



City Council Meeting January 4, 2021

**Work Session 5:00 pm
Council Meeting 7:00 p.m.**

Executive Session Following Council Meeting

(All held in Council Chambers)

This meeting is taking place with social distancing precautions in place:

- Councilors are participating virtually, via Zoom videoconferencing.

To Provide Public Comment:

- Written comments may be submitted to the City Recorder (Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR 97070).
- Digital comments (email) may be submitted to cityrecorder@ci.wilsonville.or.us.
- Individuals may participate online through the Zoom videoconferencing platform.
- Contact City Recorder at (503) 570-1506 cityrecorder@ci.wilsonville.or.us to register.

You can watch the City Council Meeting here:

You Tube: [youtube.com/c/CityofWilsonvilleOR](https://www.youtube.com/c/CityofWilsonvilleOR)

Zoom: <https://us02web.zoom.us/j/81536056468>

City of Wilsonville

City Council Meeting

January 4, 2021



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
JANUARY 4, 2021
7:00 P.M.**

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

Mayor Julie Fitzgerald

Councilor Kristin Akervall
Councilor Charlotte Lehan

Councilor Joann Linville
Councilor Ben West

CITY COUNCIL MISSION STATEMENT

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

**Executive Session, Work Session, and City Council meetings
will be held in the Council Chambers, City Hall, 1st Floor**

- | | | |
|------------------|--|-----------|
| 5:00 P.M. | REVIEW OF AGENDA AND ITEMS ON CONSENT | [5 min.] |
| 5:05 P.M. | COUNCILORS' CONCERNS | [5 min.] |
| 5:10 P.M. | PRE-COUNCIL WORK SESSION | |
| | A. Emergency Declaration Update (Jacobson) | [5 min.] |
| | B. Stormwater Master Plan Contract Award (Le/Rappold) | [15 min.] |
| | C. City Council Representation to Regional and State Intergovernmental Boards and Committees Representation Assignments-Introduction (Ottenad) | [30 min.] |
| 6:00 P.M. | ADJOURN | |
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CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, January 4, 2020 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on December 22, 2020. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

7:00 P.M. SWEARING IN CEREMONY

- A. Oath of Office Judge Fred Weinhouse will administer the Oath of Office to newly elected Mayor Julie Fitzgerald, Councilor Kristin Akervall, and Councilor Joann Linville.
- B. Comments from Mayor Fitzgerald
- C. Comments from Councilors Akervall, and Linville

7:30 P.M. CALL TO ORDER

- D. Roll Call
- E. Pledge of Allegiance
- F. Motion to approve the following order of the agenda and to remove items from the consent agenda.

7:35 P.M. MAYOR'S BUSINESS

- A. Elect City Council President
- B. Upcoming Meetings

7:40 P.M. COMMUNICATIONS

- A. None.

7:40 P.M. CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

7:55 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

- A. Councilor Akervall
- B. Councilor Lehan
- C. Councilor West
- D. Councilor Linville

8:10 P.M. CONSENT AGENDA

- A. **Resolution No. 2848**
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Brown And Caldwell To Provide Engineering Consulting Services For The Stormwater Master Plan Update Project (Capital Improvement Project #7064). (Le/Rappold)
- B. **Resolution No. 2862**
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Keller Associates, Inc. To Provide Engineering Consulting Services For The Elligsen Well Facility Rehab And Upgrades Project (Capital Improvement Project #1083). (Palmer)
- C. **Resolution No. 2870**
A Resolution And Order Amending Resolution No. 2864 To Further Extend The Local State Of Emergency And Emergency Measures, As Authorized By Resolution No. 2803.(Jacobson)
- D. Minutes of the December 7, 2020 City Council Meeting. (Veliz)

12/30/2020 4:59 PM Last Updated

8:15 P.M. NEW BUSINESS

A. None.

8:15 P.M. CONTINUING BUSINESS

A. Boards & Commission Appointment

8:20 P.M. PUBLIC HEARING

A. None.

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

8:25 P.M. LEGAL BUSINESS

8:30 P.M. ADJOURN

**EXECUTIVE SESSION
WILL IMMEDIATELY FOLLOW THE CITY COUNCIL MEETING**

Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Legal Counsel / Litigation

Time frames for agenda items are not time certain (i.e. Agenda items may be considered earlier than indicated.) Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting if required at least 48 hours prior to the meeting. The city will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting: Qualified sign language interpreters for persons with speech or hearing impairments. Qualified bilingual interpreters. To obtain services, please contact the City Recorder, (503) 570-1506 or cityrecorder@ci.wilsonville.or.us.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: January 4, 2021		Subject: City Council representation to regional and state intergovernmental boards and committees	
		Staff Member: Mark Ottenad, Public/Government Affairs Director	
		Department: Administration	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: In addition to required City Council appointments to various regional intergovernmental boards and committees, the Council may wish to consider liaisons to associations/organizations.	
Staff Recommendations: City Council appoints members to act as the primary representative and/or alternate(s) to various regional intergovernmental boards and committees.			
Recommended Language for Motion: N/A			
PROJECT / ISSUE RELATES TO:			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL

The City Council appoints Council members to act as the primary representative and/or secondary alternate representative to represent the City of Wilsonville on various regional intergovernmental boards and committees.

EXECUTIVE SUMMARY

The City of Wilsonville is represented by City Council members on various public-sector, intergovernmental boards and committees throughout the region. Most of these bodies require an elected official of the City Council to be appointed as the primary representative and/or the alternate representative for the City of Wilsonville.

Many of these assignments to external leadership bodies are filled for a one- or two-year period at the start of an odd-numbered calendar year after a general election that results in a new council/commission taking office. Traditionally, a Council appointee to any of these boards and committees has remained in a given position for a one- or two-year period.

Members of the City Council, most notably the Mayor by virtue of the position of the office, may serve on boards of nonprofit organizations or associations of mayors or other elected officials. Most frequently these positions of volunteer service on nonprofit boards or committees are *not* appointed by City Council; rather, the Council member is appointed by the association or organization or joins the nonprofit as a member.

Due to Wilsonville’s location—within the Metro UGB in two metro-area counties along I-5 and the Willamette River at the foot of the North Willamette Valley as a major ‘employment-center’ city operating a federally-chartered urban transit system—and strategic interests in economic development, land-use and transportation issues, the City is engaged in a host of regional and statewide intergovernmental organizations and business associations.

This report provides summary information on three sets of organizations that the City interfaces with in an official manner:

- A. Regional and State Intergovernmental Bodies for City Council Appointment
- B. Organizations that May Appoint City Council Members to a Board or Committee
 - Notes on Past Organizational Appointments of City Council Members
- C. Organizations that All City Council Members May Participate In (No Council Appointment)

Exhibit A, City Council Assignments for Regional Intergovernmental Bodies, provides a concise re-cap of the prior Council’s assignments and space for recording 2021 assignments.

A. Regional and State Intergovernmental Bodies for City Council Appointment

The City Council is expected to appoint members as primary and/or secondary representative to these various regional and state intergovernmental boards.

Leadership Body	Date/Time	Location if not Zoom	2020 Council Rep/Alternate
1. Clackamas County Coordinating Committee (C4)	<i>Monthly:</i> 1 st Thursday 6:45 – 8:45 pm	Clackamas County Development Services Building, Oregon City	Representative: Tim Knapp Alternate: Kristin Akervall
2. Clackamas County Coordinating Committee Metro Subcommittee (C4 Metro Subcom.)	<i>Monthly:</i> 2 nd or 3 rd Wednesday 7:30 – 9:00 am	Clackamas County Development Services Building, Oregon City	Representative: Tim Knapp Alternate: Ben West

Leadership Body	Date/Time	Location if not Zoom	2020 Council Rep/Alternate
3. Washington County Coordinating Committee (WCCC)	<i>Monthly:</i> 2 nd or 3 rd Mon. 12 – 1:30 pm	Beaverton Library, City Hall or Community Center	Representative: Tim Knapp Alternate 1: Kristin Akervall Alternate 2: Mark Ottenad
4. Willamette Intake Facilities (WIF) Commission Board, Tualatin Valley Water District (TVWD)	<i>Quarterly:</i> Last Monday of Jan, Apr, July, Oct 6 – 7:30 pm	Tualatin Valley Water District, Beaverton	Representative: Kristin Akervall Alternate: Ben West
5. Regional Water Providers Consortium Board *	<i>Quarterly:</i> 1 st Wed of Feb, June, Oct. 6:30 – 8:30 pm Zoom / Portland	1120 SW 5th Avenue, Suite 405, Portland	(Previously Scott Starr until 2016, when City withdrew from Consortium)
6. French Prairie Forum Local Governments Working Group	<i>Monthly:</i> 3 rd Wednesday 2 – 4 pm	OSU North Willamette Research and Extension Center, Aurora	Representative: Joann Linville Alternate: Charlotte Lehan
7. Greater Portland, Inc., Small Cities Consortium (GPI SCC)	<i>Monthly:</i> 2 nd Wed. 1:30 – 2:30 pm	Century Hotel, Tualatin	Representative: Tim Knapp Alternate: (none; previously Susie Stevens)
8. Willamette Falls Locks Commission	<i>Periodic:</i> 2-hr long mtg 4x in 2021	West Linn City Hall	Representative: Joann Linville

Additionally, the City has recently been invited to participate as a city member of the Willamette Falls & Landings Heritage Area Coalition that Charlotte Lehan serves on the board. Staff intend to return to City Council on January 21 work session with additional information about prospective participation in the Willamette Falls & Landings Heritage Area Coalition.

Summary of Regional and State Intergovernmental Boards and Commissions

1. Clackamas County Coordinating Committee (C4) meets monthly on the first Thursday of the month, 6:45-8:30 pm, in Oregon City and is composed of all the cities (Metro jurisdiction cities of Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Oregon City, Rivergrove, Tualatin, West Linn and Wilsonville; and the non-Metro/rural cities of Barlow, Canby, Estacada, Molalla and Sandy) and the County of Clackamas County, along with representatives of special districts and hamlet/villages; representatives from Metro, urban and rural transit agencies and the Port of Portland are ex-officio members. C4 makes formal recommendations to the County Commission, Metro, ODOT and other state or federal agencies as is appropriate.

C4 2021 tentative meeting schedule: Thursdays, 6:45-8:30 pm, on Jan 7, Feb 4, Mar 4, Apr 1, May 6, Jun 3, Jul 1, Aug 5, Sep 2, Oct 7, Nov 4, Dec 2; Note that holidays and potential C4 Annual Retreat held in June may impact schedule.

C4, which is advised by a staff-level technical advisory committee known as “CTAC,” reviews and makes recommendations on land-use and transportation matters to the Board of County Commissioners and occasionally other jurisdictions such as Metro.

2. Clackamas County Coordinating Committee Metro Subcommittee (C4 Metro Subcom) meets monthly on the second or third Wednesday, 7:30-9 am, in Oregon City and is a committee of C4 composed of the county and nine Clackamas County cities located with Metro’s UGB

jurisdiction—Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Oregon City, Rivergrove, Tualatin, West Linn and Wilsonville. The meeting occurs just before the monthly Metro JPACT meeting that occurs on the third Thursday of the month.

The C4 Metro Subcommittee reviews and makes recommendations to Metro for transportation projects and policy (through the Joint Policy Advisory Committee on Transportation (JPACT)) and land-use matters (through the Metropolitan Advisory Policy Committee (MPAC)), and assists in appointing the cities' representatives to JPACT and the staff-level advisory committee, Transportation Policy Alternatives Committee (TPAC).

Using the C4 Metro Subcommittee forum, the Metro Cities of Clackamas County elected Mayor Knapp to be the representative of the Cities of Clackamas County to JPACT and Lake Oswego City Councilor Theresa Kohlhoff as the alternate representative to JPACT. Both Mayor Knapp and Councilor Kohlhoff leave their offices at the end of December, creating openings of both positions at JPACT. Pursuant to JPACT Bylaws, the City of Wilsonville and SMART are represented at JPACT by the Cities of Clackamas County position.

C4 Metro Subcom 2021 tentative meeting schedule (held the Wednesday prior to JPACT meeting on third Thursday of the month): Wednesdays, 7:30 – 9 am, on Jan 20, Feb 17, Mar 17, Apr 14, May 19, Jun 16, Jul 14, Aug 18, Sep 15, Oct 20, Nov 17, Dec 15; Note that holidays and potential C4 Annual Retreat held in June may impact schedule.

3. Washington County Coordinating Committee (WCCC) meets monthly generally on the second or third Monday, 12-1:30 pm, in Beaverton and is composed of representatives of all the cities (cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, King City, Hillsboro, North Plains, Tigard, Tualatin, Sherwood and Wilsonville) and the county of Washington County; Tri-Met and Metro representatives attend as ex-officio members.

The WCCC, which is advised by a county-cities staff-level technical advisory committee, Transportation Advisory Committee (WCCC TAC), reviews and makes recommendations on land-use and transportation matters and funding proposals to the Board of County Commissioners for Major Streets Transportation Improvement Program (MSTIP) transportation projects and to Metro for transportation projects, and appoints the cities' representatives to JPACT. While Wilsonville may vote on most WCCC matters, the City does not vote on JPACT or MPAC positions since the City's position is assigned to Clackamas County pursuant to JPACT Bylaws.

WCCC 2021 tentative meeting schedule: Mondays, 12-1:30 pm, on Jan 11, Feb 8, Mar 15, Apr 12, May 17, Jun 14, Jul 12, Aug 16, Sep 13, Oct 18, Nov 15, Dec 13.

4. Willamette Intake Facilities (WIF) Commission Board is an inter-governmental policy body that meets quarterly to manage the business affairs of the WIF Commission on issues pertaining to the Willamette Intake Facility. The WIF Commission is a partnership formed under ORS Chapter 190 between the following Parties: the Tualatin Valley Water District and the cities of Wilsonville, Sherwood, Hillsboro, Tigard and Beaverton.

The Willamette Intake Facilities Commission is responsible for oversight of the management and operation of the Willamette Intake Facilities in a prudent, economic, and efficient manner to:

- Provide water to the existing Willamette River Water Treatment Plant (in Wilsonville) and the anticipated Willamette Water Supply System Water Treatment Plant (in Sherwood).
- Support their commitment to watershed planning and management and preserve and protect the parties' water rights.

- Support the functioning of the Intake Facilities as the foundation of water systems.

WIF Commission 2021 tentative meeting schedule: Quarterly, Monday, 6–7:30 pm, on Jan 25, Apr 26, Jul 26, Oct 25.

5. Regional Water Providers Consortium Board was established through the Regional Water Providers Consortium Intergovernmental Agreement (IGA). Board members meet tri-annually and represent the governing board, commission or council of their participant agency. Formed in 1997, the Consortium focuses on issues pertaining to the metro region’s domestic water supply through conservation, emergency preparedness planning and water supply coordination. The Consortium coordinates the implementation and revision of the Regional Water Supply Plan, provides a forum for study and discussion of water supply issues, and communicates adopted policy and strategies to the public, agencies and stakeholder groups.

The City of Wilsonville withdrew in 2016 from the Consortium on the advice of Councilor Scott Starr, Council rep to the Board. Based on staff advice, the City Council decided to rejoin the Consortium in 2020.

Regional Water Providers Consortium Board 2021 tentative meeting schedule: First Wednesdays, 6:30–8:30 pm, on Feb 3, Jun 2, Oct 6.

6. French Prairie Forum Local Governments Working Group is an informal monthly meeting held 10 times per year at the OSU North Willamette Research Center near Aurora composed of representatives of the North Willamette Valley cities of Aurora, Canby, Donald, Gervais, Hubbard, Wilsonville and Woodburn; counties of Clackamas and Marion; Sheriff’s Offices of Clackamas and Marion Counties; and the Aurora Fire Protection District. Topics of discussion are wide ranging and include land-use, transportation and transit, governance issues, economic development, agricultural and tourism promotion and more. Guests include local state legislators, ODOT Region 1 and 2 officials, staff of the Department of Agriculture and Land Conservation and Development (LCDC) and others. This group is not a formally chartered body and makes no formal recommendations.

French Prairie Forum 2021 current (may change) tentative meeting schedule: Third Wednesdays, 2–4 pm, on Jan 20, Feb 17, Mar 17, Apr 21, May 19, Jun 16, Jul 21, Sep 15, Oct 20, Nov 17; no meetings in Aug or Dec.

7. Greater Portland, Inc., Small Cities Consortium (GPI SCC) is a monthly meeting of the 15 metro-area smaller cities that are members of the regional economic development association that is focused on business recruitment and retention efforts. By virtue of the City’s membership in GPI’s, the City has a seat on the SCC that elects an SCC member to the GPI Board of Directors. City staff also participate in GPI through monthly and special meetings of the Economic Development Professionals committee that is composed of government and business-association staff involved in economic-development matters.

Succeeding retiring Tualatin Mayor Lou Ogden, Mayor Knapp was elected by the small cities as the 2019 and 2020 SCC representative to the GPI board of directors.

GPI SCC 2021 tentative meeting schedule: Second Wednesdays, 1:30-2:30 pm, on Jan 13, Feb 10, Mar 10, Apr 14, May 12, Jun 9, Jul 14, Aug 11, Sep 8, Oct 13, Nov 10, Dec 8.

8. Willamette Falls Locks Commission is a limited-duration two-year-long, state-chartered body established by Senate Bill 256 in the 2017 legislative session with support from the City and other local governments. City Councilor Linville was appointed by the Office of the Governor in 2019 as the City’s representative to the Commission, whose charter expires at the end of the 2020-21

fiscal year. During 2020, the Commission met on five occasions; the next meeting is anticipated to be in Feb 2021.

The Commission is composed of 17 Governor-appointed voting members representing: the cities of West Linn, Oregon City and Wilsonville; the Clackamas, Marion and Yamhill County Commissions; Metro Council; Confederated Tribes of the Grand Ronde and the Columbia River Tribes; Port of Portland, Business Oregon, Oregon Parks and Recreation Department, Oregon Department of Transportation; local businesses—including PGE and Wilsonville Concrete Products / Marine Industrial Construction—and economic development; local tourism and recreation; local residents; and environmental/ecological interests. Commission members also include six non-voting legislator members appointed by the majority and minority leadership of the Oregon Senate and House of Representatives.

The Commission advises state, local, and regional government agencies on the development and implementation of state policies relating to the repair, reopening, operation, and maintenance of the Willamette Falls navigation canal and locks. The Commission is tasked to investigate, address issues, make recommendations and negotiate with the U.S. Army Corps of Engineers (US ACE) regarding the transfer of ownership, financing, repair, reopening, operation and maintenance of the navigational canal and locks, including possible recommendations for the formation of an intergovernmental agreement.

The Commission leadership is advancing two state 2021 legislative concepts: one is to create the Willamette Falls Locks Authority, a public corporation that can accept the transfer of the Locks from the US ACE; and the other is to secure an appropriation for staffing and potential repairs; however, budget requests are anticipated to be difficult to achieve in the 2021 session.

Other Meeting:

Positive Aurora Airport Management (“PAAM”) is a nonprofit organization formally established in 1998 with a stated purpose “to promote and preserve safe and efficient operation of the Aurora State Airport, to promote the economic viability of the Aurora State Airport and to enhance its compatibility with the surrounding neighborhoods.” “Any natural person who is interested in aviation and the Aurora State Airport and is a representative of State, County or City Government shall be eligible for ex-officio membership [non-voting].” “Ex -officio members shall not be liable for annual dues.” “Organizational memberships shall designate a primary and not more than three alternates to represent the organization at PAAM meetings.” The corporation has the following standing committees: Noise Abatement, Airport Security, Membership, Airport Improvement, Aviation safety, Public relations, Airport management and economic development. While the City has not been invited to participate in PAAM during the past decade, representatives of the City have periodically attended PAAM meetings; prior Councilor Susie Stevens as a private citizen in her role as Charbonneau Country Club executive director attended and participated for a number of years in PAAM, including acting as secretary.

B. Organizations that May Appoint City Council Members to a Board or Committee

There are a number of other governmental boards and committees and nonprofit organizations that the City may be a member of or represented on. In some instances the organization makes an appointment of a City Council member to the organization’s board or a committee or task force. Exhibit B, Wilsonville City Council Leadership Roles: Local/City and Regional/State Boards/ Committees and Associations/Organizations, provides a summary of specific nonprofits.

The following organizations may appoint to their boards or committees members of City Council due to their roles as City Council members:

Metro Intragovernmental Committees

- **JPACT:** Cities of Clackamas County in the Metro UGB appoint a representative and alternate to Metro’s Joint Policy Advisory Committee on Transportation (JPACT), which recommends regional transportation policy and funding decisions. The Cities’ representative and alternate are elected through Clackamas County Coordinating Committee (C4) Metro Subcommittee.
- **MPAC:** The Other (smaller) Cities of Clackamas County in the Metro UGB appoint a representative and alternate to Metropolitan Policy Advisory Committee (MPAC) on land-use issues. The Other Cities MPAC representation is elected through Clackamas County Coordinating Committee (C4) Metro Subcommittee.
- **Metro Council-designated Committees/Task Forces:**
 - The Metro President or JPACT Chair may periodically empanel an ad-hoc committee: Former Mayor Knapp was appointed in 2019 as a Clackamas County rep to the Transportation 2020 Committee, in 2018 as Clackamas Cities rep to JPACT Finance Subcommittee, and in 2016 to the Urban Growth Management Task Force.

Community Benevolent/Charitable Nonprofit

- Korean War Memorial Foundation of Oregon: *Mayor is named as a board member.*

Business/Economic-Development Association Nonprofits

- Clackamas County Business Alliance (CCBA): *City is a member; Council member and/or staff could be appointed by CCBA to board or committee.*
- Greater Portland Inc. (GPI): *City is a member; Council member could be appointed by organization to board or committee.*
- Wilsonville Area Chamber of Commerce: *City is a member; Council member may be named as ex-officio director appointed by Chamber board.*

Governmental Leadership Association Nonprofits

- Metropolitan Mayors Consortium (MMC): *Mayor is a volunteer member*
- League of Oregon Cities (LOC): *City is a member; Mayor is City representative*
- Oregon Mayors Association (OMA): *Mayor is a volunteer member*

Notes on Past Organizational Appointments of City Council Members

Metro Regional Government Appointments by Others or Metro

Due to the City’s unique role in the greater Metro region as a major employment-center ‘edge city’ located on I-5 operating an urban transit system, Wilsonville has tended to play a leadership role in the greater Portland area and especially in Clackamas County, which is the city’s assigned county by Metro due to percent resident population.

Over the past 12 years, Mayor Knapp has been elected by his peers—representatives of the nine or 10 metro-area cities that participate in the Clackamas County Coordinating Committee “C4” Metro Subcommittee—in a leadership role to act as representative of behalf all nine or 10 metro-area cities’ representatives voting [The former City of Damascus disincorporated in July 2016]:

- In 2019, 2017 and 2015 Mayor Knapp was elected as representative for all 9 or 10 of the Metro-area “Cities of Clackamas County” to Metro’s Joint Policy Advisory Committee on Transportation (JPACT).
- In 2011 Mayor Knapp was elected as the “Cities of Clackamas County” Alternate to JPACT.
- In 2010 Mayor Knapp was elected as the “Other Cities of Clackamas County” Representative to Metro’s Metro Policy Advisory Committee (MPAC) for the eight smaller metro-area cities.
- In 2009 Mayor Knapp was elected as the “Other Cities of Clackamas County” representative to the Metro Urban/Rural Reserves Steering Committee during 2009-10 for the eight smaller metro-area cities.

Previously, then Mayor Charlotte Lehan served as the Other Cities rep to MPAC and chaired MPAC in 2008. Acting in 2009-10 as then Clackamas County Commissioner Lehan, she was a “Core 4” Co-Chair of the Metro Urban/Rural Reserves Steering Committee.

None of these positions were City Council appointments; rather, the appointments were made by the external bodies.

Other organizational appointments

In past years, the Clackamas County Business Alliance (CCBA), Greater Portland Inc. (GPI) and Wilsonville Area Chamber of Commerce have elected or appointed a City Council member of their choosing to serve on boards of the organizations. The City Council does *not* appoint a Council member to any of these organization’s board of directors; however, the City Council may elect to appoint a representative or liaison to these organizations if desired.

Note that CCBA differs from the Westside Economic Alliance (WEA), which does have City-appointed members whose Cities are represented on the WEA board of directors. Wilsonville is *not* a city named on the WEA board.

C. Organizations that All City Council Members May Participate In (No Appointment by Council)

City Council members may participate in a number of organizations based on the City’s membership status, including with the following associations and nonprofits.

Clackamas Cities Association (CCA)

This is an informal, somewhat monthly gathering of elected and appointed officials of Clackamas County—including county commissioners, city council members, state legislators and special districts board members—and staff of these various jurisdictions. Rotated among hosting cities prior to Covid-19 pandemic, a dinner meeting with a social hour and special topic or presenter is held on the fourth Thursday, 6:30–8:30 pm.

Each city in Clackamas County takes turns hosting the dinner; Wilsonville last hosted a CCA Dinner in May 2018 and featured the STEM programs of World of Speed Motorsports Museum. Notice to City Council members generally comes from the City Manager's Office about two to three weeks in advance. No CCA dinners have been scheduled yet for 2021.

Business Associations Meetings

The City is a member of several business and economic-development associations, including:

- Clackamas County Business Alliance (CCBA)
- Greater Portland Inc. (GPI), Small Cities Consortium
- Oregon Economic Development Assn. (OEDA)
- Westside Economic Alliance (WEA)
- Wilsonville Area Chamber of Commerce

Each of these organizations has various meetings and events that City officials, along with City staff, other association members and the general public, may attend. Generally, the City pays expenses associated with attending events and programs.

TIMELINE:

The City Council may act its leisure; however, acting in January would be optimum for codifying the City's representation to these various intergovernmental bodies for timely notice and attendance.

CURRENT YEAR BUDGET IMPACTS:

Membership costs, event attendance fees and other expenses are budgeted.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 12/16/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 12/17/2020

CITY MANAGER COMMENT:

The City benefits from strategic participation in regional intergovernmental bodies and other associations/organizations.

EXHIBITS:

- A. 2021 City Council Representative Appointments to Regional Intergovernmental Bodies
- B. Wilsonville City Council Leadership Roles: Local/City and Regional / State Boards/ Committees and Associations / Organizations

EXHIBIT A: 2021 Wilsonville City Council Representative Appointments to Regional and State Intergovernmental Bodies

Appointments for City Council consideration on Jan. 4, 2021. Other than WCCC alternate position, all City representatives and alternates must be elected City Council members.

Leadership Body	When/Where	City Position	2020 Reps.	2021 Reps.
1. Clackamas County Coordinating Committee (C4)	<i>Monthly:</i> 1 st Thursday 6:45 – 8:30 pm Zoom / Oregon City	Representative	Tim Knapp	
		Alternate	Kristin Akervall	
		Staff	Mark Ottenad Dwight Brashear Chris Neamtzu	Mark Ottenad Dwight Brashear Chris Neamtzu
2. Clackamas County Coordinating Committee Metro Subcommittee (C4 Metro Subcom.)	<i>Monthly:</i> 1 st Thursday 7:30 – 9 am Zoom / Oregon City	Representative	Tim Knapp	
		Alternate	Ben West	
		Staff	Mark Ottenad Dwight Brashear Chris Neamtzu	Mark Ottenad Dwight Brashear Chris Neamtzu
3. Washington County Coordinating Committee (WCCC)	<i>Monthly:</i> 2 nd or 3 rd Monday 12 – 1:30 pm Zoom / Beaverton	Representative	Tim Knapp	
		Alternate	Kristin Akervall	
		Second Alternate	Mark Ottenad	
		Staff	Mark Ottenad Dwight Brashear	Mark Ottenad Dwight Brashear
4. Willamette Intake Facilities (WIF) Commission Board, Tualatin Valley Water Dist. (TVWD)	<i>Quarterly:</i> Last Monday of Jan, Apr, July, Oct, 6 – 7:30 pm Zoom / Beaverton	Representative	Kristin Akervall	
		Alternate	Ben West	
		Staff	Delora Kerber Keith Katko	Delora Kerber Keith Katko
5. Regional Water Providers Consortium Board *	<i>Quarterly:</i> 1 st Wed of Feb, June, Oct. 6:30 – 8:30 pm Zoom / Portland	Representative		
		Staff	Delora Kerber Martin Montalvo	Delora Kerber Martin Montalvo
6. French Prairie Forum Local Governments Working Group	<i>Monthly:</i> 3 rd Wednesday 2 – 4 pm Zoom / Aurora	Representative	Joann Linville	
		Alternate	Charlotte Lehan	
		Staff	Mark Ottenad	Mark Ottenad
7. Greater Portland, Inc., (GPI) Small Cities Consortium (SCC)	<i>Monthly:</i> 2 nd Wednesday 1:30 – 2:30 pm Zoom / Tualatin	Representative	Tim Knapp	
		Alternate		
		Staff	Jordan Vance	Mark Ottenad Chris Neamtzu Zoe Monahan

* The City Council withdrew from the Regional Water Providers Consortium Board in 2016; in July 2020, the Council decided to rejoin.

Other City Council Appointments

Leadership Body	When/Where	City Position	2020 Rep.	2021 Rep.
Willamette Falls & Landings Heritage Area Coalition **	<i>Periodic; 2-hour-long meeting</i> Zoom/West Linn	Representative	No official City rep; Charlotte Lehan on Coalition Board	
		Alternate		
		Staff	Mark Ottenad	Mark Ottenad
Willamette Falls Locks Commission ***	<i>Periodic; 2-hour-long meeting</i> Zoom/West Linn	Representative	Joann Linville	Joann Linville
		Staff	Mark Ottenad	Mark Ottenad

** City staff plan to bring for Council consideration on Jan. 21 work session additional information about prospective City participation in the Willamette Falls & Landings Heritage Area Coalition.

*** The Governor of Oregon appoints the City Council's recommended representative to the Commission.

Staff Support

Several City staff are available to provide support for City Council members in terms of briefing updates on potential issues of concern, policy objectives, historical background, etc. Some City staff attend (usually as an attendee) elected-officials meetings, while other staff attend staff-level technical advisory committees.

Staff Technical Committees

- **CTAC:** Clackamas Transportation Advisory Committee, a 16-member committee composed of county and city planners and engineers. Zach Weigel, PE, Capital Projects Engineering Manager, attends monthly meetings.
- **WCCC TAC:** Washington County Coordinating Committee Transportation Advisory Committee, is a 15-member committee composed of county and city planners and engineers. Dominique Huffman, CE, Engineer attends monthly meetings.
- **MTAC:** Metro Technical Advisory Committee, a 35-member committee of planners, citizens and business representatives that advises Metro Policy Advisory Committee on land-use issues. While the City does not have a seat on MTAC currently, Community Development staff monitor meetings. Neither MTAC nor MPAC have been meeting frequently in 2020.
- **TPAC:** Metro Transportation Policy Alternatives Committee, a 21-member committee of technical staff from the same governments and agencies as JPACT, plus a representative from the Southwest Washington Regional Transportation Council, and nine community members appointed by the Metro Council that advises Metro Joint Policy Committee on Transportation (JPACT). While the City does not have a seat on TPAC currently, Community Development staff monitor TPAC meetings.

Special Mayoral Positions

By virtue of holding the office of Mayor of the City of Wilsonville, the Mayor is automatically able to be a member of or on the board of directors of nonprofit associations. The Mayor may hold other boards and members positions that are not an automatic appointment, such as participating as a board member of a business association.

The Mayor automatically serves on the following boards of director the position as Mayor the City of Wilsonville:

- **Korean War Memorial Foundation of Oregon (KWMFO):** periodic meetings usually at the Parks and Recreation Administration building or via Zoom.
- **Metropolitan Mayors Consortium (MMC):** monthly meetings generally on the last Thursday of the month at Club Sport in Tualatin or via Zoom.
- **Oregon Mayors Association (OMA):** All Oregon mayors are automatically enrolled in OMA, which is administered by LOC; OMA members elect a board of directors, which meets monthly. The primary OMA event is the annual Summer Conference generally held in August.
- **League of Oregon Cities (LOC) city voting delegate:** Traditionally, a city's mayor has represented the city at the annual LOC Conference held in September to vote on the LOC board of directors slate.

City Council Positions of Note

The Mayor (or a City Councilor) *may serve on a regional intergovernmental board or committee* appointed by mayors from across Clackamas County or the greater Portland Metro region through the Clackamas County Coordinating Committee Metro Subcommittee:

- Clackamas County Cities Representative or Alternate to Metro JPACT, Joint Policy Advisory Committee on Transportation
- Clackamas County Other Cities Representative or Alternate to Metro MPAC, Metropolitan Policy Advisory Council
- Clackamas County Cities Representative or Alternate to the Oregon Department of Transportation (ODOT) Area Commission on Transportation (ACT) for Region One.

The Mayor or a City Councilor *may serve on a regional association or organization* elected by the association/organization members from across the greater Portland Metro Region:

- Board of Directors of the Clackamas County Business Alliance (CCBA). Note that the City Council may assign a liaison to CCBA; however, CCBA controls who serves on the Board.
- Board of Directors of the Wilsonville Area Chamber of Commerce. Note that the City Council may assign a liaison to the Chamber; however, the Chamber controls who serves on the Board. Additionally, a 2003 unwritten agreement indicates a City Councilor may not serve as a Chamber officer.
- Regional GPI Small Cities Consortium (SCC) cities members' representative to the Greater Portland, Inc., (GPI), board of directors. The SCC members elect their representative and alternate to the GPI board.
- Willamette Falls & Landings Heritage Area Coalition board recruited Charlotte Lehan to serve on the Coalition board of directors. The City may consider official participation in the Coalition as a member and appoint a City Council representative and alternate to the board of directors. This issue is scheduled for consideration on January 21, 2021, work session.

EXHIBIT B: Wilsonville City Council Leadership Roles: Local/City and Regional/State Boards/Committees and Associations/Organizations

LOCAL / CITY		REGIONAL / STATE	
City Boards / Committees	Associations / Organizations	Intergovernmental Boards / Coms.	Associations / Organizations
Budget Committee	Kitakata/Wilsonville Sister City Association	Clackamas County Coordinating Committee (C4)	Clackamas Cities Assn. (CCA)
Community Enhancement Com. (2 positions)	Korean War Memorial Foundation of Oregon*	C4 Metro Subcommittee	Clackamas County Business Alliance (CCBA)
Tourism Promotion Committee	Korean War Veterans Assn (KWVA), Oregon Trail Chapter	Washington County Coordinating Committee (WCCC)	Greater Portland Inc (GPI) Small Cities Consortium (SCC)
Urban Renewal Agency	Positive Aurora Airport Management (PAAM)	Willamette Intake Facilities (WIF) Commission	League of Oregon Cities (LOC)
	Wilsonville Area Chamber of Commerce	Regional Water Providers Consortium Board	Metropolitan Mayors Consortium (MMC)
City Task Force	Wilsonville Community Seniors, Inc. (WCSI)	French Prairie Forum Local Governments Working Group	Oregon Economic Development Assn. (OEDA)
	Wilsonville Friends of the Library	Greater Portland, Inc., (GPI) Small Cities Consortium (SCC)	Oregon Mayors Association (OMA)
DEI Task Force	Wilsonville Library Foundation		Westside Economic Alliance (WEA)
		Metro Regional Appointments of Council Made by C4 Metro Subcom.	Willamette Falls & Landings Heritage Area Coalition **
		JPACT – Joint Policy Advisory Committee on Transportation	
		MPAC – Metropolitan Policy Advisory Com.	

LEGEND

Boards/Committees appearing in reverse/white font indicate bodies that City Council traditionally makes appointments to serve in a liaison or representative/alternate role.

Boards/Committees appearing bold black font indicate bodies that City Council members have traditionally engaged with or participated in meetings.

Boards/Committees appearing regular black font indicate bodies that City Council members have had limited engagement in the recent past.

The City Council’s rep to the Willamette Falls Locks Commission is a recommendation for appointment by the Governor’s Office.

* Mayor named as ex-officio honorary member of the board of directors.

** City staff plan to bring for Council consideration on Jan. 21 work session additional information about prospective City participation in the Willamette Falls & Landings Heritage Area Coalition.



CITY OF WILSONVILLE
OATH OF OFFICE

STATE OF OREGON)
 COUNTIES OF CLACKAMAS)
 AND WASHINGTON)
 CITY OF WILSONVILLE)

I, Julie Fitzgerald, the undersigned, having been elected to the office of Wilsonville Mayor, on oath depose and say that I will support the Constitution and Laws of the United States, and the State of Oregon, and that I will faithfully perform the duties of Wilsonville Mayor to which I have been appointed.

 Julie Fitzgerald

Subscribed and sworn to before me this 4th day of January, 2020.

 Honorable Judge Fred Weinhouse



CITY OF WILSONVILLE
OATH OF OFFICE

STATE OF OREGON)
 COUNTIES OF CLACKAMAS)
 AND WASHINGTON)
 CITY OF WILSONVILLE)

I, Joann Linville, the undersigned, having been elected to the office of Wilsonville City Councilor, on oath depose and say that I will support the Constitution and Laws of the United States, and the State of Oregon, and that I will faithfully perform the duties of Wilsonville City Councilor to which I have been appointed.

 Joann Linville

Subscribed and sworn to before me this 4th day of January, 2020.

 Honorable Judge Fred Weinhouse

CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings 2020

Items known as of 12/30/20

January

DATE	DAY	TIME	EVENT	LOCATION
1/11	Monday	6:30 p.m.	DRB Panel A	Council Chambers
1/13	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
1/14	Thursday	4:30 p.m.	Parks and Recreation Advisory Board	Parks and Recreation Administration Building
1/21	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
1/25	Monday	6:30 p.m.	DRB Panel B	Council Chambers
1/26	Tuesday	6:00 p.m.	Budget Committee Meeting	Council Chambers

February

DATE	DAY	TIME	EVENT	LOCATION
2/1	Monday	7:00 p.m.	City Council Meeting	Council Chambers
2/8	Monday	6:30 p.m.	DRB Panel A	Council Chambers
2/10	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
2/18	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
2/22	Monday	6:30 p.m.	DRB Panel B	Council Chambers

March

DATE	DAY	TIME	EVENT	LOCATION
3/1	Monday	7:00 p.m.	City Council Meeting	Council Chambers
3/8	Monday	6:30 p.m.	DRB Panel A	Council Chambers
3/10	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
3/15	Monday	7:00 p.m.	City Council Meeting	Council Chambers
3/22	Monday	6:30 p.m.	DRB Panel B	Council Chambers

Community Events:

1/18 City Offices Closed in Observance of Martin Luther King Jr. Day.

2/15 City Offices Closed in Observance of Presidents' Day.

All dates and times are tentative; check the City's online calendar for schedule changes at www.ci.wilsonville.or.us.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: January 4, 2021	Subject: Resolution No. 2848 Authorizing the City Manager to Execute a Professional Services Agreement with Brown and Caldwell to Provide Engineering Consulting Services for the Stormwater Master Plan Update (CIP #7064) Staff Member: Khoi Le, PE, Development Engineering Manager and Kerry Rappold, Natural Resources Manager Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand and Maintain High Quality Infrastructure	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) with Brown and Caldwell in the amount of \$393,946 for engineering consulting services for the Stormwater Master Plan Update (CIP #7064) project (Project).

EXECUTIVE SUMMARY:

In 2012, the City adopted the Stormwater Master Plan, which provided an update to the previous master plan adopted in June 2001. There have been changes in land use (e.g., UGB expansion areas) and new stormwater management requirements (i.e., National Pollution Discharge Elimination System, MS4 Stormwater Permit) that need to be addressed as part of the update.

The City ultimately seeks an integrated approach to stormwater and watershed management that will result in the development of management solutions and policies that maintain, restore and enhance local watersheds and meet engineering, environmental and land use needs.

Staff issued a Request for Proposals (RFP) in July 2020 for professional engineering services for the Stormwater Master Plan Update project. Three proposals were received by the August 27, 2020 due date. Staff evaluated the submitted proposals and determined that Brown and Caldwell was the most qualified to perform engineering consulting services for the Project.

EXPECTED RESULTS:

The Stormwater Master Plan Update will include goals and policies, data gathering, surveying, system condition assessment, hydraulic modeling, area specific studies, retrofit analysis, Capital Improvement Plan, fee in lieu of construction program, outreach, public engagement, and draft and final versions of the Plan.

TIMELINE:

The project is scheduled to be completed by June 30, 2022.

CURRENT YEAR BUDGET IMPACTS:

The adopted budget for FY20/21 includes \$450,000 in Stormwater Operating and Stormwater System Development Charges (SDC) for CIP #7064. In the budget, \$396,476 has been allocated for the development of the Master Plan, and \$53,525 for overhead. The contract amount with Brown and Caldwell is \$393,946.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 12/21/2020

LEGAL REVIEW / COMMENT:

Reviewed by: JRA Date: 12/30/2020

COMMUNITY INVOLVEMENT PROCESS:

The consultant team will prepare a public engagement plan for outreach to interested members of the community and businesses potentially affected by the updated plan. The Public Engagement Plan will incorporate the City’s existing public engagement tools, including *Let’s Talk Wilsonville* and the Boones Ferry Messenger. Two virtual open houses will be held to present project information and solicit feedback from the public related to the project scope and activities.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The project will benefit the community by providing goals and policies and an updated capital improvement plan to serve a growing population and meet environmental regulations.

ALTERNATIVES:

Not proceeding with the project will hinder the City's ability to plan for anticipated growth and development and to address regulatory requirements.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2848
 - A. Stormwater Master Plan Update Professional Services Agreement

RESOLUTION NO. 2848

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BROWN AND CALDWELL TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE STORMWATER MASTER PLAN UPDATE PROJECT (CAPITAL IMPROVEMENT PROJECT #7064).

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #7064, known as the Stormwater Master Plan Update project (the Project); and

WHEREAS, the City solicited proposals from qualified consulting firms for the Project that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Brown and Caldwell submitted a proposal on August 27, 2020 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Brown and Caldwell has provided a responsive and responsible proposal for engineering consulting services.
2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Brown and Caldwell for a not-to-exceed amount of \$393,946, which is substantially similar to **Exhibit A** attached hereto.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4th day of January, 2021, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder,

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. Stormwater Master Plan Update Professional Services Agreement

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Stormwater Master Plan Update Project (“Project”) is made and entered into on this _____ day of _____ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Brown and Caldwell, Inc.**, a California corporation (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently develop a Stormwater Master Plan Update according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2022, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant’s authorized Project Manager.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant’s reasonable control, including but not limited to strikes,

lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 3.4.1 becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 3.4.2 was available to Consultant on a non-confidential basis prior to its disclosure by City;
- 3.4.3 becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify City and shall cooperate with City prior to disclosure so that City may take necessary actions to protect such confidential information from disclosure.

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant a not-to-exceed amount of THREE HUNDRED NINETY-THREE THOUSAND NINE HUNDRED FORTY-SIX DOLLARS (\$393,946.00) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 18**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2020, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 6. City's Rights and Responsibilities

6.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

Section 7. City's Project Manager

The City's Project Manager is Khoi Le. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 8. Consultant's Project Manager

Consultant's Project Manager is Angela Wieland. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 9. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager. The foregoing shall not apply to project descriptions used for marketing or similar purposes.

Section 10. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Project or Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 11. Subcontractors and Assignments

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

11.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

11.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 12. Consultant Is Independent Contractor

12.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

12.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings,

will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 18** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

12.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 12** and meet the same insurance requirements of Consultant under this Agreement.

Section 13. Consultant Responsibilities

13.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

13.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

13.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

13.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required

to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 14. Indemnity

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers [, and to all of Consultant's subcontractors, including their agents, employees, and suppliers].

14.2. Standard of Care. In the performance of the Services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 15. Insurance

15.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

15.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an “occurrence” form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

15.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

15.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

15.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer’s Liability Insurance with coverage limits of not less than **\$500,000** each accident.

15.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

15.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant’s liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant’s Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

15.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days’ prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

15.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 16. Early Termination; Default

16.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

16.1.1. By mutual written consent of the parties;

16.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

16.1.3. By Consultant, effective upon seven (7) days’ prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

16.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

16.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

16.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 20**, for which Consultant has received payment or the City has made payment.

Section 17. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 18. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) business days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form

of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 19. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 20. Property of the City

20.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and inspection reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

20.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 21. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
 Attn: Khoi Le, Development Engineering Manager
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Brown and Caldwell, Inc.
Attn: Angela Wieland
6500 SW Macadam Avenue, Suite 200
Portland, OR 97239

Section 22. Miscellaneous Provisions

22.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

22.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

22.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

22.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

22.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

22.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

22.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover reasonable attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

22.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

22.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

22.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

22.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

22.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

22.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

22.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

22.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

22.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

22.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

22.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

22.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

22.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

CITY:

BROWN AND CALDWELL, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

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Exhibit A

Scope of Services

City of Wilsonville City-wide Stormwater Master Plan

The City of Wilsonville (City) is developing a Stormwater Master Plan (SMP) update to evaluate system deficiencies and support the prioritization of stormwater capital projects. Key objectives for the SMP include the development/refinement of drainage basins, an evaluation of hydrology and stormwater flows, the identification of system deficiencies and new infrastructure needs, and the development and prioritization of capital improvement projects. Presentation of the SMP will be clear, concise, and implementable.

For purposes of this scope and contract, Brown and Caldwell (BC) is the prime contractor and overseeing contract management and the SMP development. Barney and Worth (B&W), Waterways Consulting (Waterways), and Weddle are subcontractors providing services on Phases 3 and 7. The collective project team is referred to as the Team.

Phase 1 Project Management

Objective To provide overall contract management and ensure project objectives are met per the scope, schedule, and budget. To maintain regular communications with the City. To provide quality assurance and quality control (QA/QC) throughout the project.

Task 1-1 Project Administration

Activities BC will provide overall contract management. The Team will coordinate to ensure the project receives the staff support necessary to meet the schedule and maintain project quality.

Activities budgeted under Task 1-1 include:

- **Overall schedule management.** An initial project schedule will be developed using Excel. It will identify anticipated task duration, start/stop dates, and scheduled QA/QC reviews. Up to three schedule updates (in digital form) will be provided to the City throughout the project duration.
- **Overall budget management.** Budget tracking will occur via WorkSmart, BC's internal tool for tracking weekly project costs by project phase and task. Internal month end reporting will be conducted by BC to estimate effort to complete and will be used to identify budget challenges in advance. While not anticipated, budget challenges will be communicated directly to the City during monthly coordination meetings. Any subsequent resolution/scope adjustments/amendments will be documented in emailed meeting summaries.
- **Development of a Project Administration Plan (PAP).** BC shall prepare a PAP and decision log to outline communication paths, technical review requirements, and project roles, responsibilities, and QA/QC protocols.
- **Subcontractor coordination and oversight.** BC will work with the Subcontractors to review subcontractor budgets, coordinate deliverables schedules, and identify data gaps and other project issues throughout the project.

- **Monthly invoicing with project progress reports.** BC will prepare invoices to reflect budget spent and work completed at the phase level.
- **Document control and delivery.** Final deliverables including mapping, models, technical memoranda (TMs), and reports will be provided digitally to the City at the end of the project.

Task 1-2 Project Coordination Meetings

Activities Monthly project check-ins will be conducted by a telephone/ virtual meeting platform throughout the project to discuss project progress and coordinate deliverables. Key Team staff will participate in the calls as needed. BC will provide a brief email following each call to summarize key decisions, action items for the Team and City staff, issue resolution, and any scope/budget adjustments.

Task 1-3 Project Kickoff Workshop

Activities City staff and BC will initiate a project kick-off workshop to confirm project goals, objectives and priorities, and outline the anticipated schedule for the project.

Prior to this meeting, BC will prepare a meeting agenda, preliminary project schedule, comprehensive data needs list, and a draft Public Education Plan (PEP) outline (see Phase 10). General outreach and communication strategy elements will be discussed for inclusion in the PEP.

BC will prepare a draft internal stormwater survey to document areas of known stormwater system deficiencies. and external (public) survey questions to help identify community level of service goals. The draft surveys will be reviewed during the kick off meeting and distributed to City staff following the meeting.

The comprehensive data request list, draft PEP and draft stormwater surveys will be reviewed in detail during the project kick-off meeting.

Phase 1 Deliverables

The following deliverables are included under Phase 1:

- Project schedule
- Monthly progress reports with invoices
- Project coordination meeting scheduling, including an email agenda of discussion topics
- Emailed summaries of project coordination meetings, including a list of key decisions and action items
- Project kick-off meeting agenda. The comprehensive data request list and internal stormwater survey are deliverables listed and budgeted under Phase 3.

Phase 1 Assumptions

The following assumptions are made for Phase 1:

- The project duration is estimated at 24 months for budgeting purposes.
- The budget for specific QA/QC review of deliverables is reflected under the individual technical phases.
- Monthly coordination meetings will be conducted via telephone and attended by key staff, as required. A total of 24 meetings are assumed. The BC PM will individually participate in all 24 meetings; an additional BC staff person will participate in 12 meetings. An email outlining agenda topics will be sent prior to each meeting. An email briefly summarizing action items and next steps will be sent following each meeting.

- Coordination meetings may be cancelled or rescheduled based on scheduling of project workshops, need or pending deliverables,
- Progress reports will summarize major activities completed during the invoicing period.
- The City's project manager will invite appropriate engineering, planning, and maintenance staff to participate in the project kick-off workshop and distribute meeting materials prior to the meeting.
- If available, a preliminary review of available GIS data will be conducted and incorporated into the comprehensive review of data needs in order to identify data gaps early in the process.
- Survey development is reflected under Task 3-3. The City's project manager will distribute the final stormwater surveys to City staff. City staff are responsible for the publication of the external (public) survey online and for the distribution, compilation, and receipt of internal surveys to provide to BC within the timeline established during the project kick-off meeting.
- Three BC staff will attend a 2-hour project kick-off workshop (Task 1-3). The kick-off meeting will be facilitated by BC and attended virtually.
- Additional project meetings are included under the individual technical tasks.

Phase 2 Stormwater Code and Policy Review

Objective To review regulatory (NPDES MS4 and TMDL) requirements, current City policies, and stormwater-related code and standards to inform future policy needs and applicable stormwater design criteria for the SMP.

Activities BC will review the City's Municipal Code and Public Works Standards (stormwater) to verify design criteria and assumptions for the evaluation of the City's stormwater system and capital project needs.

Requirements of the City's reissued NPDES MS4 permit and 2020 TMDL Implementation Plan will be summarized and compared to activities anticipated as part of this SMP update. Potential connections/ integration between these compliance and planning documents will be highlighted. Compliance elements that can be addressed through the SMP update process will be identified to inform additional policy recommendations and future revisions to standards.

BC will review the applicable City Council Goals and Policies and stormwater-related Comprehensive Plan elements to identify needed modifications and updates to these documents in accordance with the City's (draft or final) NPDES MS4 Permit and/or results from the staff interviews and surveys (Phase 3).

Recommended policy and /or Comprehensive Plan language adjustments will be provided in a track changes, word version of the documents.

Phase 2 Deliverables

The following deliverables are included under Phase 2:

- Tabular summary relating NPDES MS4 permit requirements, TMDL Implementation Plan Requirements, and SMP update elements.
- Track changes edits to City Council Goals and Policies and stormwater-related comprehensive plan sections.

Phase 2 Assumptions

The following assumptions are made for Phase 2:

- The timeline for issuance of the City's NPDES MS4 permit is unknown. A public review draft of the NPDES MS4 permit was issued October 23, 2020 and will be used as the basis for regulatory requirements.
- A gap analysis documenting requirements of the City's reissued NPDES MS4 permit requirements compared to City Code, Public Works Standards, and the City's Stormwater Management Plan (SWMP) will be conducted independent from this scope and budget. Depending on timing, results of this analysis may be incorporated into the SMP.
- Design criteria and the tabular summary of NPDES MS4 permit requirements, TMDL requirements and SMP activities will be documented under TM#1: Project Planning (see Task 4-3).
- Policy recommendations, programmatic adjustments, and/or Comprehensive Plan updates will be based on activities conducted throughout the duration of the project and documented in the SMP at the conclusion of the project.
- Discussion of the stormwater code and policy review will be incorporated into a scheduled monthly coordination call agenda.

Phase 3 Data Compilation and Characterization

Objective To compile, examine, and evaluate existing GIS data, staff information, and reports to inform planning methods and assumptions.

Task 3-1 GIS Data Compilation, Model Review and Mapping

Activities BC will prepare a comprehensive data needs list (GIS files, documents, reports, etc.), to be provided to City staff prior to the kick off meeting (Task 1-3).

BC will inventory and review available City-wide GIS and LiDAR data, as well as the City's existing InfoSWMM model to confirm hydrologic and hydraulic input parameters and compare the extents and configuration against current City GIS.

Stormwater system GIS data will be reviewed to identify potential locations for model updates (i.e., per new infrastructure added prior to the previous modeling effort). Storm system GIS data will also be reviewed for completeness in terms of open channel and pipe information including inverts, rim elevations, and pipe diameters. BC will conduct a desktop analysis to compare available light detecting and ranging (LIDAR) data with documented rim elevations to confirm that data are recorded on a consistent datum, and can be used for future system-wide modeling.

Base maps will be prepared to document information collected as part of Task 3-1. Maps will reflect current city limits, land use/ zoning coverage, areas of future development and growth, areas of pending redevelopment, soils and topography, basin and subbasin delineation, stormwater collection system and facilities, and existing stormwater system data gaps (inverts, rims, etc.).

GIS data gaps or deficiencies that may impact project objectives and schedule will be identified and documented in a matrix format for discussion with the City during a scheduled coordination phone call.

Task 3-2 Documentation Review and Problem Area Identification

Activities

BC will review the City's 2012 SMP related to modeling methods, identified capacity deficiencies, and CIP needs. Unconstructed and/or unfunded stormwater CIPs per the 2012 SMP will be identified for discussion with City staff under Task 4-1 and documented in a Problem Area Matrix.

BC will also review the following concept planning and background documentation to inform the Problem Area Matrix and identify the proposed stormwater management concepts:

- Hydromodification Assessment (2015)
- Retrofit Assessment (2015)
- Wilsonville Town Center Concept Plan,
- Coffee Creek Industrial Area Concept Plan,
- Coffee Creek Regional Stormwater Facility,
- Basalt Creek Concept Plan.
- Frog Pond Planning Area
- Transportation Systems Plan (2013)

Per the above listed concept plans, available GIS related to zoning, proposed transportation corridors, preliminary infrastructure layouts, and in-progress development applications will be requested on the data needs matrix and incorporated into the GIS data review under Task 3-1.

Available Public Works documentation related to the condition of stormwater system assets will be reviewed to qualitatively identify infrastructure for inclusion on the Problem Area Matrix due to more immediate repair and replacement needs.

Task 3-3 Maintenance Activities Review

Activities

Stormwater-related operations and maintenance activities prescribed in the City's Stormwater Management Plan (SWMP) will be summarized to inform maintenance cost/ staff time assumptions for capital project development. Standard operating procedures informing maintenance activities and schedules will be reviewed. Existing stormwater-related programmatic activities that are currently incorporated into the City's annual budget will also be identified for discussion under Task 3-4.

Task 3-4 Surveys and Staff Interviews

Activities

BC will prepare a draft internal survey and external survey questions for review with the City during the kick off meeting (Task 1-3). External survey questions will be published on the City's website and used to inform stakeholder/ public level of service goals for consideration as part of the SMP update. Internal surveys will be distributed to City staff and used to inform locations of known stormwater deficiencies and flooding, lack of infrastructure, maintenance challenges, and water quality and natural resource project opportunities. Survey results will be incorporated into the Problem Area Matrix and mapped for review with the City.

BC will conduct spend up to 8 hours conducting virtual interviews with select City personnel and documenting responses, in order to collect additional information related to system operation, roles and responsibilities, current maintenance processes, and reported system deficiencies.

Information collected via surveys and interviews will be incorporated into the Problem Area Matrix as necessary.

Task 3-5 Site Visits

Activities

BC will conduct up to 3 days (24 hours) of field investigations to verify identified stormwater problem areas and refine GIS/ modeling assumptions in accordance with Phases 2 through 7. Additional objectives of field investigations may include:

- Verification and refinement of subbasin delineations (if needed). See Task 6-1.
- Verification of areas with future development potential.
- Initial observation and documentation of areas of the city with known capacity deficiencies, as identified in the completed surveys and identified on the stormwater problem area matrix
- Observation, qualification, and documentation of known high pollutant source areas of the city with the potential to install stormwater treatment.
- Observation and documentation of existing stormwater treatment and detention facility installations and retrofit opportunities.
- Observation and documentation of open-channel or natural-channel locations that may benefit from channel bank enhancement, improved riparian vegetation, or other in-stream channel improvements

Prior to the site visit, BC and City staff will coordinate locations to visit during a scheduled project coordination meeting. An agenda of targeted locations will be developed including locations where private property may require access agreements. Photo logs will be generated documenting observations and findings.

Task 3-6 Land Use and Impervious Assumptions

Activities

BC will provide up to 10 hours of technical support to City staff to assess and develop an updated existing land use coverage, based on review of the City's current zoning and vacant/ developable lands coverage and 2020 development conditions. Additional zoning/ land use categories may be added to the land use coverage assumptions from the City's 2012 SMP to reflect current development patterns and zoning specific to Concept Planning Areas. Updated impervious percentage assumptions specific to each identified land use category will be developed and provided to BC.

BC will facilitate discussions via a scheduled coordination call with the City Planning Department related to assumptions for future infrastructure needs and anticipated density increases associated with HB 2001. It is anticipated that areas impacted by this bill will be specific to the City's redevelopment and concept planning areas.

Phase 3 Deliverables

The following deliverables are included under Phase 3:

- Comprehensive data request list.
- Draft and final internal stormwater survey and external survey questions.
- Updated data request list, documenting GIS data received from the City, identified data gaps, and proposed data gap resolution.
- Preliminary mapping (by basin), including locations of identified problem areas per surveys.
- Draft Problem Area Matrix for use in Task 4-1.

Phase 3 Assumptions

The following assumptions are made for Phase 3:

- The City will provide BC with data in response to the data request lists within a mutually agreed upon timeline.
- System condition assessment efforts do not include CCTV video review, development of rating criteria or risk-based scoring framework.
- Maintenance activities and records will solely be reviewed to inform priority locations for repair and replacement needs. Assessment and inspection of stormwater infrastructure to evaluate system condition will not be conducted as part of this study.
- Available GIS data includes the basin/ subbasin delineation per the 2012 SMP, City concept planning area boundaries and proposed infrastructure layout, and locations of public detention/ regional facilities.
- The City will provide a existing land use coverage and associated impervious area assumptions to BC at the conclusion of Task 3-6 in GIS and tabular format. BC will provide up to 10 hours of technical support related to the land use categorization and impervious percentage analysis.
- City staff will be responsible for providing GIS mapping or specific locations (coordinates) of problem areas per the internal survey results.
- Internal and external survey review and refinement (per the kick-off meeting feedback), as well as the summarization of survey results is reflected under Task 10-1. Such activities will be conducted by B&W.
- Two BC staff are budgeted for 8 hours each to conduct interviews and documentation under Task 3-4.
- Two BC staff are budgeted for 8 hours per day for 3 days (including travel) under Task 3-5.
- The outcomes from Phase 3 will be documented under TM#1: Project Planning (see Task 4-3).

Phase 4 Project Planning

Objective To establish modeling extents, capital project needs, and water quality objectives to support project identification and future financial analysis efforts.

Task 4-1 Workshop 1: System Status and Modeling Extents

Activities BC will prepare an agenda, meeting materials, and facilitate a 3-hour workshop with City staff to discuss the status and results of Phase 3. The Problem Area Matrix developed under Phase 3 to describe reported problem areas and documented system condition deficiencies will be used to inform Workshop 1.

BC will prepare maps of the stormwater system, identifying locations of reported impairment/project needs and preliminary hydraulic modeling extents. Anticipated discussion topics and activities include:

- City staff input regarding currently known capacity problems, hydromodification problems, water quality needs and opportunities, aging/failing infrastructure, and proposed and constructed CIPs.
- Future development and stormwater management approach for growth areas.
- Available planning documentation (zoning, transportation corridors, preliminary infrastructure layouts, in-progress development applications)
- Identify the extent of stream survey needs (see Task 5-2).
- Data availability to support model update and development. How should data gaps be resolved? Is additional field survey work required?
- Public detention facilities modeling needs. Facilities constructed since 2008 will be identified per Task 3-1 and reviewed with City staff to inform incorporation into the hydraulic model extents and consideration for retrofit potential.

Task 4-2 Documentation

Activities Based on the results from Task 4-1, workshop outcomes including qualified problem areas, preliminary project concepts, and modeling needs will be documented in an updated Problem Area and Project Opportunity Matrix. When possible, overlapping problem areas will be combined into single projects that serve multiple objectives. Project concepts may include pipe replacement, facility maintenance, infrastructure needs, detention/retention facility installation or modification, natural resource improvements, and water quality facility installations (e.g., rain gardens, planters).

A map of proposed hydrologic and hydraulic model extents will be developed.

BC will prepare a TM (TM#1: Project Planning) summarizing project planning efforts conducted under Phases 2, 3 and 4.

Phase 4 Deliverables

The following deliverables are included under Phase 4:

- Problem area matrix and GIS shapefile documenting reported problem area locations and system condition deficiencies, for use during Workshop 1.
- Workshop 1 meeting agenda and meeting materials, including base maps
- Problem Area and Project Opportunity Matrix per identified project needs discussed during Workshop 1.
- Draft TM#1: Project Planning

Phase 4 Assumptions

The following assumptions are made for Phase 4:

- The City will provide BC with one consolidated set of comments on draft TM#1.
- Finalization of TM#1 will occur prior to inclusion in the SMP and reflect inclusion of Phase 7 outcome.
- Three BC staff will attend the 3-hour workshop with City staff.
- The City's project manager will invite appropriate engineering, planning, and maintenance staff to participate in Workshop 1 and distribute meeting materials prior to the workshop.
- Early Action Project needs may be identified from the Problem Area and Project Opportunity Matrix and can be prioritized for cost estimation and capital project development purposes.
- Discussion during the Workshop will also be used to inform stream survey and data collection efforts (Phase 5).
- The Problem Area and Project Opportunity Matrix will serve as the meeting minutes from the workshop.

Phase 5 Stream Survey and Data Collection

Objective To assess the geomorphic condition of stream channels in the City and obtain system data for use in hydrology and hydraulic (H/H) model development and capital project development.

Task 5-1 Stream Survey

Activities Based on the results of Phase 4, BC will summarize the stream survey needs and preliminary open channel data collection needs for consideration under Task 5-2. These locations may include open channel segments where tree cover/ LIDAR coverage does not allow for the automated development of transects and other locations that may warrant additional investigation and/or data collection efforts.

Waterways Consulting will conduct a field-based geomorphic assessment of selected open channel areas within and adjacent to the city to characterize condition, identify impacts associated with hydromodification, assess and map potential risks to property and infrastructure, and provide recommendations on how to address the observed risks or impacts.

The following activities will be conducted to characterize ongoing erosion concerns and hydromodification risk in specified stream locations:

- Review of available data, reports, and maps to support the geomorphic analysis.
- John Dvorsky, Waterways' Principal Geomorphologist, will conduct up to 3-days of a geomorphic field assessment to characterize ongoing erosion concerns, hydromodification risk, and baseline conditions to inform stream impacts associated with upstream development activities.
 - The field-based assessment will consist of a stream walk along accessible stream reaches in the City, targeting those with reported or documented hydromodification risk.
 - Locations and descriptions of relevant instream features such as eroding banks, bed features (e.g. exposed bedrock, headcuts, beaver dams), and at-risk infrastructure (e.g. road crossings, pipes, etc.) will be documented.
 - Qualitative description of geomorphic setting, geomorphic trends (i.e., aggrading, incising or stable), presence of base level controls, and the primary risk to infrastructure will be included at the reach scale.
 - Areas where the assessed stream topography varies significantly from the existing topographic data will be GPS located and flagged in the field.
- Waterways will prepare a TM (TM#2: Geomorphic Analysis) documenting results of the field analysis and historic, current and expected channel conditions.

Task 5-2 Open Channel Data Collection (Optional)

Activities

Based on activities conducted under Task 5-1, a map will be prepared by Waterways Consulting following the stream walk to prioritize where additional cross-section or localized stream channel profiles may need to be surveyed.

Waterways Consulting will conduct up to three days of additional topographic data collection efforts. Open channel survey data will be collected either using an RTK or Total Station, depending on field conditions in each location.

Task 5-3 Pipe System Data Collection (Optional)

Activities

BC will identify survey needs (based on gaps in GIS data) for the piped stormwater system required to support development of the stream survey and hydraulic modeling efforts.

The BC Team includes Weddle to provide surveying services as needed. Structure elevations, measure downs, and any additional open channel cross sections will be surveyed to rectify data discrepancies and support hydraulic model refinements.

Phase 5 Deliverables

The following deliverables are included under Phase 5:

- Mapping reflecting stream survey and open channel data collection extents.
- Draft and final TM#2: Geomorphic Analysis

Phase 5 Assumptions

The following assumptions are made for Phase 5:

- Tasks 5-2 and 5-3 are optional and would be initiated by City staff based on proposed model extents, required open channel and pipe system survey needs, and GIS data gaps.
- City staff will be available to provide basic field support during the stream survey and data collection efforts.
- Rights of entry permission will be obtained by the City from private property owners to support Tasks 5-1, 5-2 and 5-3.
- LIDAR will be used to develop cross-sections for ditches or open channel portions of the conveyance system to support hydraulic modeling efforts. Additional data collection efforts (Task 5-2 or 5-3) may be required for associated structures (weirs, culverts, etc.) or areas where LIDAR is not accurate. Field verification to confirm geometry can be collected during the stream survey.
- Ground, manhole rim elevations, and open-channel system geometry to develop and refine the hydraulic models will initially be based on existing information in the City's system inventory, InfoSWMM model or interpolated from available LIDAR to the extent possible.
- The stream survey (Task 5-1) will identify locations and descriptions of relevant instream features such as eroding banks, bed features (e.g. exposed bedrock, headcuts, beaver dams), and at-risk infrastructure (e.g. road crossings, pipes, etc.). In addition, qualitative description of geomorphic setting, geomorphic trends (i.e., aggrading, incising or stable), presence of base level controls, and the primary risk to infrastructure will be included at the reach scale.
- City authorization is required prior to Tasks 5-2 or 5-3. BC and city staff will review the open channel survey locations noted by Waterways under Task 5-1 and other areas of data gaps and identify supplemental data collection needs. Initiation of Tasks 5-2 and 5-3 is subject to project amendment.
- Any collected survey data (open channel and piped system) will be added by the City into their existing GIS database for continued use on this project.

Phase 6 System Assessment

Objective To develop a hydrologic model of the city's drainage basins for existing and future flows. To refine the current hydraulic model of the public stormwater system to evaluate problem areas and future infrastructure needs in growth areas of the city.

Task 6-1 Subbasin Delineation

Activities BC will use available GIS data of the City's current basin and subbasin delineations, developed for the 2012 SMP, and refine and delineate subbasins based on proposed model extents.

Subbasin size may vary per the extent of the mapped public stormwater system and anticipated hydraulic modeling needs. Subbasins may extend outside of the city limits to account for contributing areas, but detailed delineation in areas outside of the city limits and/or UGB is not anticipated.

Task 6-2 Hydrologic Model Development

Activities BC will develop an updated hydrology model based on the updated land use and impervious coverage information identified in Task 3-6. Updated system hydrology will include review and refinement of flow length and slope values, catchment widths, soils, and infiltration assumptions based on refined subbasin delineations, GIS, aerial imagery, and land use coverage.

For areas outside of the current City limits where growth and/or future annexation is anticipated, system hydrology (flow projections) will be developed to support future financial evaluations and system development charge (SDC) calculations.

Task 6-3 Hydraulic Model Updates

Activities

In accordance with modeling extents and methods developed under Phase 4, InfoSWMM hydraulic model updates will be conducted in conjunction with current GIS and LIDAR and may include revised invert and rim elevations, the addition of public improvements, and the incorporation of channel cross-sections and any new field survey information.

For areas outside of the current City limits where growth and/or future annexation is pending (i.e., Concept Planning Areas), system hydraulic updates will be incorporated based on available GIS of proposed system improvements, survey (as needed) and additional feedback from the City during Workshop 1, consistent with the established modeling approach per Phase 4.

QA/QC of the model will be conducted.

Task 6-4 Model Validation

Activities

Existing-conditions models developed under Tasks 6-2 and 6-3 will be used to simulate flows from up to two real-time storm events for model validation. Model validation efforts to compare model results against anecdotal data provided by the city will be conducted as information is available.

Best professional judgement will be used to adjust model input parameters to best match observed flow conditions. Hydrologic model adjustments will be limited to ranges identified in the modeling methods and assumptions document (TM#2). Results of the validation process will be discussed with City staff during a conference call to confirm acceptance of model adjustments.

Adjustments to input parameters will be applied city wide such that hydrologic input utilize the same means and methods across the city.

Task 6-5 System Evaluation and Documentation

Activities

BC will simulate flows associated with the Water Quality, 2-, 10-, and 25-year, 24-hour design storms with the validated model developed under Task 6-4.

Based on performance criteria established under Phase 2, BC will use the hydraulic model to analyze the functionality of the existing stormwater system to convey both current and future predicted flows. Capacity limited areas will be identified on the Problem Area and Project Opportunity Matrix for potential capital project development under Phase 8.

Capacity deficiencies will be presented to city staff during a scheduled project coordination call. Basin maps will be developed to summarize results of the modeling analysis for discussion with the City.

BC will prepare a TM (TM#3) at the beginning of Phase 6, outlining modeling methods including the modeling platform, hydrologic modeling assumptions and proposed revisions (per the City's 2012 InfoSWMM model, as applicable), hydraulic design criteria, and approach to model validation. TM#3 will be updated to include model results, including tabulated hydrologic and hydraulic model results to facilitate QA/QC of modeling results.

Task 6-6 Hydraulic Model Conversion and 2-D Model Evaluation (Optional)

Activities

The City's existing InfoSWMM hydraulic model will be converted to the XPSWMM model platform to support 1-D and 2-D model evaluations for targeted areas of the stormwater system.

BC will evaluate select areas of the City using 2-D modeling capabilities. The evaluation will include establishment of flooding extents, determination of water surface depths across the inundated areas, identify the source location of flooding, and confirm velocity fields across the 2-D modeled area and flow paths of inundated areas.

Phase 6 Deliverables

The following deliverables will be provided under Phase 6:

- GIS shapefiles documenting the updated subbasin delineations.
- Basin maps indicating projected capacity deficiencies, including locations that may be considered for project development efforts.
- Draft and final TM#3, documenting modeling methods and results of Phase 6 efforts including tabular documentation of existing and future flows.
- A working Problem Area and Project Opportunity Matrix summarizing capital project needs for development under Phase 8.

Phase 6 Assumptions

The following assumptions are made for Phase 6:

- Where survey data are not available, BC will incorporate assumed data from LIDAR, rough field measurements, engineering judgement (as appropriate) or other sources and document the modeling assumptions.
- The hydraulic model updates will be focused on pipes that are 18 inches in diameter and greater and will not include smaller pipes and laterals. Validated (as information is available) hydrologic and hydraulic (H/H) models will be provided at the conclusion of the project as a deliverable.
- 40 hours total are allotted in the budget for Task 6-1 for updating and expanding the subbasin delineations. This effort assumes boundaries from the previous plan are currently available in GIS.
- 92 hours total are allotted in the budget for Task 6-2 for hydrologic model development and QAQC, which assumes consistent hydrologic and infiltration methodology per the 2012 SMP is used.
- 116 hours total are allotted for hydraulic model updates and QAQC. The inclusion of any additional public detention facilities and the subsequent review of drainage reports/ as-builts to support inclusion into the hydraulic model is budgeted under this task.
- Detention pond additions/ retrofit needs will be included in the Problem Area Matrix developed under Task 4-1 and verified under Phase 7.
- As-built information as well as stage-storage-discharge information will be provided by the City for public detention facilities added to the hydraulic model.
- Validation efforts under Task 6-4 will be limited to comparing existing-conditions model results for up to two rainfall events. Anecdotal information, photos, flow measurements and rainfall data will be provided by the City, as available, for use in model validation. A total of 36 hours has been allocated to the model validation effort.

- BC will present initial model results to City staff during a scheduled coordination call. As applicable, BC will work with the City to identify whether additional 2-D modeling might be desirable for capital project development.
- Modeling methods will maintain consistency with the 2012 SMP. Any deviations from methods outlined in the 2012 SMP will be identified and discussed with the City during a monthly coordination call.
- TM#3 will include both a summary of modeling methods per the 2012 SMP, any modeling method deviations, and modeling results and be provided to the City for review and comment. City comments not affecting technical or project related assumptions will be addressed when the TM is incorporated into the master plan.
- The City will provide BC with one consolidated set of comments on the draft TM#3.
- Hydraulic model updates will maintain consistent nomenclature per the existing InfoSWMM model and 2012 SMP. Model nomenclature refers City's GIS IDs.
- The budget for Task 6-6 reflects hydraulic model conversion to XPSWMM and up to 40 hours of staff time developing 2-D hydraulic models for targeted areas of the City. Task 6-6 will be initiated at the request of the City prior to work beginning under Phase 6, and based on outcomes from Phase 4 and 5.

Phase 7 Retrofit Analysis

Objective To evaluate stormwater retrofit opportunities to address water quality and/or flow control needs within existing development and future growth areas.

Activities BC will assess the City's storm system layout to identify public retrofit project opportunities to supplement the City's 2015 Retrofit Assessment and address areas of growth and redevelopment. This analysis will consider the configuration of the public conveyance system to evaluate constraints and opportunity areas. Activities include the following:

- Review recent TMDL benchmark, wasteload allocation attainment and retrofit assessment results to confirm high pollutant loading areas and water quality planning needs.
- Identify opportunities to integrate water quality in conjunction with results of the problem area identification (Phase 3) and system assessment (Phase 5) efforts.
- Evaluate the Memorial Park/ Library Detention Pond to confirm existing drainage area and additional capacity and expansion potential.
- Review existing public detention and water quality facility locations to confirm expansion potential to serve as a regional facility and support development of a fee-in-lieu program.
- Assess utility and transportation conceptual layouts in planning areas to assess collection system and potential regional facility placement opportunities in conjunction with Phase 8.
- Evaluate programmatic opportunities to incorporate water quality facility installation or maintenance on an annual basis.

The assessment methods and identified project and programmatic opportunities, and recommended prioritization considerations will be documented in TM#3: Retrofit Analysis.

Phase 7 Deliverables

The following deliverables will be provided under Phase 7:

- Map identifying retrofit opportunities for existing development and future growth areas.
- Updated TM#1, documenting results of Phase 7 efforts.

Phase 7 Assumptions

The following assumptions are made for Phase 7:

- Water quality and flow control facility sizing will utilize the City's BMP sizing tool or InfoSWMM/ XPSWMM hydraulic model, depending on the size of the contributing drainage area.
- Modeling analysis to support conceptual design of retrofits will be evaluated under Phase 8.
- Calculation of SDC/ fee in lieu eligibility will be conducted only for capital projects with cost estimates as developed in Phase 8.

Phase 8 Capital Project Development

Objective To define the highest priority capital project needs for conceptual project development, cost estimation, and fact sheet development as part of the SMP.

Task 8-1 Project Opportunities Matrix

The Problem Area and Project Opportunity Matrix developed under Phase 4 will be updated to comprehensively summarize project and programmatic needs stemming from the stream survey (Task 5-1), system evaluation (Phase 6), and retrofit analysis (Phase 7). Potential project strategies will be documented, which may include pipe replacement, enhanced maintenance, water quality treatment, detention/retention facility installation or modification, flow routing modifications, stream enhancement and infrastructure installation.

Task 8-2 Workshop 2: CIP Opportunities

Activities

BC will facilitate a 3-hour CIP Workshop with the City to review the Project Opportunities Matrix and discuss the City's goals and expectations for capital project and programmatic needs. Preliminary project alternatives and concepts will be discussed and reviewed.

BC will discuss options (project versus programmatic activity) to address areas of more frequent maintenance needs, continued repair and replacement needs, or where a one-time project or structural solution may not be relevant. Programmatic needs may also reflect locations where routine or ongoing monitoring is required. Confirmed programmatic activities will be reflected on the Matrix.

During the Workshop, emphasis will be placed on the prioritization of areas for capital project development. Preliminary project prioritization criteria will be presented to assist staff in defining whether an area or deficiency requires immediate resolution (highest priority/ 0-5 year timeframe), whether it is a lesser priority but still should be documented (medium priority/ 6-10 year timeframe), longer term need (lower priority/ 11-20 year timeframe), or whether it is no longer an issue or need as part of a capital improvement program. This initial project prioritization will be reflected in a matrix. The highest priority project locations/concepts will be selected for detailed cost estimation under Task 8-4.

Following the workshop, BC will prepare an updated Project Opportunities Matrix to summarize key results and decisions from the Workshop and reflect priority project locations for development of detailed costs and mapping.

Task 8-3 Capital Project Model Development

Activities

Using future condition flows estimated under Phase 6, BC will hydraulically evaluate capital project needs and sizing for select areas of existing system capacity deficiencies, detention/retrofit needs, and concept planning areas requiring new infrastructure. Alternatives will be identified and discussed with City staff to inform preferred capital project options.

Analysis may use InfoSWMM or XPSWMM (as applicable), the BMP Sizing Tool, or other hydraulic modeling platform. Strategies may include retrofit of existing water quality or detention ponds, installation of storage facilities, pipe upsizing and/ or reconfiguration, open channel enhancements, and new pipe sizing.

Task 8-4 Capital Project Cost Estimation and Documentation

Activities

Using recent bid tab information, RS Means, and City-specific cost information, BC will prepare planning level unit cost tables for applicable capital project design components and features for City review and feedback. Planning-level cost estimates will include construction, engineering, administration, and contingencies.

Annualized maintenance costs will be identified in terms of staffing resources, based on information collected in Phase 3. Current system maintenance activities and asset inventory will also be used to refine programmatic recommendations and annual costs.

In conjunction with the planning level cost estimates, BC will prepare an estimate of the percent of the total project cost that could potentially be attributed to future development impacts to support SDC evaluations.

The capital project design concepts (to approximately a 10 percent level of design) and the planning-level cost estimates will be incorporated into a Stormwater Capital Improvement Summary matrix (CIP Outlay), providing design information for up to 15 individual project needs. Comprehensive map(s) will be developed to show capital project locations and design features.

Task 8-5 Project Prioritization

Activities

BC will work with the City to refine the preliminary prioritization criteria and scoring metrics presented in Task 8-2, in order to develop an automated and adjustable prioritization tool to support City scheduling of capital project implementation over a 20-year planning period.

Activities include the following:

- Development of a simple spreadsheet project prioritization tool, criteria, and scoring mechanism to evaluate and rank projects.
- Presentation (during a regular coordination call) of the prioritization process and tool and to obtain feedback.
- Address City comments on the prioritization matrix and tool and document the prioritization of projects for inclusion in the master plan.
- Assist in developing a CIP implementation schedule based on project prioritization and costs.

Capital projects will be scheduled as either high priority, medium priority, or low priority in conjunction with schedule. Project prioritization and schedule will be incorporated in the Stormwater Capital Improvement Summary matrix.

Phase 8 Deliverables

The following deliverables are included under Phase 8:

- Updated Project Opportunities matrix, reflecting outcomes from Phase 5, 6 and 7, including selection of priority project locations for capital project development under Task 8-3 and 8-4.
- Agenda and workshop meeting materials for Workshop 2.
- Attendance and facilitation by three BC staff at a 3-hour workshop with the City.
- Draft and final unit cost table

- A Stormwater Capital Improvement Summary Matrix reflecting planning-level cost estimates.
- Schedule for capital project implementation in accordance with Task 8-5.
- Up to five map(s) identifying capital project locations and design features.

Phase 8 Assumptions

The following assumptions are made for Phase 8:

- Due to the unknown scope and scale of this work, 84 hours of staff engineer time and 60 hours of senior engineer time for modeling support and QA/QC has been budgeted to model project alternatives and establish system sizing under Task 8-3.
- BC will prepare an agenda and workshop meeting materials for City review prior to Workshop 2. City staff will coordinate logistics for the workshop, including securing a meeting location, establishing a meeting date and time, and inviting appropriate City staff.
- Approximately 15 capital project planning-level cost estimates will be developed under Task 8-4. Lesser priority capital project needs may be maintained on the Stormwater Capital Improvement Summary matrix at the City's request.
- The City will provide one consolidated set of comments on the Project Opportunities Matrix at the conclusion of Task 8-2, including confirmation of priority project locations for development under Task 8-3 and 8-4.
- If programmatic activities (i.e., ongoing or annual city-wide maintenance programs, pilot programs, etc.) are selected to address system deficiencies, these programs will solely be referenced in the Stormwater Capital Improvement Summary Matrix (not as a fact sheet) and as a separate section of the SMP. Annual cost estimates will be provided.
- The City will provide one consolidated set of comments on the planning level cost estimates.
- Unit costs will be based on RS Means, recent master planning level costs compiled by BC and any City-provided bid tabs.

Phase 9 Stormwater Master Plan (SMP) Preparation

Objective Develop an approved City-wide stormwater master plan to guide capital project development during the next 20 years.

Task 9-1 Draft SMP Development

Activities BC will prepare a draft SMP, compiling the highlights of information and documentation (TMs) prepared under Phases 2 through 8. General system maps and narrative reflecting the City's stormwater conveyance system, identified system capacity deficiencies, water quality project needs (as appropriate) and capital project locations will be summarized.

Detailed technical information, such as tabular modeling data, TMs, and cost estimates, will be included as technical appendices, as appropriate.

A graphical executive summary with mapping, call-outs, schedule, etc. will be prepared for ready distribution to the public, summarizing goals and objectives and technical outcomes.

BC will conduct an internal QA/QC of the draft Stormwater Master Plan.

A draft digital copy will be provided to the City for review and comment.

Task 9-2 Draft Final and Final SMP Development

Activities

City comments provided under Task 8-1 will be incorporated to create a draft-final SMP for City Council review and comment. An Executive Summary will highlight the major findings and recommendations from the Draft Stormwater Master Plan. A draft-final SMP in digital format will be provided to the City for review and comment by City Council.

City comments on the draft-final SMP will be incorporated to create a final SMP. Three hard copies of the final SMP, including appendices, will be provided. A print and Web-ready, searchable electronic version of the final SMP will also be provided to the City.

Phase 9 Deliverables

The following deliverables are included under Phase 9:

- Draft SMP (in .doc format) for City review and comment
- Draft-Final SMP (in .pdf format) for Council review and comment
- Final SMP (in .pdf format) and three full hard copies
- Electronic copies of project GIS data, models and the SMP. Editable .doc versions will be provided for unstamped documentation.

Phase 9 Assumptions

The following assumptions are made for Phase 9:

- One consolidated set of City and stakeholder review comments on the draft SMP will be provided to BC.
- One consolidated set of City comments on the draft-final SMP will be provided to BC.
- The City will be responsible for additional stakeholder coordination efforts, aside from the scoped public meetings and open houses (see Phase 10).
- The client is responsible for hosting and maintaining all GIS or non-GIS contents (e.g. documents, pictures, videos) on a web server and providing valid URLs.

Phase 10 Public Outreach and Stakeholder Participation

Objective

Implement public engagement and outreach activities in accordance with tools and forums identified in the documented Public Engagement Plan (PEP). Prepare for and participate in two Virtual Open Houses and up to seven public meetings (Planning Commission, City Council)

Task 10-1 Public Engagement Plan (PEP) Implementation

Activities

Barney and Worth (B&W) will provide public engagement efforts for the Stormwater Master Plan, in conjunction with strategies outlined the PEP. Activities will include:

- Development of a one-page public engagement plan (PEP) to identify key stakeholders and outline communication needs in conjunction with the project schedule. Draft presentation of the PEP will occur at the project kickoff meeting; the final PEP will reflect messaging and talking points confirmed with City staff during a coordination call.
- Collaboration on City Council and Planning Committee meeting materials throughout the project duration.
- Support for development of external survey questions and follow up analysis and reporting (in accordance with Task 3-4).
- Provide Spanish language translation for survey questions and Virtual Open House content.

Task 10-2 Virtual Open House

Activities BC and B&W will coordinate with City staff and prepare materials to support two, static virtual open houses in order to present project status information, FAQs, and solicit information from the public related to the project scope and activities. Technical content to be outlined in the PEP. Tentative open house objectives are as follows:

- Open House #1 – Purpose is to educate and learn about the community’s values related to stormwater management. These values will help inform messaging for the stormwater master plan. Introduce external survey to assess desired levels of service.
- Open House #2– Purpose is to provide a status update on the project to the public and solicit community feedback related to capital project development efforts.

Task 10-3 Public Meeting Preparation and Attendance

Activities BC will prepare up to three presentations for use during public meetings, using graphics and narrative developed under Phases 4 through 8. Presentations will outline the SMP goals, objectives, planning process, and capital project/ program recommendations.

One BC staff will attend and present at up to two planning commission meetings, accompanied by City staff. Two BC staff will attend and present at up to three City Council meetings, accompanied by City staff.

Phase 10 Deliverables

The following deliverables are included under Phase 10:

- Draft and final Public Engagement Plan, reflecting messaging and talking points discussed and vetted with BC and City staff.
- Web content development, attendance and facilitation at up to two Virtual Open Houses. Web content to include Spanish translation (up to \$1,500).
- Presentation materials (up to two) for City Council and Planning Commission Meetings (PowerPoints, graphics, messaging)
- BC attendance and presentation at up to five public meetings

Phase 10 Assumptions

The following assumptions are made for Phase 10:

- City staff will support efforts to promote the Virtual Open Houses including development of promotional materials and posting on the City social media sites, providing access to interested parties email lists, etc.
- City staff to develop articles for the Boones Ferry Messenger based on content developed for the Virtual Open Houses.
- Virtual Open Houses will be hosted on <https://www.letstalkwilsonville.com/> and City staff will be the technical lead to launch and manage Virtual Open Houses.
- Consultant team will have access to external survey results from Virtual Open Houses (Letstalkwilsonville/Bangthetable).
- B&W will facilitate the Virtual Open Houses; no live presentation
- One BC staff will be in attendance and present at up to two Planning Commission meetings; two BC staff will be in attendance and present at up to three City Council meetings.
- Presentation content will be repeated between the Virtual Open Houses, Planning Commission Meetings, and City Council Meetings. Up to two presentation documents will be developed in PowerPoint and Prezzi format and provided to the City in advance of the work session or meeting.

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Brown and Caldwell
Budget

November 20, 2020

Wilsonville, City of (OR) -- Wilsonville Stormwater Master Plan																											
		Wieland, Angela M	Eldon, Miranda	Reizlaff, Ryan G	Glass, Michael R	Bell, Janice	Suesser, Thomas	Christoferson, Jessica L	Reininga, Krista	Richardson, Angela M	Kansakar, Pratistha	Pererson, Douglas R	Rowe, Jessica A	Weaver, Anton M	Molseed, Arthur C	Wilson, Joanna B	Paire, Wendy M				Waterways	Barney and Worth	Weddle				
Phase	Phase Description	PM	PA															Total Labor Hours	Total Labor Effort	Expenses	Cost	Cost	Cost	Total Sub Cost	Total Expense	Total Effort	
001	Project Management	\$234	\$98	\$198	\$128	\$171	\$112	\$198	\$270	\$171	\$147	\$171	\$171	\$128	\$270	\$98	\$128										
001	Project Administration	124	44	22	12	0	4	0	0	0	0	0	0	0	2	24	0	232	42,560	0	0	0	0	0	0	0	42,560
002	Project Coordination Meetings	70	44	0	4	0	4	0	0	0	0	0	0	0	2	24	0	148	24,544	0	0	0	0	0	0	0	24,544
003	Project Kickoff Workshop	48	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	64	14,400	0	0	0	0	0	0	0	14,400
001	Stormwater Code and Policy Review	6	0	6	8	0	0	0	0	0	0	0	0	0	0	0	0	20	3,616	0	0	0	0	0	0	0	3,616
002	Stormwater Code and Policy Review	24	0	0	6	0	0	0	4	0	0	0	0	0	0	0	3	37	7,848	0	0	0	0	0	0	0	7,848
001	Stormwater Code and Policy Review	24	0	0	6	0	0	0	4	0	0	0	0	0	0	0	3	37	7,848	0	0	0	0	0	0	0	7,848
003	Data Compilation, Characterization	54	4	60	150	13	16	0	0	8	0	0	0	0	0	0	2	307	49,747	300	0	1,440	0	1,440	1,812	51,559	
001	GIS Data Comp, Model Rvw, Mapping	10	0	10	76	5	0	0	0	0	0	0	0	0	0	0	0	101	14,903	0	0	0	0	0	0	14,903	
002	Documentation, Problem Area ID	10	0	12	34	6	8	0	0	8	0	0	0	0	0	0	0	78	12,358	0	0	0	0	0	0	12,358	
003	Maintenance Activities Review	4	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	12	1,832	0	0	0	0	0	0	1,832	
004	Surveys and Staff Interviews	20	0	12	4	2	0	0	0	0	0	0	0	0	0	0	2	40	8,166	0	0	1,440	0	1,440	1,512	9,678	
005	Site Visits	2	4	26	28	0	0	0	0	0	0	0	0	0	0	0	0	60	9,592	300	0	0	0	0	300	9,892	
006	Land Use Impervious Assumptions	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	16	2,896	0	0	0	0	0	0	2,896	
004	Project Planning	22	0	18	50	10	0	0	4	2	0	0	0	0	0	0	6	112	19,012	0	0	0	0	0	0	19,012	
001	Workshop 1	12	0	8	12	0	0	0	0	0	0	0	0	0	0	0	2	34	6,184	0	0	0	0	0	0	6,184	
002	Documentation	10	0	10	38	10	0	0	4	2	0	0	0	0	0	0	4	78	12,828	0	0	0	0	0	0	12,828	
005	Stream Survey and Data Collection	6	0	0	4	8	0	0	0	0	0	0	0	0	0	0	2	20	3,540	0	20,300	0	0	20,300	21,315	24,855	
001	Stream Survey	6	0	0	4	8	0	0	0	0	0	0	0	0	0	0	2	20	3,540	0	20,300	0	0	20,300	21,315	24,855	
006	System Assessment	44	0	74	278	42	46	0	4	0	20	0	0	0	0	0	8	516	77,910	0	0	0	0	0	0	77,910	
001	Subbasin Delineation	2	0	6	2	2	30	0	0	0	0	0	0	0	0	0	0	42	5,614	0	0	0	0	0	0	5,614	
002	Hydrologic Model Development	4	0	16	40	8	16	0	0	0	8	0	0	0	0	0	0	92	13,560	0	0	0	0	0	0	13,560	
003	Hydraulic Model Updates	4	0	8	88	8	0	0	0	0	8	0	0	0	0	0	0	116	16,328	0	0	0	0	0	0	16,328	
004	Model Validation	4	0	8	24	0	0	0	0	0	4	0	0	0	0	0	0	40	6,180	0	0	0	0	0	0	6,180	
005	System Evaluation and Documentation	30	0	36	124	24	0	0	4	0	0	0	0	0	0	0	8	226	36,228	0	0	0	0	0	0	36,228	
007	Retrofit Analysis, Fee-in-Lieu	16	0	14	28	0	0	36	2	0	0	0	0	0	0	0	2	98	18,024	0	0	0	0	0	0	18,024	
001	Retrofit Analysis, Fee-in-Lieu	16	0	14	28	0	0	36	2	0	0	0	0	0	0	0	2	98	18,024	0	0	0	0	0	0	18,024	
008	Capital Project Development	82	0	80	256	28	0	0	8	0	8	0	0	0	0	0	10	472	77,200	0	2,920	0	0	2,920	3,066	80,266	
001	Project Opportunities Matrix	4	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	20	3,544	0	0	0	0	0	0	3,544	
002	Workshop 2: CIP Opportunities	12	0	12	16	0	0	0	0	0	0	0	0	0	0	0	0	40	7,232	0	0	0	0	0	0	7,232	
003	Capital Project Model Development	16	0	32	84	20	0	0	0	0	8	0	0	0	0	0	0	160	25,428	0	2,920	0	0	2,920	3,066	28,494	
004	CIP Cost Estimate, Documentation	34	0	28	148	8	0	0	0	0	0	0	0	0	0	0	10	228	35,092	0	0	0	0	0	0	35,092	
005	Project Prioritization	16	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	24	5,904	0	0	0	0	0	0	5,904	
009	Stormwater Master Plan Devel	40	0	8	88	8	24	0	8	0	0	0	28	12	0	0	26	242	38,076	0	0	0	0	0	100	38,176	
001	Draft SMP Development	24	0	8	60	8	24	0	8	0	0	0	28	12	0	0	12	184	28,956	0	0	0	0	0	0	28,956	
002	Draft Final and Final SMP Devel	16	0	0	28	0	0	0	0	0	0	0	0	0	0	0	14	58	9,120	100	0	0	0	0	100	9,220	
010	Public Outreach	46	0	24	12	0	0	0	0	0	0	0	0	0	0	0	6	88	17,820	150	0	15,015	0	15,015	15,916	33,736	
001	Public Engagement Plan Implement	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	1,404	0	0	15,015	0	15,015	15,766	17,170	
002	Virtual Open House	8	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	20	3,408	0	0	0	0	0	0	3,408	
003	Public Meetings	32	0	24	0	0	0	0	0	0	0	0	0	0	0	0	6	62	13,008	150	0	0	0	0	150	13,158	
CORE TOTAL		458	48	300	884	109	90	36	30	10	28	0	28	12	2	24	65	2,124	351,737	450	23,220	16,455	0	39,675	42,209	393,946	
OPTIONAL TASKS																											
005	Stream Survey and Data Collection	0	0	4	16	4	0	0	0	0	0	0	0	0	0	0	0	24	3,524	0	10,720	0	10,000	20,720	21,756	25,280	
002	Open Channel Data Collection	0	0	0	4	4	0	0	0	0	0	0	0	0	0	0	0	8	1,196	0	10,720	0	0	10,720	11,256	12,452	
003	Pipe System Data Collection (Opt)	0	0	4	12	0	0	0	0	0	0	0	0	0	0	0	0	16	2,328	0	0	0	10,000	10,000	10,500	12,828	
006	System Assessment	0	0	40	0	0	0	0	0	0	8	40	0	0	0	0	0	88	15,936	0	0	0	0	0	0	15,936	
006	2D Model Evaluation (Opt)	0	0	40	0	0	0	0	0	0	8	40	0	0	0	0	0	88	15,936	0	0	0	0	0	0	15,936	
OPTIONAL TOTAL		0	0	44	16	4	0	0	0	0	8	40	0	0	0	0	0	112	19,460	0	10,720	0	10,000	20,720	21,756	41,216	
PROJECT TOTAL		458	48	344	900	113	90	36	30	10	36	40	28	12	2	24	65	2,236	371,197	450	33,940	16,455	10,000	60,395	63,965	435,162	

Hours and Dollars are rounded to nearest whole number.
 Subconsultants subject to a 5% markup.



CITY COUNCIL MEETING STAFF REPORT

<p>Meeting Date: January 4, 2021</p>	<p>Subject: Resolution No. 2862 Authorizing the City Manager to Execute a Professional Services Agreement with Keller Associates to Provide Engineering Consulting Services for the Elligsen Well Facility Rehab and Upgrades Project (CIP #1083 & 1114).</p> <p>Staff Member: Matt Palmer, P.E., Associate Engineer</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>	
<p>Staff Recommendation: Staff recommends Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To:</p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities: Expand and Maintain High Quality Infrastructure</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s): Water System Master Plan 2012</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) with Keller Associates in the amount of \$107,818.00 for engineering consulting services for the Elligsen Well Facility Rehab and Upgrades Project (Project).

EXECUTIVE SUMMARY:

The City owns and maintains eight potable groundwater wells that once supplied all of the City’s drinking water. The City’s 2012 Water System Master Plan (Master Plan) identified that six of these groundwater wells should be maintained as backup potable water supply for emergency situations, such as if the Willamette River Water Treatment Plant goes offline. Elligsen Well is identified as one of these six backup potable water supplies.

The Elligsen Well Facility is within the same complex as the Elligsen Reservoirs, located on Elligsen Road to the east of Canyon Creek Road (see Attachment A for Project Location Map). Recommended improvements made in the Master Plan include the connection and upgrade of well monitoring to the nearby booster pump station’s SCADA (telemetry) system, replacing the existing compressor with an air-pack unit, add level monitoring, remove excess equipment, reroof building structure, repaint and repair exterior trim, and replace motor control equipment. The selected engineering consultant will work with staff to identify other needed improvements at the time of predesign.

Staff issued a Request for Proposals (RFP) in October 2020 for professional engineering services for the Project. One (1) proposal was received by the November 12, 2020 due date. Staff evaluated the submitted proposal and determined that Keller Associates was qualified to perform engineering consulting services for the Project at the negotiated amount of \$107,818.00.

EXPECTED RESULTS:

Engineering design and construction services will be provided for the rehabilitation and upgrade of mechanical, electrical, and instrumentation components at the Elligsen well facility. These improvements will allow the Elligsen well facility to respond more quickly to emergency backup water situations.

TIMELINE:

The design phase of the Project is scheduled to be completed by June 30, 2021, with construction anticipated to be completed by February 2022.

CURRENT YEAR BUDGET IMPACTS:

The Elligsen Well Facility Rehab and Upgrades project (Project #1083) is funded through the Water Operating Fund. The approved FY2020-21 Wilsonville budget includes \$238,350.00 for the design, construction and overhead of the Elligsen Well Facility improvements.

The Water System Telemetry project (Project #1114), a companion project to the Well Facility Rehab and Upgrades program, is funded through the Water Operating Fund. The Water System Telemetry project covers costs associated with the design and construction of water system telemetry components, controls, and other related improvements. The approved FY2020-21 Wilsonville budget includes \$75,361.00 for the design, construction and overhead of water system telemetry improvements.

The contract amount with Keller Associates, Inc. is \$107,818.00, within the total budgeted amount for the Project.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 12/21/2020

LEGAL REVIEW / COMMENT:

Reviewed by: JRA Date: 12/30/2020

COMMUNITY INVOLVEMENT PROCESS:

An informational project website has been created on the City's website to communicate project updates and possible impacts. Once design concludes and construction approaches, project information mailers may be prepared and distributed to communicate impacts to property owners directly adjacent to the well facility pending anticipated work and the associated sounds from those improvements.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Completion of this planned design work will further the City's goal of upgrading and retrofitting the existing potable groundwater wells. In the case of an emergency, these wells can be used to serve the City with clean drinking water.

There are no anticipated impacts to the community during the design phase.

ALTERNATIVES:

During the creation of 2012 Water System Master Plan, the City's consultant reviewed well conditions, water rights status, availability of standby power, water quality, and pump tests of the 8 existing wells to prioritize which well facilities warrant upgrades and continued maintenance, and which ones should be considered for potential abandonment or conversion to non-potable (irrigation) use. Elligsen was determined to be maintained into the future and to remain part of the City's backup water supply because of these factors.

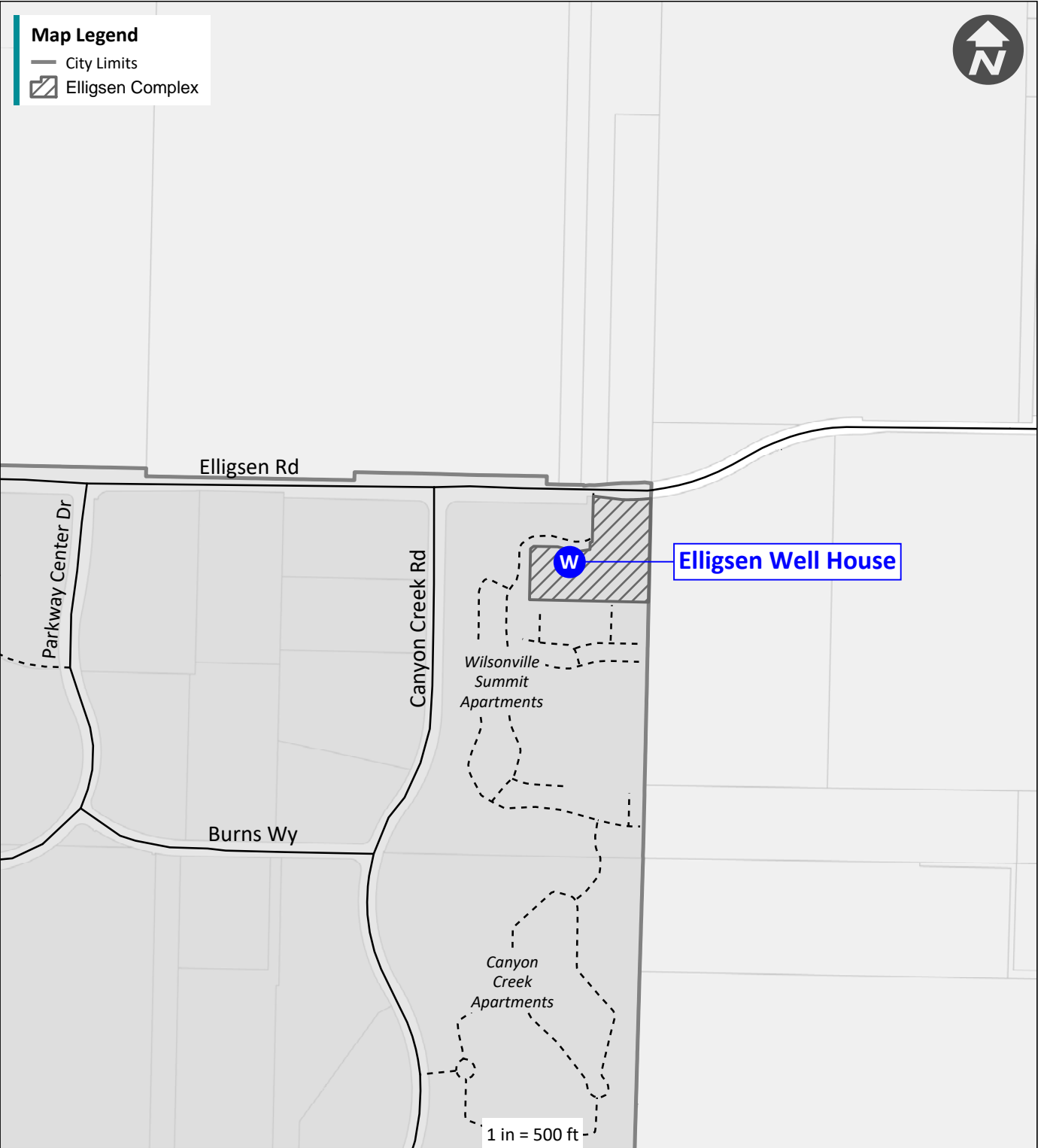
CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. Resolution No. 2862
 - A. Elligsen Well Facility Rehab and Upgrades Professional Services Agreement

\\CITYHALL\cityhall\Engineering\CIP Project Files\1083 Well Facility Rehab and Upgrades\Elligsen Well Design\Council Documents\Mapping\Attachment A.mxd



Project Location Map
Elligsen Well Facility Rehab and Upgrades

Attachment
1

RESOLUTION NO. 2862

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KELLER ASSOCIATES, INC. TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE ELLIGSEN WELL FACILITY REHAB AND UPGRADES PROJECT (CAPITAL IMPROVEMENT PROJECT #1083).

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #1083, known as the Elligsen Well Facility Rehab and Upgrades project (the Project); and

WHEREAS, the City solicited proposals from qualified consulting firms for the Project that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Keller Associates, Inc. submitted a proposal on November 12, 2020 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Keller Associates, Inc. has provided a responsive and responsible proposal for engineering consulting services.
2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Keller Associates, Inc. for a not-to-exceed amount of \$107,818.00, which is substantially similar to **Exhibit A** attached hereto.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4th day of January, 2021, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. Elligsen Well Facility Rehab and Upgrades Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Elligsen Well Facility Rehab and Upgrades Project (“Project”) is made and entered into on this _____ day of _____ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Keller Associates, Inc.** an Idaho corporation (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the engineering and design services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2021, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or

in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED EIGHTEEN DOLLARS (\$107,818), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 17**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. City's Rights and Responsibilities

5.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2020-21. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 15**.

Section 6. City's Project Manager

The City's Project Manager is Matt Palmer. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

Consultant's Project Manager is Peter Olsen. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Project or Scope of Work, or any portion thereof; or of any nonconformance with

federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 10. Subcontractors and Assignments

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

10.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

10.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 11. Consultant Is Independent Contractor

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

11.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written

consent of the City, which consent may be given or denied in the City's sole discretion. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

12.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

12.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 13. Indemnity

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

13.2. Standard of Care. In the performance of the Services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 14. Insurance

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

14.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury

and Property Damage, written on an “occurrence” form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

14.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

14.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

14.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer’s Liability Insurance with coverage limits of not less than **\$500,000** each accident.

14.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant’s liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant’s Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory.

Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

14.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days’ prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

14.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 15. Early Termination; Default

15.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

15.1.1. By mutual written consent of the parties;

15.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

15.1.3. By Consultant, effective upon seven (7) days’ prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

15.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant

notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

15.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

15.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 19**, for which Consultant has received payment or the City has made payment.

Section 16. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 18. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 19. Property of the City

19.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation. Notwithstanding the foregoing, Consultant retains an ownership right to the work products and may reuse or modify them on future consultant projects. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

19.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 20. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
 Attn: Matt Palmer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Keller Associates, Inc.
 Attn: Peter Olsen
 245 Commercial Street SE, Suite 210
 Salem, OR 97301

Section 21. Miscellaneous Provisions

21.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

21.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

21.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

21.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

21.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

21.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

21.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

21.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

21.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

21.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

21.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

21.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

21.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

21.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

21.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

21.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

21.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be

entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

21.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

21.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

21.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

KELLER ASSOCIATES, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

Scope of Work

Date: November 23, 2020

Owner: City of Wilsonville, OR

Consultant: Keller Associates, Inc.

Consultant Project Number: 218138-005

Project Name: Elligsen Well Improvements

Project Description

The Owner intends to complete facility upgrades to the Elligsen Well. The well hole rehabilitation and submersible pump/motor replacement were recently completed by others. This project includes final design, bid support, and construction phase support services for the following recommended upgrades:

- SCADA and control upgrades to reflect current City standards similar to the recently completed Gesellschaft Well upgrades. Instrumentation upgrades including a new pressure transducer(s) to be installed in an existing conduit(s) in the well hole and in the discharge piping and new flow meter. Add door switches to signal intrusion detection to SCADA.
- No changes to the chlorine residual monitoring instruments. However, project will include new LMI pumps and pump lines for poly and chlorine addition along with new poly and chlorine feeding drums with new attached flow site tubes.
- Mechanical upgrades, including new pump to waste system with pressure relief function similar to the recently completed Gesellschaft Well upgrades. Other mechanical upgrades include new eye wash, new interior hose bib (with backflow prevention), and new C-level service to the well house with connection made to the east of the well house near the entrance gate. Minor plumbing upgrades may be needed to accommodate mechanical upgrades. Interior piping shall be copper, brass, or ductile iron material.
- Painting of interior piping, walls, and flooring. Also paint exterior siding (gable ends)
- Demolition of obsolete electrical/control components; removal of air bubbler and associated compressor.
- Electrical improvements including replacing motor control equipment (soft start, no VFD), replacement or upgrading of most interior electrical, including lighting. Provide dedicated outlets for poly and chlorine pumps that can be controlled by PLC. No change to the existing electrical service, generator, or automatic transfer switch is anticipated.
- Replace existing roof frame and provide new metal roofing and roof hatch. Install roof tie-offs. Replace door and windows. Add address number to exterior of well house.
- No work on water rights permitting (services provided by City, if required); No HVAC improvements anticipated in this scope of work.
- Project financing will come from City funds.

Scope of Work

The Consultant's scope of work will include the following tasks:

Task 1: Project Management

Consultant Services

- 1.1 Provide general project administration, project accounting, and periodic schedule and project updates, including simplified monthly progress reports.
- 1.2 Participate in a kickoff meeting conference call with the Owner. Prepare a request for information.

Owner Responsibilities

- Provide timely reviews and requested data.
- Provide forum for project meetings and access to site and records as needed.

Assumptions

- Budget assumes ten-month schedule from project initiation through final construction.

Deliverables

- Kickoff meeting agenda and minutes.
- Project schedule.
- Monthly progress reports.

Task 2: Preliminary Design

Consultant Responsibilities:

- 2.1 Design Criteria. Document design criteria that will serve as basis for design.
- 2.2 Site Visit and Base Mapping. Consultant will visit the site to document existing facilities based on visual observations. Consultant to take measurements of existing facilities within the building and using this information along with available record drawings prepare a site map and existing facility base map. No surveying will be provided.
- 2.3 Site and Mechanical Layout. Develop concept design showing site civil layout with proposed yard piping improvements. Develop concept mechanical layout.
- 2.4 Structural Concepts. Work with City staff to define Owner preferences in terms of materials of construction.
- 2.5 Electrical and Controls. Develop P&ID and electrical one-line diagram. Identify elements to be demolished / salvaged with Owner input. Preliminarily size equipment and coordinate with power utility. Solicit Owner input and preferences for equipment.
- 2.6 Opinion of Probable Cost. Provide an opinion of probable cost for the project.
- 2.7 Workshop Meeting. Meet with Owner to review predesign concepts and anticipated costs. Summarize decisions in meeting minutes. No preliminary engineering report is anticipated.

Owner Responsibilities:

- Provide input on design criteria and preferred equipment.
- Review and comment on the preliminary engineering plans.
- Provide existing control network diagram of City's SCADA system.

Assumptions:

- Permitting support will not be required for the pressure relief discharge or water rights.
- Existing control system communication means shall be utilized with upgraded equipment. If an additional Radio path survey is required, it shall be provided by others.
- Existing power utility will remain. Only electrical equipment downstream of the service is included in this scope of work.

Deliverables:

- Concept drawings.
- Agenda and meeting notes for Workshop Meeting.

Task 3: Final Design*Consultant Responsibilities*

- 3.1 Plan Sheets. Prepare general, site civil, structural, architectural, plumbing, mechanical, electrical, and instrumentation and control plan sheets for the project. Instrumentation and control plan sheets will generally include a network layout drawing (if applicable), piping and instrumentation diagrams (P&ID), control panel one-line diagrams, wiring diagrams, input/output schedule, and the instrumentation schedule. Control design will include panel design sheets and will assume that the City's SCADA integrator will be completing integration services. Prepare 50% and 90% review sets.
- 3.2 Specifications. Provide technical specifications for the project. City to prepare front end documents that will include standard bidding forms and contract forms and City standard contract requirements. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction of the booster station. Where applicable, use of City Public Works Standards and ODOT Standard Specifications for Construction will be used. Prepare table of contents for the 50% review set, and complete draft technical specifications for the 90% review set.
- 3.3 50% Design and Review Workshop Meeting. Submit 50% design review drawings and specifications table of contents to the Owner. Participate in a 50% design review workshop meeting. Respond to Owner comments on 50% plan set.
- 3.4 90% Design and Review Workshop Meeting. Prepare 90% design and complete internal quality control review by senior engineer. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting. Respond to Owner comments on 90% plan set.
- 3.5 Opinions of Probable Cost. Prepare an updated opinion of probable cost for the project at final design.
- 3.6 Agency Submittal. Final plans and specifications will be submitted to Oregon Health Authority (OHA), drinking water division for review. Respond to any agency comments. Building permit

submittal is assumed to be handled by the Contractor.

- 3.7 **Final Approval.** Upon Owner and OHA review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.

Owner Responsibilities:

- Provide comments and input on the 50% and 90% design deliverables. Owner staff will provide review and input of deliverables in a consolidated comment log.
- Prepare front-end documents.
- Provide legal and risk reviews of the bid documents.
- Provide review comments from Owner SCADA integrator at 90% design review stage. SCADA integrator to provide SCADA panel design as part of construction submittal.
- Pay agency review and design fees.

Assumptions:

- Consultant shall be entitled to rely on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including manufacturers, suppliers, and publishers of technical standards.
- Project will not include irrigation or landscaping of the site. Architectural rendering are not be included in the booster station design.
- Contractor will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), prepare traffic control plans, and secure associated permits as required.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- No environmental or geotechnical work is anticipated as part of this scope of work.

Deliverables:

- 50% design submittal, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17").
- 90% design drawings and specifications, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17").
- 100% stamped design package, including one PDF submittal (one full size 22"x34", three half size 11"x17").
- Opinions of probable cost.

Task 4: Bid Administration and Support

Consultant Responsibilities

- 4.1 Bid Administration – Consultant will advise Owner on bid inquiries at the request of the Owner.

Owner Responsibilities

- Complete bidder prequalification process (if desired).
- Prepare, print, and distribute Request for Qualification documents and be the main point of contact during the pre-qualification process.

- Prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process.
- Distribute bid documents and maintain list of plan holders. Respond to bidder questions and issue addenda.
- Conduct bid opening and make recommendation for award. Provide legal review and support as required.

Assumptions

- For budgeting purposes, only one set of bid documents and one bidding process were assumed. Up to thirteen hours of bid support services is anticipated for budgeting purposes. Bidding is anticipated to include a single lump sum for the project.

Deliverables

- Responses to Owner questions clarifying bid documents.

Task 5: Construction Phase Services

Consultant Responsibilities

- 5.1 Construction Meetings – Consultant will attend pre-construction meeting to address questions that may arise. Consultant to attend up to three additional construction meetings as requested by Owner.
- 5.2 Construction Administration – Review contractors' submittals to check that proposed materials generally conform to the specifications. Respond to requests for information and provide plan and specification clarification. Review and recommend change orders, field orders, and work change directives. Participate in start-up of project (anticipated to be limited to one day).
- 5.3 Operations and Maintenance Manual (O&M) Update – Consultant will review and approve O&M materials provided by the Contractor and provide these for the Owner for inclusion in the existing O&M manual.
- 5.4 Record Drawings – Consultant will review, make revision recommendations and approve record drawings prepared by the Contractor. Record Documents will include marked-up construction drawings, addenda, change orders and other data that show significant changes made during construction based on information provided by the Contractor, and observed by the Consultant and Owner. Consultant will prepare record drawings reflecting changes made to the design during construction. Consultant will provide the Owner with:
 - Final as-built plans in PDF format digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
 - One full size (22"x34") Mylar (min. 3-mil) final record drawings stamped and signed by a Professional Engineer registered in the State of Oregon.
 - AutoCad copy, 2018 version, final record drawings plan set. Owner assumes responsibility for any reuse or modification of drawings for other than the original purpose.
- 5.5 Construction Observation – The Consultant shall make supplemental site visits to observe construction activities. Such visits and observation are not intended to be an exhaustive check of the contractor's work but rather are to allow the Consultant to become generally familiar

with the work in progress and to check that installed improvements are in general accordance with the contract documents. Based on these observations, the Consultant shall keep the Owner informed about the progress of the work and shall endeavor to guard the Owner against deficiencies in the work. For budgeting purposes, the Consultant has assumed 20 hours of observation (including travel time to/from Salem) during the project.

Owner Responsibilities

- Provide day-to-day inspection services and construction management. Review, approve, and process pay requests and change orders.
- Coordinate SCADA integration.

Assumptions

- Work will be completed by a single prime contractor over a three-month period.
- No hardware or software will be provided as part of the scope of services. SCADA integration services are not included with this this scope of work. Sequence of operations development, PLC and HMI programming, testing, startup and commissioning are planned to be included as an "Owner's supplied" scope of work within the 100% design documents.
- The Consultant will not be producing a new or updated well house O&M manual. The scope is limited to review of O&M material provided by the Contractor.

Deliverables

- Approved O&M manual materials and record drawings.

Project Schedule

Design and construction services are anticipated to be completed based on the following milestones.

- Kickoff meeting and RFI – within 14 days of Notice to Proceed (NTP)
- Predesign – within 60 days of Kickoff meeting and receiving RFI items
- 50% Design – within 45 days of receiving Owner comments on predesign.
- 90% Design – within 45 days of receiving Owner comments on 50% design
- Final Design – within 21 days of receiving Owner comments on 90% Design
- Bidding and Award – Anticipated to take 4-6 weeks
- Construction – Closeout anticipated to occur within one month of Construction Final Completion

Cost of Services

Services will be on a time and materials with an estimated budget shown below. While individual task budgets may be exceeded, the overall budget will not be exceeded without Owner approval.

Basic Services	Cost
Task 1: Project Management	\$ 8,370
Task 2: Preliminary Design	\$ 15,015
Task 3: Final Design	\$ 57,013
Task 4: Bidding Admin and Support	\$ 2,600
Task 5: Construction Phase Services	\$ 24,820
Total	\$ 107,818

City of Wilsonville
Elligsen Well Improvements



EXHIBIT A

Date: 23-Nov-20

Task	Description	Keller Associates																		Sub-Consultant / Direct Costs*	Total	
		Principal in Charge James Bledsoe	Project Manager Peter Olsen	Structural Engineer - II Brandon Keller	Structural Engineer - I	Structural CAD	Electrical Engineer Lead -- Adam N.	Electrical Engineer - I	Electrical CAD	Controls Engineer Lead -- Keven H.	Controls Designer	Controls CAD	Mechanical/Plumbing Lead	Project Engineer	Mechanical CAD	Civil Engineer Lead -- Ryan M.	Civil Designer	Quality Control - Chief Engineer - David K.	Admin			
Composite Rates		\$200	\$180	\$185	\$125	\$95	\$170	\$115	\$105	\$200	\$145	\$105	\$155	\$120	\$110	\$150	\$100	\$240	\$75			
1	Project Management																					
1.1	Project management	4	23																	10		\$5,690
1.2	Kickoff meeting	2	4	2			2							2								\$2,070
1.3	Request for information		1	0.5			0.5			0.5			0.5							1		\$610
	Task Total	6	28	2.5	0	0	2.5	0	0	0.5	0	0	0.5	2	0	0	0	0	0	11	\$0	\$8,370
2	Preliminary Design																					
2.1	Design criteria	1	1	1			1	1		1			1									\$1,205
2.2	Site visit and base mapping		3											6	8		6					\$2,740
2.3	Site and mechanical layouts	1	3										2	8	12	2	4	1				\$4,270
2.4	Structural concepts		0.5	1	2																	\$525
2.5	Electrical and controls	0	1				2	4	4	1	4	4		2				1				\$3,080
2.6	Opinion of probable cost	0	1		2		0.5	2					1	4		1						\$1,820
2.7	Workshop meeting	2	3		0		0			0			3							1		\$1,375
	Task Total	4	12.5	2	4	0	3.5	7	4	2	6	4	4	23	20	3	10	2	1		\$0	\$15,015
3	Final Design																					
3.1	50% design	2	6	2	8	20	2	8	20	2	4	6	2	16	16	6	4					\$15,010
3.2	50% workshop		4											4						1		\$1,275
3.3	90% design	2	7	2	7	16	5	18	22	4	40	40	5	18	18	4	4	4				\$27,330
3.4	90% workshop		4											4						1		\$1,275
3.5	90% cost estimate		0	0	0		0	0					0	0		0						\$0
3.6	90% QC		1															8				\$2,100
3.7	100% design	1	3	2	2	4	2	8	8	1	2	8	1	3	4		1			8		\$6,825
3.8	100% cost estimate		0.5	1	2		1	2					0.5	3		0.5						\$1,728
3.9	Agency submittal / response		2	1	2	0	1	2	0	1				3						1		\$1,470
	Task Total	5	27.5	8	21	40	11	38	50	8	48	54	8.5	48	38	10.5	9	12	11		\$0	\$57,013
4	Bid Administration and Support																					
4.1	Pre-qualification review	0	0																	2	\$0	\$0
4.2	Bid schedule and docs		1		0		0				0			0								\$330
4.3	Pre-bid meeting		0											0								\$0
4.4	Bid administration	1	3		1		3			1	1		2	2		0						\$2,270
4.5	Bid review	0	0											0						0		\$0
	Task Total	1	4	0	1	0	3	0	0	1	1	0	2	2	0	0	0	0	0	2	\$0	\$2,600
5	Construction Phase Services																					
5.1	Construction meetings (4 total)		12		0		0			0				0						1		\$2,235
5.2	Submittal reviews	0	4	0.5	4		2	6		1	8		2	10		2		1		4		\$6,053
5.3	Field orders, change orders, RFIs	1	4	0.5	2		2	6		1	6		2	8		1		1		2		\$5,173
5.4	Startup support	0	8				1	4			6			8								\$3,900
5.5	O&M review and approval	1	1				1	4			4			8						1		\$2,625
5.6	Record drawings		2				1		2			1		3	3		1				\$500	\$2,135
5.7	Construction observation		5					0						15								\$2,700
	Task Total	2	36	1	6	0	7	20	2	2	24	1	4	52	3	3	1	2	8	\$500		\$24,820
	Total	18	108	13.5	32	40	27	65	56	13.5	79	59	19	127	61	16.5	20	16	33	\$500		\$107,818
																				Total Consultant Fee	\$107,818	

*Subconsultant fees include 5% Consultant Markup

RESOLUTION NO. 2870

A RESOLUTION AND ORDER AMENDING RESOLUTION NO. 2864 TO FURTHER EXTEND THE LOCAL STATE OF EMERGENCY AND EMERGENCY MEASURES, AS AUTHORIZED BY RESOLUTION NO. 2803.

WHEREAS, pursuant to Oregon Revised Statutes (ORS) 401.309 and ORS 401.305, as well as Wilsonville's own Wilsonville State of Emergency Resolution No. 1959, the City enacted Resolution 2803 on March 16, 2020 in response to the COVID-19 Coronavirus pandemic; and

WHEREAS, on April 6, 2020, the City enacted Resolution No. 2807 to extend the declared state of emergency to May 31, 2020; and

WHEREAS, on June 1, 2020, the City enacted Resolution No. 2818 to extend the declared state of emergency to July 21, 2020; and

WHEREAS, on July 20, 2020, the City enacted Resolution No. 2834 to extend the declared state of emergency to September 11, 2020; and

WHEREAS, on September 10, 2020, the City enacted Resolution No. 2844 to extend the declared state of emergency to November 3, 2020; and

WHEREAS, on October 19, 2020, the City enacted Resolution No. 2858 to extend the declared state of emergency to December 31, 2020; and

WHEREAS, on December 7, 2020, the City enacted Resolution No. 2864 to extend the declared state of emergency to February 2, 2021; and

WHEREAS, it is reasonable and prudent to anticipate that significant City resources will continue to be needed to respond to the COVID-19 threat for the foreseeable future and beyond the expiration date set forth in Resolution No. 2858; and

WHEREAS, pursuant to Executive Order 20-24, the Governor of Oregon extended the State of Emergency Declaration to July 6, 2020; and

WHEREAS, pursuant to Executive Order 20-30, the Governor of Oregon again extended the State of Emergency Declaration, to September 4, 2020; and

WHEREAS, pursuant to Executive Order 20-38, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, to November 3, 2020, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 20-59, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through January 2, 2021, with the possibility of a further extension that is reasonably anticipated to occur.

WHEREAS, pursuant to Executive Order 20-67, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through March 3, 2021, with the possibility of a further extension that is reasonably anticipated to occur.

NOW, THEREFORE, the Wilsonville City Council declares as follows:

In order to help ensure citizen safety by rapid response, the City Council hereby extends the expiration date of the Wilsonville Emergency Declaration, initially made pursuant to Resolution No. 2803, until March 15, 2021, with the possibility of further extension, unless otherwise earlier terminated by the City Council.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4th day of January 2021, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, December 7, 2020. Mayor Knapp called the meeting to order at 7:05 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

Mayor Knapp
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

Staff present included:

Bryan Cosgrove, City Manager
Jeanna Troha, Assistant City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Andy Stone, IT Director
Beth Wolf, Senior Systems Analyst
Dominique Huffman, Civil Engineer
Chris Neamtzu, Community Development Director
Mark Ottenad, Public/Government Affairs Director
Zoe Monahan, Assistant to the City Manager
Zach Weigel, Capital Projects Engineering Manager
Keith Katko, Assistant Finance Director

Motion to approve the order of the agenda.

Motion: Councilor Akervall moved to approve the order of the agenda with the change to remove Resolution No. 2863 from the Consent Agenda and make it New Business Item D. Councilor Linville seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

MAYOR'S BUSINESS

A. Placeholder for Appointments/Reappointments

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Development Review Board – Reappointment

Reappointment of Jean Svadlenka to the Development Review Board, Panel A for a term beginning 1/1/2021 to 12/31/2022.

Motion: Councilor Akervall moved to ratify the reappointment of Jean Svadlenka to the Development Review Board, Panel A for a term beginning 1/1/2021 to 12/31/2022. Councilor Linville seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

B. Upcoming Meetings

Upcoming meetings were announced by the Mayor as well as regional meetings he attended on behalf of the City.

COMMUNICATIONS

A. None.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

There was no public input.

COUNCILOR COMMENTS

A. Council President Akervall

Informed the Council of www.gettrainedtohelp.com. Individuals can sign up for trainings on the website on how to provide support or a referral for a person in distress. Additional, mental health resources can be found by visiting www.clackamas.us/mentalhealthconnection.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Ms. Akervall mentioned the following upcoming events:

- December 9, 2020 at 4:00 p.m., a free premiere of *The Library That Dolly Built* is scheduled to be livestreamed by the Wilsonville Library.
- Parks and Recreation webpage has a schedule of winter fest activities; which include a build a stocking event, toy drive, snowflake scavenger hunt, cookie contest, and letters to Santa.
- December 15, 2020 at the Community Center between 4:00 p.m. and 6:00 p.m. there is a drive by thank you event for Mayor Knapp scheduled.

Councilor Akervall then invoked her privilege as Council President and requested that a fellow Councilor make a motion to declare Tuesday, December 15, 2020 as Mayor Knapp Appreciation Day in the City of Wilsonville.

Motion: Councilor West moved to declare December 15, Mayor Knapp Appreciation Day starting 2020 and indefinitely. Councilor Lehan seconded the motion.

Councilor Akervall then read a proclamation into the record declaring December 15, 2020 as Mayor Tim Knapp Day.

Vote: Motion carried 4-0-1.

SUMMARY OF VOTES

Mayor Knapp	Abstained
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

A video tribute to Mayor Knapp was then played. After the playing of the tribute, Mayor Knapp was presented with the following:

- Personalized street sign
- Gift from Mayor Callaway of Hillsboro
- Thumb drive with video presentation
- Handbook for a Jaguar XK150
- Model car of a 1951 Jaguar

B. Councilor Lehan

Reminded all the date was December 7, which is Pearl Harbor Day. Furthermore, Ms. Lehan recognized Verrell Heater whom died in Pearl Harbor. Ms. Lehan explained that Mr. Heater has a headstone at Pleasant View Cemetery but is buried in Arizona.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

C. Councilor West

Wished Mayor Knapp and his wife Melodee the best in retirement.

Mr. West then mentioned on the topic of Council compensation, which had been brought up at the last Council goal setting session. He then made a motion.

Motion: Councilor West moved to have staff come back at the December 21, 2020 Council meeting, options for Council and Mayor compensation which would include a monthly stipend with an escalator that increases, maybe with inflation or the cost of living. Councilor Lehan seconded the motion.

Mayor Knapp shared the topic of Council compensation has percolated in the background for at least a decade.

Prior to discussion Councilors Akervall and Linville declared a possible conflict of interest on the topic as, they might benefit from any decision. Therefore, both Councilors recused themselves.

Councilor Lehan shared the intention of the compensation is that Councilors would receive a monthly stipend not a salary. With the Mayor receiving a higher, amount than the Councilors. Ms. Lehan explained Council could have a fuller discussion on the topic once staff provides a resolution and additional information.

Councilor West explained there are hours and hours that go into preparing for Council meetings and the additional meetings outside of Council. He further explained that Council compensation provides equity and allows more people to have the opportunity to serve without taking a loss. For example if someone has young children and would need childcare to attend meetings, or take time off work, they lose that income in order to serve. Mr. West described that he does not expect anybody to make a living by being a member of Council but for the compensation to provide the ability for an individual to stay level.

Mr. West further added that Council compensation gives more people an opportunity to participate in the process and have their voices heard.

Ms. Lehan agreed with Councilor West that Council compensation is an equity and inclusion issue.

Ms. Lehan recalled when she first became a member of Council the packets were 40 or 50 pages long. Now, packets are 400 or more pages long, which take a lot of time to read and become informed. In addition, there is a large number of boards/commissions and other committees managed by Council.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Mayor Knapp stated he would support the motion to ask staff to bring back a resolution on Council compensation in order to implement before the end of the year. Furthermore, he agreed with Councilor West that Council compensation would provide more equity. The Mayor too would like to see a structure that would enable a broader range of people within the community to participate should they choose to without losing income or having to pay for auxiliary services.

Mayor Knapp explained he would like for the compensation to be structured therefore, future Councils are not put in the position to debate whether or not amounts continue to be adequate. Moreover, the Mayor desires for the compensation not to take effect until the next fiscal year in order for staff to budget appropriately.

City Manager Cosgrove shared staff has data that has been compiled from other cities, which will be updated and brought back to Council. He reminded Council to consider possible tax implications of compensation depending on the Councilor's tax bracket. He further, explained any member of Council whom may be philosophically opposed to collecting the stipend would have the ability to opt out just the same as with health insurance provided by the City.

Mr. Cosgrove announced a future Council would have the ability to eliminate the program altogether if they so choose.

Mr. Cosgrove requested Council provide direction on indexing, such as tying it to the average cost of living increases for the City's collective bargaining agreements or to the Consumer Price Index for All Urban Consumers (CPI-U) used by the City of Portland.

Mr. Cosgrove suggested that a three-tier system be established with separate compensation amounts for Mayor, Council President, and Councilors.

In closing, Mayor Knapp requested this item be added to the next Work Session and Council meeting for further discussion.

Vote: Motion carried 3-0-2.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Akervall	Abstained
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Abstained

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

D. Councilor Linville

Ms. Linville reported on the below past and upcoming events:

- December 2, 2020 attended the Willamette Falls Locks Commission held their fifteenth meeting
- December 3, 2020 participated in the League of Oregon Cities conference call
- December 7, 2020 (today) Pearl Harbor Day
- December 9, 2020 working with the Wilsonville Chamber of Commerce on their Where’s Wilson event
- December 11, 2020 plans to attend the League of Oregon Cities Elected Essentials Workshop

CONSENT AGENDA

Resolution No. 2863 was moved to the New Business section of the agenda as Item D.

Ms. Jacobson read the title of the Consent Agenda items into the record.

A. **Resolution No. 2866**

A Resolution Of The City Of Wilsonville, Acting In Its Capacity As The Local Contract Review Board, Authorizing The City Manager To Execute A Contract With Automated Merchant Services And Merrick Bank.

B. **Resolution No. 2867**

A Resolution Adopting The Canvass Of Votes Of The November 3, 2020 General Election.

Motion: Councilor West moved to approve the Consent Agenda as read. Councilor Linville seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

NEW BUSINESS

A. **Resolution No. 2864**

A Resolution And Order Amending Resolution No. 2858 To Further Extend The Local State Of Emergency And Emergency Measures, As Authorized By Resolution No. 2803.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Ms. Jacobson read the title of Resolution No. 2864 into the record.

She then noted that Council received an amended copy of the resolution as the previous version was missing a date. Ms. Jacobson further explained the City has had an emergency order in effect non-stop without any laps since the beginning of the pandemic. Resolution No. 2864 now brings the emergency declaration through February 2, 2021 to keep in line with the Governor’s order. Ms. Jacobson reminded Council that an emergency declaration is necessary so the City can apply for emergency funds if they become available.

Motion: Councilor Akervall moved to approve Resolution No. 2864. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

B. Resolution No. 2865

A Resolution Of The City Of Wilsonville Adopting The Findings And Recommendation Of The 2020 Solid Waste Franchise Rate Review Process As Documented In The “Solid Waste Collection Report, November 2020.”

Ms. Jacobson read the title of Resolution No. 2865 into the record.

Mark Ottenad, Public/Government Affairs Director provided a brief presentation, which has been included in the record. In addition, present to answer question was consultant Chris Bell.

Council questions and comments ensued.

Motion: Councilor Linville moved to approve Resolution No. 2865. Councilor West seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

C. Resolution No. 2868

A Resolution of the City of Wilsonville Establishing a Restaurant Relief Program to Address Impacts Associated with COVID-19.

Ms. Jacobson read the title of Resolution No. 2868 into the record.

Chris Neamtzu, Community Development Director provided the PowerPoint, which has been included in the record.

Motion: Councilor Lehan moved to approve Resolution No. 2868. Councilor West seconded the motion.

Council discussion ensued.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

D. Resolution No. 2863

A Resolution Of The City Council Creating The Kitakata Sister City Advisory Board.

Ms. Jacobson read the title of Resolution No. 2863 into the record.

Ms. Jacobson recalled Resolution No. 2863 had been removed from the Consent Agenda and moved to the New Business portion of the meeting. She further explained initially the resolution and bylaws created for the Kitakata Sister City Advisory Board were to include seven members. However, the resolution and bylaws have now been updated to include nine members with staggered terms.

Motion: Councilor Linville moved to approve Resolution No. 2863. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

CONTINUING BUSINESS

A. None.

PUBLIC HEARING

A. None.

CITY MANAGER'S BUSINESS

City Manager Cosgrove reminded Council of the virtual Diversity, Equity, and Inclusion listening session scheduled for December 8, 2020 at 6:00 p.m.

Mr. Cosgrove gave a shout out to the Public Works and Parks maintenance staff for the great job they do every year with the holiday lights. He disclosed in order to be sensitive and inclusive to all community members next year the lighting will look a little different.

LEGAL BUSINESS

No report.

ADJOURN

Mayor Knapp adjourned the meeting at 9:36 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Tim Knapp, Mayor