

RESOLUTION NO. 3130

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO METER READING SERVICES CONTRACT WITH METEREADERS, LLC.

WHEREAS, the City entered into a Meter Reading Services Contract with Metereaders, LLC, for water meter reading services, on June 29, 2021 pursuant to the authority granted in Resolution No. 2913 (the "Contract"); and

WHEREAS, Metereaders, LLC has requested a rate increase from \$0.73 per water meter to \$1.10 per water meter (an increase of \$0.37 per water meter, or a 50.68% increase); and

WHEREAS, the City Council, acting as the Local Contract Review Board, finds that it is in the public interest to approve the requested rate increase and to exercise its option to extend the Contract for an additional one (1) year.

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

Section 1. The City Manager is authorized to execute a First Amendment to Meter Reading Services Contract with Metereaders, LLC, which First Amendment is substantially similar to Exhibit A attached hereto and incorporated by reference herein.

Section 2. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of April, 2024, and filed with the Wilsonville City Recorder this date.

DocuSigned by:

Julie Fitzgerald

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JULIE FITZGERALD MAYOR

ATTEST:

DocuSigned by:
Kimberly Veliz
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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Yes

EXHIBIT:

A. First Amendment to Meter Reading Services Contract

**CITY OF WILSONVILLE
FIRST AMENDMENT TO METER READING SERVICES CONTRACT**

This First Amendment to Meter Reading Services Contract (“First Amendment”) is effective the 1st day of April 2024 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Meterreaders, LLC**, an Oregon limited liability company (“Contractor”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Meter Reading Services Contract (“Contract”) with Contractor on June 29, 2021; and

WHEREAS, the City and Contractor mutually desire to extend the term of the Contract, and exercise the first one-year renewal option, pursuant to Section 2.2 of the Contract; and

WHEREAS, the City and Contractor mutually desire to amend Section 3.2 of the Contract to increase the rate payable by the City from \$0.73 per water meter to \$1.10 per water meter, which rate the City and Contractor mutually desire to be the rate payable by the City through June 30, 2025; and

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

AGREEMENT

The Contract is amended as follows:

Section 1. Term

The term of the Contract is hereby extended to June 30, 2025.

Section 2. Amendment to Section 3.2

Section 3.2 of the Contract is amended and restated as follows:

Effective as of April 1, 2024, and except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor for the actual Services completed, as identified in this Contract ("Services To Be Provided") at a rate of ONE DOLLAR AND TEN CENTS (\$1.10) for each water meter read (“Compensation Amount”).

Section 3. Amendment to Section 3.6

Section 3.6 of the Contract is amended and restated as follows:

If the City exercises its option(s) under **Section 2.2** and extends the term of this Contract until June 30, 2026, the Contractor may increase the Compensation Amount based on the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U): West – Size Class A, all items index, not seasonally adjusted, for the most recently reported twelve (12) month period as of June 1, 2025. Contractor waives any right to request a contract amendment to increase the Compensation Amount prior to June 30, 2025.

Section 4. All Other Terms

All of the other terms and conditions of the Contract shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Contract shall apply to this First Amendment.

The Contractor and the City hereby agree to all provisions of this First Amendment.

CONTRACTOR:

CITY:

METEREADERS, LLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

APPROVED AS TO FORM:

Stephanie Davidson, Assistant City Attorney
City of Wilsonville, Oregon

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