

RESOLUTION NO. 2888

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH ANGELO PLANNING GROUP, INC. FOR FROG POND EAST AND SOUTH MASTER PLANNING.

WHEREAS, the Advance Road Expansion Area is identified as “Frog Pond East and South” in the Frog Pond Area Plan; and

WHEREAS, the Frog Pond Area Plan was adopted by the City in 2015 to provide one cohesive plan to guide growth in an area already in the UGB known as Frog Pond West as well as the subject Frog Pond East and South area, which at the time was an Urban Reserve; and

WHEREAS, the City adopted a master plan for Frog Pond West in 2017 and development has commenced; and

WHEREAS, on December 13, 2018 the Metro Council adopted Ordinance 18-1427 amending the Urban Growth Boundary (“the UGB decision”) to include the “Advance Road Expansion Area”; and

WHEREAS, a master plan is needed for Frog Pond East and South to further lay the foundation for development of well-designed, walkable and connected neighborhoods; and

WHEREAS, Condition of Approval A.1. of the UGB decision requires the City adopt a master plan and comprehensive planning amendments for Frog Pond East and South within 4 years of the UGB decision; and

WHEREAS, other Conditions of Approval of the UGB decision require other certain components be included in the master planning including: inclusion of middle housing, exploring how to encourage Accessory Dwelling Units, and working to explore variable rate System Development Charges to support affordability of smaller homes; and

WHEREAS, during their March 16, 2020 meeting the City Council gave support, via Resolution No. 2782, to pursue a grant from Metro to support the master planning for Frog Pond East and South; and

WHEREAS, Metro subsequently awarded the City \$350,000 to fund consultant services needed to complete master planning for Frog Pond East and South; and

WHEREAS, in January 2021, with funding in place, the City issued a Request for Proposals (RFP) for professional services; and

WHEREAS, the Request for Proposals duly followed the State of Oregon Public Contracting Rules and City of Wilsonville Municipal Code; and

WHEREAS, the City received one (1) proposal from a qualified consultant team to assist the City with the master planning; and

WHEREAS, Angelo Planning Group, Inc. submitted the proposal for the master planning, which was subsequently evaluated as a qualified proposal, considering quality, cost, qualifications, and experience.

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

- Section 1. The procurement process duly followed Oregon Public Contracting Rules, and Angelo Planning Group, Inc. submitted the most qualified proposal.
- Section 2. The City of Wilsonville 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 contract with Angelo Planning Group, Inc. for a stated value of \$350,000 which contract must be substantially similar to Exhibit A attached hereto and incorporated herein.
- Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 5th day of April 2021, and filed with the Wilsonville City Recorder this date.

DocuSigned by:

8A974AF3ADE042E...
Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:

E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

| | |
|----------------------------|-----|
| Mayor Fitzgerald | Yes |
| Council President Akervall | Yes |
| Councilor Lehan | Yes |
| Councilor West | Yes |
| Councilor Linville | Yes |

EXHIBIT:

- A. Professional Services Agreement between the City of Wilsonville and Angelo Planning Group, Inc., Frog Pond East and South Master Planning

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Frog Pond East and South Master Plan Project (“Project”) is made and entered into on this ____ day of _____ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Angelo Planning Group, Inc.**, an Oregon 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 assist the City in creating a Frog Pond East and South Master Plan and perform the services 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 December 31, 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.

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 THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000), 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. Consultant's rate schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

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 17**.

4.3. Payment will be made within thirty (30) days of completion of the Services. The Services shall be deemed completed when accepted by the City, in writing.

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, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

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 Daniel Pauly. 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 Andrew Parish. 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. 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 17** of this Agreement. 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. 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: Daniel Pauly, Planning Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Angelo Planning Group, Inc.
Attn: Andrew Parish
921 SW Washington Street, Suite 468
Portland, OR 97205

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 or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

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. Jurisdiction and 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:

CITY:

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

Exhibit A

Scope of Work, and Deliverables

Phase 1: Project Kick-off, Background, and Regulatory Research

Task 1.1: Project Kick-off, Background, and Regulatory Research

Task 1.1 will initiate the project. The consultant team will produce a memorandum summarizing background information as it relates to opportunities and constraints for the project, as well as summarizing the necessary regulatory compliance. The consultant team will review the documents listed in the RFP and provide a memorandum that briefly summarizes content that is applicable to Frog Pond, including a summary list of priority issues and what is directive to the Master Plan effort. A kick-off meeting and related kick-off deliverables are listed below.

Deliverables:

- a. Kick-off meeting
- b. Prepare project schedule
- c. Prepare templates for memo, agenda, project mapping
- d. Receive/coordinate GIS data for the project and establish official project boundary
- e. Research and prepare Task 1.1 memo

Task 1.2: Outreach Scoping and Community Engagement Plan

We recommend that Task 1.2 create the plan and initial outreach described in the RFP, but in the reverse of the order identified in the RFP. That is, we will first prepare an outline of the Outreach Plan, but then conduct the groundwork and initial outreach described for Deliverable 1.2.b as a path to completing the community engagement strategy and plan.

In addition to the overall outreach process, this task will determine the Committee structure and stakeholder involvement for the project. The City has stated it wants the Planning Commission to be the primary committee that the team works with - our scope assumes this approach. In Task 1.2, we will explore and define how stakeholders and the general public can participate in a meaningful way. In preparing Task 1.2 recommendations, we suggest the following guiding principles: the voice of those who would be impacted will have meaningful input into decision making throughout the process; equity and inclusion will be integrated; and the advisory and decision making hierarchy will be clear and designed to be responsive to community input.

For this task, we will meet with partner organizations, conduct focus groups, and create online input opportunities to introduce the project, seek advice on engagement and key issues, and ask values-based questions to inform outreach and the master plan. Following this groundwork, we will prepare the comprehensive community engagement plan as described in the RFP. As part of this task, APG will create a Public Engagement Log and post it on SharePoint. This list will be a shared document for the City and APG to keep a running log of public engagement activities—usable for interim reporting and the public engagement summaries needed for Task 3.3 deliverables.

All meetings in the scope are assumed to be virtual. If COVID-19 protocols change and the City desires in-person meetings, APG and the City will discuss and agree on scope/budget changes, if needed, prior to conducting in-person meetings.

Deliverables:

Exhibit A

- a. Community Engagement Plan outline (an outline and preliminary strategy for the entire Frog Pond engagement process)
- b. Memo describing the plan for Initial Outreach (purpose, process, groups to engage, draft agendas, Committee structure options)
- c. Initial outreach communication materials (project fact sheet, initial content for *Let's Talk Wilsonville!*)
- d. Initial outreach meetings (see Task 1.3)
- e. Memo summarizing feedback received during the Initial Outreach process
- f. Comprehensive community engagement plan
- g. Public engagement log

Task 1.3: Phase 1 Meetings and Outreach

Assumptions, task roles and services are:

- The scopes for Phase 1, Phase 2 and Phase 2 engagement are preliminary and subject to refinement from the outcomes of Task 1.2
- Team work sessions will be used to collaborate and advance written products. APG will prepare agendas and facilitate the work sessions, working closely with the City Program Manager. This task also provides time for brief check-in's between team meetings.
- For Planning Commission meetings, the City will prepare the agenda, staff report, and PPT, with the support of the consulting team for content/images.
- For City Council meetings, staff will have the lead role, using content prepared as part of the scope. The APG Project Manager, or a topic task leader, will be available for each Council meeting.
- Outreach meetings will be conducted per the Engagement Plan. APG will have prepare meeting plans/agendas, co-facilitate with the City, and provide meeting materials. This scope assumes the City will manage a *Let's Talk Wilsonville!* page, prepare regular project update articles for the Boones Ferry Messenger, and post information to applicable social media platforms. The APG team, will provide Spanish translation for project materials.

Deliverables:

- a. Team work sessions (up to 5, additional to Kick-off)
- b. Planning Commission meetings (up to 2)
- c. City Council meetings (up to 2)
- d. Outreach meetings (up to 5, no community events or online surveys for this phase)

Phase 2: Land Use and Community Design

Task 2.1: Affordable Housing Analysis

The City's Equitable Housing Strategic Plan (EHSP) calls for the City to identify affordable housing targets for Frog Pond East and South, including number of units, depth of affordability, and unit size. The housing targets will focus on regulated/income-restricted affordable housing, including consideration of both rental and ownership housing. These targets are intended to balance the need for market-rate development to fund needed infrastructure investments with the need to expand affordable housing supply and the availability of lower-cost unrestricted housing options.

Exhibit A

This task also includes identifying strategies to help ensure that affordable housing targets are met and that development includes housing options for low- and moderate-income households. The strategies will build on and refine the intentions and strategies in the EHSP, exploring potential partnerships with affordable housing developers and other measures to deliver affordable housing in the area. The affordable housing strategy for the area will also need to consider how affordable housing within the area will have access to amenities and is integrated into the fabric of the new neighborhoods.

This task will include up to two interviews or focus groups with local affordable housing developers to solicit input on the affordable housing targets and strategies. For efficiency, we recommend combining deliverables 2.1.1. and 2.1.2 into a single memorandum.

Deliverables

- a. Affordable housing opportunities memo including evaluation of opportunities and constraints for affordable housing in the area, consideration of strategies in Wilsonville's Equitable Housing Strategic Plan and conditions in the UGB Expansion Conditions of Approval, analysis of affordable housing needs/targets for the area, and recommended production strategies for the area

Task 2.2: Explore Encouraging ADUs

Accessory Dwelling Units (ADUs) offer an opportunity to seamlessly integrate additional, smaller units within neighborhoods while staying within traditional single family development and financing models. In the context of a greenfield development, the dynamics of ADU production are different than in developed neighborhoods where the primary driver is individual property owners modifying an existing home. For a greenfield setting, measures to encourage ADUs need to consider ways to influence homebuilders' floorplans to encourage building ADUs at time of construction and/or home designs that lend themselves to easy conversion later. Given the target density for this area, this task will also consider options for integrating ADUs into higher-density detached and single family attached housing. This task will include up to two interviews with homebuilders; analysis of readily available home sales and survey data and input from outreach to understand the interest and demand from buyers for houses with ADUs; review of the relevant development code and other regulations specifically relevant to ADUs to identify any unintended obstacles to ADU production; and identification of strategies (including regulatory and financial incentives) to encourage ADU production. It will also estimate a range of rents for ADUs within new homes in this area to understand what household income levels the ADUs would be affordable to. For efficiency, we recommend combining deliverables 2.2.1, 2.2.2, and 2.2.3 into a single memorandum.

Deliverables:

- a. ADU market and opportunities memo, including analysis of demand and potential rents, opportunities and constraints to ADU production, and recommended regulatory measures and other strategies to encourage ADU production

Task 2.3: Residential Sub-district Planning

Note: Task 2.3 (Residential) and Task 2.4 (Neighborhood Commercial) will be prepared in tandem as an iterative design process.

Exhibit A

Step 1: Master Plan base map. APG and Walker Macy will prepare a base map to establish a physical framework for sub-district evaluation and planning. We will review and verify/refine the buildable land inventory for East and South, overlay framework roads, identify priority natural features (e.g., tree groves), and sketch other base map features. The resultant base map will be preliminary but guiding to subsequent work. The map will be supported by a brief memo documenting how it was prepared. An arborist report will be prepared during this task. The tree inventory will identify significant trees and groves (a tree survey for the entire project area is beyond the scope of this project).

Step 2: Memorandum describing sub-district assumptions, housing mix alternatives, and plan diagrams. Step 2 will define alternatives. A memo and supporting sketches will be prepared to define and evaluate: (1) HB 2001 requirements and options for middle housing implementation (we recommend that these be vetted with DLCD); (2) annotated plan diagrams showing concepts for arrangement of housing types/densities and how they will transition within the neighborhoods, and (3) conceptual placement of the commercial center, East neighborhood park, trails, and other features. These drawings will be the broad alternatives to be discussed in the process. They will be diagrammatic, not detailed, to emphasize the big ideas, design opportunities, and middle housing compliance. Internally, we will prepare GIS versions of the maps so that housing capacities can be measured, reported, and discussed in the process. The budget supports preparation of up to three alternatives for this task. The City will be the lead for coordination with the state and Metro regarding compliance with middle housing and density requirements.

Step 3: Refinement of alternatives, preferred alternative and sub-district map and table. The alternatives defined in Step 2 will be taken through review and input opportunities by the team, Planning Commission, City Council, and community—ultimately leading to a preferred alternative. The process steps will be defined as part of the public involvement plan. We anticipate that input from participants will direct the preparation of up to two refined alternatives, and ultimately to a preferred alternative recommendation from the Planning Commission. This task will prepare those refinements, remaining at sketch level. The preferred alternative will be prepared in both diagram form, and at property-specific sub-district layout. The draft sub-district map will be accompanied by a table listing minimum and maximum housing allowances.

Site studies and three visualizations. Three site studies will be defined in collaboration with City staff. We recommend that they be prepared in draft form as part of Step 2 and 3 above to help participants visualize plan alternatives and emphasize design. The site studies will be finalized as part of the preparation of the Master Plan report. Three visualizations (street level views) will be prepared.

Deliverables:

- a. Master plan base map and documentation memo, and arborist report
- b. Memo describing sub-district assumptions, housing mix alternatives and plan diagrams (up to three plan alternative diagrams)
- c. Housing capacity analysis for alternatives (GIS data and tables)
- d. Refinement of alternatives (up to two), memo describing preferred alternative
- e. Sub-district map and table for the preferred alternative
- f. Three draft site studies and three visualizations

Exhibit A

Task 2.4: Neighborhood Commercial Area Evaluation

Background. LCG will review recent commercial market studies and other reports to inform the commercial market analysis. LCG will interview retail developers and/or brokers who are active in the area and gather input from the public through the Task 1.2 outreach plan, to understand where and how people shop, work, and access other commercial services in the area. The consultant team will attempt to determine any particular unmet community needs that could be satisfied in Frog Pond East and South.

Commercial market analysis. LCG will then analyze the commercial development market including commercial supply (the landscape of existing or planned retail, commercial, office, healthcare, and other commercial properties in the market area) and demand (the amount of spending by households, employees, and potentially visitors today and in the future within the primary market area). Where demand is greater than supply, commercial development opportunities exist, and LCG will detail these opportunities by commercial tenant type, square footage, acreage, parking demands, etc. LCG will prepare two to three concise summaries/case studies of comparable commercial centers and compare them to the subject site on the basis of surrounding population, employment, traffic counts, and other metrics that drive commercial development. The case studies will illustrate the opportunities associated with vertical mixed- use development.

Location, design, placemaking and sketches. Concurrent with the market evaluation, Walker Macy will identify an array of options for neighborhood commercial area locations, using precedent images to illustrate potential type and scale of neighborhood commercial nodes. After an initial review of market findings and options for potential locations in a work session with the City, Walker Macy will refine and recommend preferred sites for future neighborhood commercial nodes, including diagrams and conceptual illustrations for the repurposing of the Grange building. Similar to the “Ten Essentials” approach from previous Frog Pond planning, Walker Macy will also provide illustrated urban design guidelines specific to neighborhood commercial development that will encourage pedestrian-friendly, active, and attractive commercial amenities with a place-based Wilsonville identity. These guidelines will draw strongly from community input on desired neighborhood character and amenities. The options for commercial location and the urban design and placemaking guidelines will be packaged into an illustrated draft memo. After City review of the draft memo, Walker Macy will refine the memo and then produce more detailed concept illustrations of a neighborhood commercial center. Depending on location and project needs, this set of illustrations could represent a real location or could be a prototypical illustration that outlines the desired urban design and placemaking elements of neighborhood commercial areas in Frog Pond East and South.

Deliverables:

- a. Neighborhood Commercial Market Analysis including supply and demand analysis and key takeaways from broker, developer, and public input
- b. Concise neighborhood commercial development case studies
- c. Draft options for neighborhood commercial node locations
- d. Work session with City to review market findings and discuss and refine potential sites for neighborhood commercial
- e. Draft Neighborhood Commercial Center Design memo
- f. Final Neighborhood Commercial Center Design memo

Exhibit A

- g. Conceptual illustrations of a site or prototype for a neighborhood commercial node in Frog Pond East and South

Task 2.5: Public Realm Planning

Tree Preservation Strategy Memo. Early in the process, during the Background Research phase, the project team will work with a certified arborist and City staff to gain permission to access properties in the master plan area. The consultant team will work with the City and arborist to establish criteria for significant trees in the area. After an arborist inventory, Walker Macy will produce a Tree Preservation Strategy Memo for the area that outlines the multiple benefits of preserving mature trees, describes the methodology for identifying significant trees, and provides design strategies for preserving significant trees within future development. The memo will be illustrated with a map of the area tree inventory, site photos, and precedent images. This memo and its illustrations will aid in community conversations about neighborhood character and serve as a guide during development and public realm planning.

Street and trail demonstration plan and cross sections. As a first step in the public realm planning process, APG and Walker Macy will use the existing street network and planned street connections from Frog Pond West as a basis to develop a series of conceptual options for a public street and trail network in the master plan area (the first option will serve as the base map referenced in Task 2.3). We suggest that pedestrian and bike facilities, both on- and off-street, should be studied along with the public street network in order to ensure maximum connectivity. At a collaborative work session with City staff using maps of these conceptual options, we will gather feedback on potential connections and discuss the desired characteristics of major street corridors and trail connections. The team will then refine the options into a preferred network and produce a street and trail demonstration plan. The demonstration plan will be supplemented by illustrated, 3D cross-sections of key street corridors and their dimensions and amenities, including concepts for bike facilities and off-street trails. The draft street demonstration plan will be used as a framework for planning residential sub-districts and neighborhood commercial uses and may be informed by subsequent findings from these processes. The consultant team will draw from prior experience planning for the larger Frog Pond area to ensure public realm continuity and connectivity with Frog Pond West. Community input on walkability, bike-ability, and other types of connectivity will be incorporated into recommendations for streets and trails.

Park and open space framework. Concurrent with street and trail network planning, Walker Macy and APG will identify a framework of open spaces, well-connected by trails and walkable streets, which will serve future neighborhoods in the master plan area. The initial conceptual framework of open spaces will include multiple open space types and sizes, located based on criteria including surrounding need, connection to existing and planned parks, site suitability, and natural features including tree clusters and habitat., based on Area Plan inventory information. Based on City review and robust community input on desired parks and open space amenities, Walker Macy will develop a preferred parks and open space framework map along with recommendations for amenities within each type of planned park and open space. As part of these recommendations, the team will coordinate with Oregon State Parks regarding the Meridian Landing site on the Willamette River, and identify access issues and opportunities from Frog Pond South.

Public Street Design Elements Memo. Building on the street and trail demonstration plan and cross sections, Walker Macy will develop more detailed recommendations for a number of design elements of public streets, including street trees, public lighting, and street signage and entry monuments. The goal

Exhibit A

of these recommendations will be to create a contiguous public realm with Frog Pond West and incorporate community input on the desired look and feel of streets. The street tree plan will build on street tree planning for Frog Pond West as well as current best practices for street tree species selection and will be tailored to street types in the master plan area. The public lighting plan will be developed in consultation with a lighting specialist, and will include a map of recommended lighting types and spacing for each street type. Guidelines for street signage and entry monuments will include a map of recommended locations for special street signage, including neighborhood entry signs and street toppers, and identify any key potential locations for gateway elements to mark entry to the Frog Pond area.

Deliverables:

- a. Tree Preservation Strategy Memo
- b. Up to three conceptual diagrammatic options for future street network
- c. Draft pedestrian and bike trails framework
- d. Street and Trail Demonstration Plan
- e. Park and Open Space Framework map and recommendations memo
- f. Public Street Design Elements memo, illustrated with maps, diagrams, and photos

Task 2.6: Development Code Updates

As necessary, the project team will produce a package of recommended development code updates to implement preferred alternatives developed in Tasks 2.3 and 2.4, specifically to the Residential Neighborhood (RN) Zone to:

1. Encourage the preferred mix of middle housing;
2. Otherwise help implement the preferred housing variety identified in the sub-district planning; and
3. Enable the preferred neighborhood commercial alternative.

Deliverables:

- a. Development Code updates (V1 through V4)

Task 2.7 Phase 2 Meetings and Outreach

Roles and services will be the same as described in Task 1.3.

Deliverables:

- a. Team work sessions (up to 8)
- b. Planning Commission or Advisory Committee meetings (up to 5)
- c. City Council meetings (up to 2)
- d. Outreach meetings (up to 10, one community event and online survey)

Phase 3: Implementation Strategies and Adoption

Task 3.1: Infrastructure Plan and Funding Strategy

Task 3.1.1 Water, Sewer and Storm Water Background, Plans, and Cost Estimates

Background research. Under this task, the consultant team will perform a review of requested background information provided by the City regarding infrastructure relevant to the Frog Pond area.

Exhibit A

This information will include the Frog Pond Area Plan, and current infrastructure master plans and subsequent studies and reports prepared for relevant facilities. The consultant team will coordinate with City staff regarding status of planned, underway, and recently completed projects that will serve the Frog Pond area. The team will coordinate with City staff regarding lessons learned from infrastructure development in the Frog Pond West area currently underway and recommend opportunities for implementation into the Frog Pond East and South areas. The consultant team will prepare a memorandum summarizing key considerations from the background research. The memorandum will build upon the concepts developed for infrastructure service as described in the Frog Pond Area Plan and will include preliminary observations regarding infrastructure to serve land uses anticipated for Frog Pond East and South.

Plans and Cost Estimates. Under this task, the consultant team will assess the public water, sanitary sewer and stormwater infrastructure as laid out in the Frog Pond Area Plan in coordination with the background review performed in Task 3.1. The evaluation will be conducted for the first scenario which requires infrastructure to support 20 net dwelling units (DU) per acre. The team will provide recommendations for specific projects to be added to the City's infrastructure master plans and will prepare a Class 4 cost estimate to implement the scenario. The team will perform an assessment to estimate changes to the infrastructure plan that are needed to support the second scenario of a preferred land use mix identified in Tasks 2.3 and 2.4. The assessment will include a Class 4 cost estimate for implementation of the second scenario. A direct comparison of the different infrastructure needs under the two scenarios will be summarized, including costs broken down by cost per dwelling unit.

Deliverables:

- a. Review background information/existing plans
- b. Research/review the current status of capital improvement projects
- c. Prepare memorandum summarizing existing conditions for water, sewer, storm infrastructure
- d. Prepare map of existing water/sewer/storm infrastructure, formatted to project mapping templates, with GIS data
- e. Provide mapping in GIS layers
- f. Develop preliminary infrastructure maps for water, sanitary sewer and stormwater systems on both a local planning scale and a regional City-wide scale for the 20 net DU/acre scenario
- g. Estimate sizing and costs of water, sanitary sewer and stormwater infrastructure for the 20 net DU/acre scenario
- h. Assess changes to infrastructure plan for the alternate land use scenario, with recommended infrastructure changes and cost estimates
- i. Prepare memorandum summarizing assessments, recommended projects, and cost estimates
- j. Provide mapping in GIS layers

Task 3.1.2 Transportation Analysis, Plans, and Cost Estimates

Motor Vehicle Evaluation. Building off the prior Frog Pond planning, DKS will conduct transportation analysis of the major intersections on the east side of Wilsonville. Up to 13 study intersections are assumed that are most likely to be impacted from the future Frog Pond land use.

As part of this Task, consultant shall utilize historical weekday PM peak hour traffic counts at intersections listed above. Due to Covid19 impacts to peak hour traffic volumes, it is not recommended

Exhibit A

to collect new traffic counts at this time due to reductions in traffic volumes. The study intersections will be evaluated for each of the following scenarios:

- Existing Conditions (2021) – Based on existing geometries and baseline traffic volumes
- Future Baseline (2040) – Using volume forecasts from Wilsonville TSP and geometries associated with High Priority Projects

Using the updated land use assumptions prepared for the East and South Neighborhoods, DKS will perform future transportation analysis to evaluate the impact the proposed land use would have on the transportation system to meet Transportation Planning Rule impacts. The Frog Pond land use will be compared to the land use assumptions provided in the Metro Travel Demand model to determine potential trip impacts. DKS will prepare a trip generation summary comparing up to three potential land use scenarios. DKS will conduct traffic analysis to support TPR findings for one future 2040 land use scenario. Additional traffic volume post processing will be performed to adjust the volumes based on how the trips vary from the Metro assumptions. Future analysis will also evaluate the impact to the I-5/Elligsen Road and I-5/Wilsonville Road interchanges (ramp terminals and junctions) as well as the remaining study intersections.

The High Priority Projects proposed in the City's TSP will be assumed as part of the 2040 baseline transportation network. Applicable City and ODOT performance criteria will be assessed for each future transportation scenario. Should the study intersections not meet performance standards or safety/operational criteria, DKS will propose mitigation/improvements to address the specific deficiency.

DKS will evaluate the street and trail layouts for the proposed concept plans to assure pedestrian and bicycle connectivity has been addressed. We will make connectivity recommendations for all modes to assure the proposed neighborhoods are connected to existing and future schools and parks.

Consultant shall provide planning level cost estimates for any transportation mitigations and/or improvements identified in the transportation analysis noted above as well as new collector and arterial street improvements.

Pedestrian and Bicycle Evaluation. DKS will also evaluate pedestrian and bicycle connectivity and will make recommended locations for enhanced pedestrian crossings, and multiuse path and bicycle/pedestrian connectivity, coordinated with the recommendations in Task 2.5.

Deliverables:

- a. Transportation Technical Memorandum summarizing the transportation findings for all modes of travel (V1, V2 and final)
- b. Street, intersection, and pathway infrastructure project list with associated planning level cost estimates

Task 3.1.3 – Park Cost Estimates

The City will prepare cost estimates for proposed public park and open space.

Task 3.1.4 - Infrastructure Funding Strategy and Explore SDC Options

LCG will lead the team's preparation of an Infrastructure Funding Strategy, which will incorporate the high-level cost estimates described above for infrastructure projects including transportation, utilities, and parks. Consistent with the Frog Pond West strategy, these costs will be categorized into different

Exhibit A

scales (e.g., major off sites, district/framework, and local projects), subdivided into the cost of the minimum infrastructure required vs. oversizing cost, and identified if already on an existing capital facilities or improvement plan.

Consistent with the Frog Pond West funding strategy, this scope assumes that the primary new funding source generated by Frog Pond East and South will be a supplemental fee that is calculated on a per-door and per commercial square foot, basis. This supplemental fee will likely be combined with City CIP funds and potentially other funding sources. The funding strategy will identify the cost and sources of funding for each major infrastructure element, and a fee revenue schedule that shows a projection of fees to be collected over an approximately 20-year period.

Concurrently with the funding analysis and strategy development, LCG will review both the City's current SDC policies as well as alternative methods that could be utilized in the study area that are variable and based on different sizes and types of dwelling units, an approach that can more fairly reflect the more modest infrastructure system impacts of smaller units, and therefore make smaller units more affordable. LCG will focus on up to three SDC policies adopted by other Oregon cities that meet statutory requirements, could be applicable to Wilsonville, and may advance the City's policy goals. The team will compare the pros and cons of the City's current approach versus the other SDC policies.

LCG and APG will prepare recommended draft SDC code and policy language for the City. This code and policy language may implement the variable SDCs linked to different sized dwelling units that provide reduced fees for development that creates lower system impacts. We recommend participation by the City Attorney's office for this task, and that they have the lead role for drafting the final, adoption-ready SDC regulations.

LCG and APG will participate in City-led meetings with property owners and developers (including market-rate and affordable housing developers) regarding the Infrastructure Funding Strategy and SDC options.

Deliverables:

- a. Infrastructure Funding Strategy
- b. Meetings with property owners/developers (up to 4 one-on-one or group interviews)
- c. SDC Options Evaluation Memorandum and SDC code and policy language The SDC options evaluation and code language will be delivered together with the Infrastructure Funding Strategy.

Task 3.3: Adoption

Master plan document and illustration. APG will prepare a master plan document incorporating the project outcomes from the project. The document will include the main master plan document and appendices. The document will go through two reviews with staff, and work sessions with the Planning Commission, and City Council (minimum 3 each) prior to moving forward to the hearing process for adoption. The document will follow a format and level of detail similar to the Frog Pond West Master Plan adopted by the City in 2017. The report will include a water-color illustration similar to Frog Pond West.

Exhibit A

Hearings-ready Comprehensive Plan and Development Code updates. The project team will facilitate public feedback on the entire package of proposals prior to public hearings as defined in the outreach plan in Task 1.2.

Outreach summary memorandum and report. The project team will produce a memorandum and related reports summarizing outreach efforts for the project. The memorandum will include brief reflection on lessons learned and recommendations for ongoing community engagement on a variety of projects.

Regulatory findings. APG and the City will write regulatory findings supporting the adoption of the master plan and other related documents. APG will write findings for the statewide planning goals, the transportation planning rule and middle housing rules, Metro Urban Growth Management Functional Plan, and the conditions of Metro's 2018 UGB expansion. If an economic, social, environmental, and energy (ESEE) analysis is required for Goal 5, the City and APG will scope the extent of it and agree on the level of detail that matches budget resources prior to APG commencing the findings. The City will write findings of compliance with amendment criteria for the Wilsonville Development Code and Comprehensive Plan.

Deliverables:

- a. Master Plan (V1, V2, final per Planning Commission guidance), and watercolor illustration.
- b. Hearings-ready Comprehensive Plan and Development Code updates (V1, V2, final per Planning Commission guidance)
- c. Outreach summary memorandum and report (V1, V2, final per Planning Commission guidance)
- d. Regulatory findings (V1, V2, final per Planning Commission guidance)

Task 3.4 Phase 3 Meetings and Outreach

Roles and services will be the same as described in Task 1.3.

Deliverables:

- a. Team work sessions (up to 6)
- b. Planning Commission meetings (3)
- c. City Council meetings (3)
- d. Outreach meetings, additional to Task 3.1.4 (up to 5, one community event and online survey)

Frog Pond East and South Consultant Hourly Rate Sheet

| | |
|-----------------------|--------|
| J. Dills, APG | \$ 234 |
| A. Parish, APG | \$ 116 |
| S. Kini, WM | \$ 100 |
| B. Vanneman, LCG | \$ 200 |
| B. Hewitt, ECO | \$ 150 |
| M. Carr, MS | \$ 250 |
| S. Mansur, DKS | \$ 185 |
| M. Valenzuela, Centro | \$ 60 |