

RESOLUTION NO. 2984

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH MOORE IACOFANO GOLTSMAN, INC. FOR FROG POND EAST AND SOUTH MASTER PLANNING.

WHEREAS, City Council adopted Resolution No. 2888 in March 2021 to authorize the City Manager to enter into a professional services contract with Angelo Planning Group for the Frog Pond East and South Master Plan in the amount of \$350,000; and

WHEREAS, following execution of the contract, City staff saw budget constraints affecting important affordable housing project components, as the work program was balanced with other project requirements; and

WHEREAS, the 2021 Oregon Legislature made funds available for the Oregon Department of Land Conservation and Development (DLCD) to award technical assistance grants to local jurisdictions; and

WHEREAS, City staff applied for a technical assistance grant to enhance the affordable housing and infrastructure financing related components of the Frog Pond East and South Master Plan with City Council support via Resolution No. 2912 in July 2021; and

WHEREAS, DLCD awarded the City a grant in the amount of \$81,000 to enable the City to enhance the amount of research, analysis, and targeted outreach for the affordable housing components of the Frog Pond East and South Master Plan as well as additional work related to infrastructure planning and financing; and

WHEREAS, \$57,000 of the grant funds is intended for consultant work with the remaining \$24,000 covering City staff time; and

WHEREAS, on January 31, 2022 the City Manager signed a First Amendment to the Professional Services Agreement to add \$12,000 to the contract amount to cover the affordable housing components of the DLCD grant award; and

WHEREAS, the City Council desires to authorize a Second Amendment to the Professional Services Agreement to add the remaining \$45,000 of the grant award related to the infrastructure financing component.

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

- Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Angelo Planning Group, Inc. which has subsequently merged with Moore Iacofano Goltsman, Inc who assumed existing contracts, 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, an amendment to the contract with Moore Iacofano Goltsman, Inc. increasing the stated value by \$45,000 for a cumulative \$57,000 (16.29%) change from \$350,000 to \$407,000 which amended 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 20th day of June 2022, 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. Amended Professional Services Agreement between the City of Wilsonville and Angelo Planning Group, Inc., Frog Pond East and South Master Planning

**CITY OF WILSONVILLE
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

Frog Pond East and South Master Plan

This Second Amendment to Professional Services Agreement (“Second Amendment”) is effective the ____ day of June 2022 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Moore Iacofano Goltsman, Inc.**, an Oregon corporation (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Angelo Planning Group, Inc. (“APG”) on May 11, 2021, relating to the Frog Pond East and South Master Plan Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement (“First Amendment”) with APG on January 31, 2022; and

WHEREAS, APG entered into an Assignment agreement with Consultant on February 1, 2022, whereby Consultant assumed APG’s role as the prime consultant on this Project; and

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

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

WHEREAS, Consultant is prepared to provide such Additional 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

The Agreement is amended as follows:

Section 1. Additional Services To Be Provided

Consultant will perform the Additional Services more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein, for the Project pursuant to all original terms of the Agreement, except as modified herein.

Section 2. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this Second Amendment shall be completed by no later than December 31, 2022.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FORTY-FIVE THOUSAND DOLLARS (\$45,000), for performance of the Additional Services (“Second Amendment Compensation Amount”) which, when totaled with the Total Compensation Amount from the First Amendment, equals a total not-to-exceed amount of FOUR HUNDRED SEVEN THOUSAND DOLLARS (\$407,000) for performance of the Services and Additional Services (“Total Compensation Amount”). The term “Total Compensation Amount,” as defined in the First Amendment, is hereby deleted and replaced with the term “Total Compensation Amount” as defined above.

Section 4. All Other Terms

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

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

CONSULTANT:

CITY:

MOORE IACOFANO GOLTSMAN, 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

Frog Pond East and South Master Plan
Angelo Planning Group (MIG) Team
Scope of Work – Updated For DLCDFunded Work

Scope of Work, and Deliverables

Phase 3: Implementation Strategies and Adoption

Task 3.1: Infrastructure Plan and Funding Strategy

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 Area Plan and Frog Pond West funding strategy, these costs will be categorized into different scales of infrastructure (e.g., major off sites, 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. 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, broken down into 5-year increments based on likely construction timelines. The infrastructure costs will be adjusted based on expected year of construction assuming continued inflation of construction costs.

Concurrently with the funding analysis and strategy development, FCS will review both the City's current SDC policies as well as receive direction from City staff on alternative methods, including new methods for establishing variable-rate SDCs by dwelling size and type (see deliverables below). FCS will evaluate the impact-based SDC assessment designated by the City in terms of: legal barriers, feasibility of administration, equitable burden on specific unit types (identified by City), and ability to collect revenue necessary to fund all anticipated unfunded framework infrastructure projects. The team will also explore using an updated similar approach for the supplemental infrastructure fee in lieu of a blanket per door fee used in Frog Pond West using the same evaluation criteria.

FCS and APG (MIG) will prepare recommended draft SDC Methodology Report for the City's consideration for any method selected by the City for implementation. With additional State funds FCS and APG (MIG) will take a detailed look on the implementation options for updated SDC regulations and supplemental infrastructure fee from a timing and feasibility viewpoint. Special attention will be paid to alignment with fee updates that typically happen with infrastructure master plan updates and similar complexities. The team will identify what can be implemented immediately and what will need to happen at a later date and the triggers for the later implementation.

LCG, FCS and APG (MIG) 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.

Leveraging the additional DLCDFunding, LCG, FCS, and APG (MIG) will expand the SDC options research through the following steps:

- **Reviewing existing SDC and special assessment methodologies being applied in Wilsonville currently with respect to transportation, parks, water, wastewater and**

stormwater systems to determine current charge bases (meter equivalents, equivalent service units, PM peak-hour vehicle trips, and residents).

- **Conducting research of current SDC scaling practices in Oregon and nationally to establish correlation between house size and capacity needed. This review shall include 4 to 6 case study evaluations of scaling practices that have been deemed legally defensible.**

The research is likely to involve a mix of customer data from the City and data that is available from the U. S. Census Bureau and other public sources.

- **Determining and evaluating advantages and disadvantages regarding alternative approaches to SDC scaling methodologies. This evaluation shall take into account ease of implementation, legal precedence, administrative costs, potential impact on home price, and other factors.**
- **Calculating a sized-based fee schedule for single-family residences (including detached, attached, plexes, and ADUs) for each SDC imposed, based on current rates and charges.**

- **Gather and summarize any available information on the varying rates of impact of different housing types compared to detached single-family on varying types of infrastructure especially transportation, sanitary sewer, and parks. Analysis to include assumptions regarding relative infrastructure demand (e.g., vehicle trips, water/sewer demand, parks usage, etc.) based on dwelling unit size. Types of units to explore are the following (as defined by in Wilsonville's Development Code):**

- **Apartments/condos (stacked units)**
- **Townhouses**
- **Duplexes, triplexes, and quadplexes**
- **Cottage clusters**
- **Multiple detached units on a lot**
- **ADUs**

- **Participate in up to three planning commission and three city council work sessions to review the case study research, discuss evaluation criteria and goals, present research findings, discuss developer interview feedback, and refine draft SDC policy language.**
- **Participate in four internal cross-disciplinary city team meetings to review research and collaborate on potential models for Frog Pond East and South.**
- **Describe adoption process, including potential phased approach with some phases contingent on broader city-wide SDC studies and infrastructure master plan updates.**
- **Provide recommendations of when to do necessary quantitative analyses to support an updated SDC methodology.**
- **Incorporate above research into the SDC Options Evaluation Memorandum and explicitly summarize the impacts of the DLCD grant on this research (which may include detailed appendices with meeting minutes, financial models, and other documentation).**
- **The findings prepared by FCS shall be in the form of Administrative Procedures that can easily be incorporated into future SDC or Assessment Fee methodology updates.**

Deliverables:

1. Infrastructure Funding Strategy
2. Meetings with property owners/developers (up to 4 one-on-one or group interviews)

3. SDC Options Evaluation Memorandum and SDC code and policy language The SDC optionsevaluation and code language will be delivered together with the Infrastructure Funding Strategy.
4. ***Additional DLCD-funded tasks including case study research, planning commission and city council work sessions, cross-disciplinary team meetings, SDC financial modeling, and documentation of DLCD impacts in SDC Options Evaluation Memorandum.***