

RESOLUTION NO. 815

A RESOLUTION FOR THE CITY OF WILSONVILLE TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES WITH MOORE BREITHAAPT AND ASSOCIATES, INCORPORATED FOR THE PURPOSE OF ESTABLISHING SYSTEMS DEVELOPMENT CHARGES.

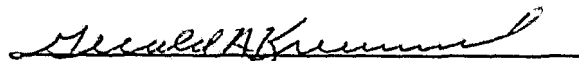
WHEREAS, HB 3224, the Oregon Systems Development Charges Act, passed by the 1989 Legislature will govern the requirements for systems development charges (SDC) in operation as of July 1, 1991; and

WHEREAS, the City of Wilsonville has need to compare and review its current systems development charges for compliance with the new land; and

WHEREAS, the firm of Moore Breithaupt and Associates, Incorporated has a considerable level of skill and expertise in assisting Oregon municipalities with SDC reviews.

NOW, THEREFORE, the City of Wilsonville resolves as follows: That the City Council of the City of Wilsonville does hereby enter into the contract for professional services attached hereto as Exhibit "A".

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 1st day of April, 1991 and filed with the Wilsonville City Recorder this same date.



GERALD A. KRUMMEL, Mayor

ATTEST:

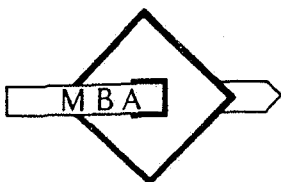


VERA A. ROJAS, CMC, City Recorder

SUMMARY of Votes:

Mayor Krummel     AYE  
Councilor Chandler     AYE  
Councilor Carter     AYE  
Councilor Van Eck     AYE

EXHIBIT "A"



MOORE BREITHAAPT & ASSOCIATES  
Public Finance/Management/Policy Consultants

147 Commercial St. N.E.  
Salem, Oregon 97301  
503/364-9326

March 25, 1991

Mr. Mike Kohlhoff  
City of Wilsonville  
P.O. Box 220  
Wilsonville, OR 97070

Re: Proposal for Work on SDC's and CIP Financing

*Mike*  
Dear Mr. Kohlhoff:

The enclosed proposal is for approximately 60 hours worth of work on recommending appropriate methodologies and fees for systems development charges. I'd be coordinating this effort with Ken Rust of Public Financial Management who has done some work on the Street SDC.

About ten hours of time is estimated for completing a written report on financing alternatives and recommendations for funding the "immediate" capital improvement needs and the further discussion of strategies for obtaining funding with you and the Council.

Please call if you have any questions or suggestions.

Sincerely,

*Robert S. Moore*

Robert S. Moore

Enclosure: Proposal for Services (2)

## CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, made and entered into between the City of Wilsonville, Oregon, hereinafter called the CITY, and Moore Breithaupt & Associates, Inc., hereinafter called the CONTRACTOR to the CITY on establishment of Systems Development Charges (SDCs).

### WITNESSETH:

THAT the CITY desires to engage the CONTRACTOR to perform certain services in the analysis, preparation and establishment of Systems Development Charges, and in presentation of financing alternatives for "immediate" capital improvements, and:

THAT the CONTRACTOR will provide such services and the CITY will compensate CONTRACTOR for such services in accordance with the terms and provisions set forth below.

IN CONSIDERATION of the mutual promises, undertakings and covenants of the parties, it is agreed that:

#### I. PURPOSE

The purpose of this contract is to allow CONTRACTOR to use its professional skills and services in working with CITY staff to (1) develop SDC methodologies and apply them to specific cost data within the CITY's financial, engineering, capital asset, planning, etc. records to recommend specific SDC amounts; and (2) to complete a written report identifying financing alternatives and strategies for constructing certain identified capital projects of immediate need.

#### II. SCOPE OF CONTRACT SERVICES

In pursuit of the purpose of this contract, CONTRACTOR agrees to:

- A. Review the CITY's data for four SDC types - Water, Wastewater, Storm Drainage, and Parks and Recreation and advise CITY on what specific data to assemble.
- B. Review data with CITY staff for completeness and suggest how to obtain additional data if necessary.
- C. Assist CITY staff in analysis of data to determine whether reimbursement fees or public improvements charges, or a combination, are to be calculated in each of the SDC types.
- D. Work with CITY staff to develop recommended reasonable and defensible methodologies for each type of SDC.
- E. Review the application of methodologies to CITY data to produce the costs associated with each SDC type and advise staff on recommended amounts of charges.
- F. Attend meetings with CITY staff and Council, as requested, to assist in the presentation and explanation of recommended methodologies and SDC amounts.

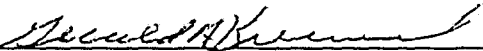
- G. Supply CITY with a model ordinance to implement the SDC recommendations.
- H. Complete report on "Immediate" capital project needs with explanation, quantification and effects of financing alternatives for presentation to City Council. Prepare ideas and recommendations for strategies on obtaining needed funding.

III. CITY AND CONTRACTOR RESPONSIBILITIES

- A. CONTRACTOR shall perform work as set for in paragraph II. A. through H., on an hourly basis according to the following schedule:
  - Principal ..... \$85/hr.
  - Associate ..... \$30/hr.Billings shall detail time spent on specific work. Total amount to be billed under this agreement shall be controlled by CITY and shall not exceed \$6,000.
- B. CITY shall make payments to CONTRACTOR in response to monthly billings related to work performed during such month. Payments shall be payable not later than 20 days from receipt of billing by CITY.

IN WITNESS WHEREOF, the CITY has caused this agreement to be signed by an authorized officer(s) and CONTRACTOR by one of its officers, this \_\_\_ day of April, 1991.

CITY OF WILSONVILLE

By 

MOORE BREITHAAPT & ASSOCIATES, INC.

By \_\_\_\_\_