

# NOTICE OF PUBLIC MEETING LAFAYETTE CITY COUNCIL

**DATE & TIME:** Thursday, 24 February 2011 – 6:30 p.m.  
**PLACE:** Lafayette City Hall, 486 Third St., Lafayette, Oregon

## Special Meeting A G E N D A

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1. CALL TO ORDER
2. FLAG SALUTE
3. ROLL CALL
4. ADDITIONS TO OR DELETIONS FROM AGENDA
5. CITIZEN INPUT ON NON-AGENDA ITEMS:

*Welcome! Public participation is encouraged. To address the Council on matters related to City government that are not necessarily on the meeting agenda, please raise your hand to be recognized by the Mayor and state your name and address for the record. All testimony is electronically recorded. If you wish to speak during the meeting on a specific agenda item, please wait for that topic to be called by the Mayor, then raise your hand to be recognized. A time limit may be imposed by the Mayor, who shall Chair the meeting and maintain Council meeting decorum.*

6. ACTION ITEMS:
  - a. Contract Award for ASR Mechanical Work
  - b. Authorization to Approve Scope of Work from PEI for ASR Electrical Controls
  - c. Council to provide direction on City Attorney services
  - d. Appointment to represent the City in meetings with the Dayton Prairie Groundwater Assn

7. DISCUSSION ITEMS:
  - a. Community Garden
  - b. Councilor Handbook ([www.orcities.org](http://www.orcities.org))
    - Council Rules
    - Governance framework
    - Risk and liabilities
    - quasi-judicial proceedings
    - Council-Administrator relations
    - Training
  - c. City Goals
    1. Vision or Mission Statement
    2. Strategic Planning

8. ADMINISTRATOR'S REPORT

9. MAYOR'S REPORT

10. ADJOURNMENT

*The Council Chambers is accessible. If you need an accommodation to attend or participate in a meeting, please notify the City at (503) 864-2451 at least 24 hours prior to the meeting. Any proposed ordinance is available for public inspection at City Hall.*

6(a)



# Lafayette City Council

Meeting Date: February 24, 2011

Agenda Item: Contract Award for ASR Mechanical

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**Requested Council Action:**

Consider the ASR mechanical bid results and award contract.

**Staff Recommendation:**

Approve contract for ASR mechanical work to the lowest responsible bidder.

**Background:**

On January 13, 2011, Council directed staff to rebid the mechanical work for the ASR project.

The deadline for bid submittal for this work is February 22, 2011 and the bid opening will be at Westech Engineering. The bid results will be made available to Council at your meeting on February 24. Denny Muchmore, PE, will be available at the Council meeting to help answer any questions regarding the contract or bidding process. The plans, specifications, and draft contract for this work is available for public inspection at City Hall.

**Alternative:**

Council may determine to throw out all bids and rebid the project.

**Financial Impact:**

The cost to the Water Operations Fund will be based on the yet to be determined lowest responsible bidder.

**Suggested Motion:**

"I move to approve the ASR mechanical contract to \_\_\_\_\_ and authorize the City Administrator to execute the contract."

6(b)



# Lafayette City Council

Meeting Date: February 24, 2011

Agenda Item: Authorization to Approve Scope of Work from PEI for ASR Electrical Controls

**Requested Council Action:**

Approve the Scope of Work with for Well 10 ASR from Portland Engineering, Inc. (PEI).

**Staff Recommendation:**

Approve the Scope of Work from PEI.

**Background:**

On January 13, 2011, Council directed staff to rebid the mechanical work for the ASR project. The City Administrator advised that associated electrical control work should be approved at a later date, after the Council approved the mechanical work. Council was also advised that the Scope of Work provided by PEI could be approved based on the current contract with PEI. The Scope of Work (dated November 3, 2010) and current contract are attached for your reference.

**Alternative:**

Council may determine that the electrical controls work for Well 10 ASR be put out to bid.

**Financial Impact:**

The cost to the Water Operations Fund for this Scope of Work is estimated to be \$36,192.

**Suggested Motion:**

“I move to approve the Scope of Work from PEI for Well 10 ASR in the amount of \$36,192.”

Well 10 ASR

Electrical and Controls Scope of Work

*City of Lafayette*

CITY OF LAFATETTE, OREGON

November 3, 2010

Portland Engineering, Inc.  
2020 SE 7<sup>th</sup> Avenue, Suite 200  
Portland, OR 97214  
General Contractors License #135739  
503.256.7718 Fax 503.256.7679

**TABLE OF CONTENTS**

1.0	System Overview.....	p.3
2.0	System Requirements.....	p.3
3.0	Communication Protocols.....	p.3
4.0	Remote and Master Telemetry Unit Information.....	p.3
5.0	Panel Design and Fabrication Requirements.....	p.4
6.0	Operator Interface Engineering.....	p.4
7.0	Control Strategy Well 10 Pump Control.....	p.5
8.0	Control Strategy Well 10 Recharge Valve.....	p.7
9.0	Implementation Strategy.....	p.9
10.0	Project Responsibilities.....	p.9
11.0	Submittal Requirements.....	p.9
12.0	Testing, Startup and Commissioning.....	p.10
13.0	Training Requirements.....	p.10
14.0	Master Telemetry Unit Construction Scope of Work.....	p.11
15.0	Well 10 Construction Scope of Work.....	p.11
16.0	Project Cost.....	p.12

## 1. System Overview

1.1 The Lafayette Watershed consists of several wells and springs feeding a 500,000 gallon reservoir. When the reservoir level drops, the make-up is first sourced from natural springs and then from wells in the aquifer. The spring flows are greatest during the winter and spring. The wells are more heavily used during the summer and fall. During times of high flow from the Bluebird Spring's excess flow is diverted to ground water. The goal of this project is to charge the aquifer with excess Bluebird Spring water.

1.2 A new recharge valve (provided by others) will be used to recharge the aquifer from the Bluebird Spring when the reservoir is not called to fill. An Injection Header Pressure Transmitter will be provided by the recharge valve vendor.

1.3 A new bi-directional flow meter (provided by others) will be installed to measure the flow of water into and out of the well.

## 2. System Requirements

2.1 A new well control panel will be installed. This panel will receive commands from the master panel located in the reservoir control building to run the well pump and Recharge Valve. Flows, well level, pump and ASR status, and alarm conditions are sent to the master. The new control panel will have a PLC to programmed to control the equipment, and an Operator Interface Terminal (OIT) to display process data, equipment status, alarms, trends, and can be used for operator commands and setpoint changes.

2.2 The new Well 10 PLC will communicate to the master using a serial modem through an existing cable.

2.3 The existing breaker panel will be relocated to accommodate the control panel.

2.4 A small terminal junction box will be installed to extend the control cable from the reservoir control panel.

2.5 The signals from the flow meter in the valve house will be routed to the new telemetry panel.

2.6 Power will be provided for an additional light, outlets, and operation of the Recharge Valve.

2.7 The master control PLC will be configured to communicate with the new Well 10 PLC, send pump and recharge commands, and have improved by-pass flow calculations. The existing OIT will be replaced with a 10" Widescreen. A new modem will be installed to communicate to Well 10's PLC.

2.8 PEI will manage installation services to install panels with licensed electricians, and provide a complete system checkout and commissioning.

## 3. Communication Protocols

3.1 The communications between the master PLC (MTU) and the Well 10 PLC (RTU) will use a Data-Linc serial modem. The communication will be bi-directional. Commands and setpoints will be sent from the MTU, and status and alarms will be sent from the RTU.

## 4. RTU & MTU Information

4.1 The new Well 10 PLC (RTU) will use a GE VersaMax. A Maple Systems 7" widescreen graphical interface (OIT) will be mounted on the face of the panel. Two selector switches will be mounted on the panel face, a 4-position selector switch for selecting manual or automatic operation of the well pump and recharge valve, and a 3-position selector switch for manually opening and closing the recharge valve.

4.2 The existing master PLC (MTU) will be configured to communicate to the new Well 10 PLC. Communication configuration will replace existing hard wired signals. New alarms will be configured in the existing auto dialer.

## 5. Panel Design and Fabrication Requirements

5.1 The panels will be constructed by a UL certified panel shop and have a UL label. PEI will provide limited UPS backup power for devices in the panel.

5.2 PEI will provide a Control Panel Design Standards document for this project. This document will be used as guideline for the panel design and fabrication effort and will include the following:

- A. Panel wireways
- B. Internal panel wiring
- C. Field signal wire routing in panels
- D. Panel component partitioning and layout
- E. Panel terminal blocks
- F. Control I/O module partitioning and layout
- G. Analog signal shielding.
- H. Analog signal fusing
- I. Digital signal supply voltage
- J. Digital output relays.
- K. Spare I/O requirements
- L. Panel lighting
- M. Panel heaters
- N. Conduit penetrations

## 6. Operator Interface Engineering

6.1 The OIT at the master PLC will have the same functionality as the existing OIT. It will include a graphical depiction of the system, alarms, trends, and the new functionality for Well 10.

6.2 The OIT for Well 10 will show process data such as flow, pressure, and level. It will show the status of the recharge valve and well pump. It will show alarms and trends. The operator will be able to change setpoints.

## 7. Well 10 Pump Control Strategy

Reference Drawing: G004

**Normal Operation:** Well 10 pump is called to run from the master PLC depending on level setpoints for the 500,000 gallon reservoir.

**Control System:** Table 1 shows the inputs and outputs to the control system from the well pump.

**Table 1. Control System Equipment Input/Output**

Equipment	Discrete		Analog	
	Input	Output Command	Input	Output
Well 10 pump	Running (aux contact) Well Flow direction Well Gallons (pulse)	Run Command	Well Level Well Flow (bi-direction) Combined Flow	

**Local Manual Controls Mode:** Local manual control is provided via the 4-Position Switch. Switch position 3 (H) will run enable the pump to run if the recharge valve is confirmed closed.

**Local Automatic Control Mode:** Local automatic control is provided via the 4-Position Switch. Switch position 4 (A) will enable the pump to run in automatic mode.

**Control System Manual Control Mode:** An operator at the Master OIT can place the well pump into manual mode. The operator can select RUN or OFF.

**Control System Automatic Control Mode:** When the well pump is in automatic, it will start at an operator selectable reservoir level setpoint via the operator interface. The operator will select auto then start the pump. The pump will stop at an operator selectable setpoint.

**Operator Interface:** Master OIT  
The Well 10 overview screen will display general information about the pumps such as:

- Mode select status
- RUN/STOP command control
- RUNNING/STOPPED status
- Pump OK/Failed status

The Reservoir Level Screen will allow the operator to set the Well 10 operational setpoints.

Well 10 OIT

The Well 10 overview screen will display general information about the pumps such as:

- Mode status
- RUNNING/STOPPED status
- Pump OK/Failed status
- Runtime
- Start/Stop cycles

**Interlocks:** Table 2 shows the interlocks associated with this system.

**Table 2. Interlocks**

Equipment	Interlock	Cause
Well 10 Pump	Prevent from Starting	Recharge Valve Not Closed

**Trips:** Table 3 shows the trips associated with the pump.

**Table 3. Trips**

Equipment	Trips
Pump	Loss of Run Status Following Delay Timer Not in Remote No Flow After a Time Delay

**Alarms:** Table 4 shows the alarms associated with the pump.

**Table 4. Alarms**

Source	Alarms
Pump control	Run Fail Fail to Stop Uncommanded Run Not in Remote
Well Level	Loss of Signal HiHi Level Hi Level Lo Level LoLo Level
Combined Flow	Loss of Signal HiHi Flow Hi Flow
Well Flow	Loss of Signal HiHi Flow Hi Flow Wrong Direction

**Trends:** Table 5 shows the trends associated with the pump

**Table 5. Trends**

Source	Rate
Well Level	5 min
Combined Flow	1 min
Well Flow	1 min

## 8. Well 10 Recharge Valve Strategy

Reference Drawing: G004

Normal Operation: Well 10 is called to recharge aquifer from the master PLC when the reservoir feed is diverted.

Control System : Table 1 shows the inputs and outputs to the control system from the well pump.

**Table 1. Control System Equipment Input/Output**

Equipment	Discrete		Analog	
	Input	Output Command	Input	Output
Well 10 recharge valve	Remote Opened Closed	Open Close	Injection Pressure Injection Flow	

**Local Manual Controls Mode:** Local manual control is provided via the 4-Position Switch. Switch position 1 (R) will run enable the recharge valve to be opened and closed by the operator. A 3-Position Selector Switch is used to open and close the recharge valve. The OPEN and CLOSE position are spring return to the OFF position. When OPEN is selected, the valve opens. When OFF is selected the valve stays in the last position. When CLOSE is selected, the valve closes. The OIT has indicators for Injection Flow, Valve Open, and Valve Closed.

**Local Automatic Control Mode:** Local automatic control is provided via the 4-Position Switch. Switch position 4 (A) will enable the valve to be ran in automatic mode.

**Control System Manual Control Mode:** An operator at the Master OIT can place the well valve into manual mode. The operator can select OPEN, CLOSE or OFF. When in Control System Manual, the well pump will not be able to run.

**Control System Automatic Control Mode:** When the well recharge valve is in automatic, it will be called to open to a flow operator selected setpoint when the reservoir feed valve is in the divert position. As the well level increases above an operator selected setpoint. The flow setpoint will ramp down the turndown depending on well level. At another setpoint, the valve will be completely closed. At low injection pressure, the valve is closed

**Operator Interface:** Master OIT  
The Well 10 overview screen will display general information about the valve such as:

- Mode select status
- OPEN/CLOSE/OFF command control
- Opened / Closed status
- Remote status

The Well Recharge Screen will allow the operator to set the Well 10 operational setpoints.

Well 10 OIT

The Well 10 overview screen will display general information about the pumps such as:

- Mode status
- Opened / Closed status
- Remote status
- Injection Flow
- Injection Pressure

**Interlocks:** Table 2 shows the interlocks associated with this system.

**Table 2. Interlocks**

Equipment	Interlock	Cause
Recharge Valve	Closed	Low Injection Pressure

**Trips:** Table 3 shows the trips associated with the pump.

**Table 3. Trips**

Equipment	Trips
Recharge Valve	Low Injection Pressure

**Alarms:** Table 4 shows the alarms associated with the pump.

**Table 4. Alarms**

Source	Alarms
Valve Control	Not in Remote
Injection Pressure	Loss of Signal HiHi Pressure Hi Pressure Lo Pressure LoLo Pressure
Injection Flow	Loss of Signal HiHi Flow Hi Flow Wrong direction

**Trends:** Table 5 shows the trends associated with the pump

**Table 5. Trends**

Source	Rate
Injection Pressure	30 sec
Injection Flow	1 min

## 9. Implementation Strategy

9.1 In addition to the system engineering and installation management responsibilities, Portland Engineering (PEI) will be responsible for the development and execution of the Implementation Plan. The owner will be responsible for timely technical input, and the coordinated, simultaneous operation of the both the existing SCADA Telemetry systems and the new PLC based system during the installation, startup and commissioning effort.

9.2 There are coordinated tasks required for the integration of Well 10's RTU.

- A. Control panel layout drawings.
- B. PLC I/O termination drawings.
- C. Control panel fabrication.
- D. Define process variable scaling issues, units and significant digits to display.
- E. PLC controls configuration development.
- F. Operator Interface system development.
- G. PLC subsystem Controls Confirmation Testing (CCT)
- H. Panel checkout and verification documentation.
- I. Operations and maintenance commissioning instructions.
- J. Testing, startup, commissioning and acceptance.
- K. PEI will develop an installation schedule with the owner based on the system availability and operations schedule.

## 10. Project Responsibilities

10.1 PEI will be responsible for the following:

- A. All aspects of design, installation, startup and commissioning of Well 10's electrical and controls.
- B. Procurement and delivery of all system hardware and software.
- C. Design documents and submittals as specified in this scope of work..
- D. Construction specification and design.
- E. Development of the construction and installation schedule.
- F. Development of the project Schedule of Values.
- G. Coordination with Westech Engineering and contractors.

10.2 It will be the responsibility of the City to provide the following:

- A. Access to the site.
- B. Prompt review of all submittals
- C. Coordination with PEI for system integration.
- D. Documented application file for the reservoir PLC.
- E. Application file for reservoir OIT.

## 11. Submittal Requirements

11.1 PEI will provide the following submittals:

- A. Design Submittal 1: 75% Review. Plan drawings, Details as needed, Communications Block Drawing, Panel Layout Drawing, Panel Power Distribution, Panel Terminal Drawings, and other needed construction drawings. Cut sheets of major components.
- B. Design Submittal 2: 95% Review.
- C. Control Submittal: To include electronic copy of the control logic and OIT configurations.
- D. O&M Manual: To include the following:
  1. Record drawings.
  2. Electronic copies of all control programs.
  3. Electronic copy of Operator Interface Application.
  4. Hardware parts list that included part number, manufacturer, manufacturer phone number, local vendor, and local vendor phone number.
  5. Electronic copy of user manuals for all hardware.
  6. List of recommended spare parts.

## 12. Testing, Startup and Commissioning

12.1 PEI will perform the following tests to ensure system functionality. The owner is encouraged to participate in all system tests.

- A. Panel Checkout Test (PCT) on all panels to ensure accuracy of wiring before the panels are installed in the field. The owner will be notified of this test and may attend at their discretion.
- B. I/O checkout after installation of new components. The owner will be notified of this test and may attend at their discretion.
- C. Functional Acceptance will be performed at the time of the startup. All functions will be tested. A representative from the owner must be in attendance during startup and testing and must sign off for acceptance. After completion of the, the owner will assume operational responsibility for the system.

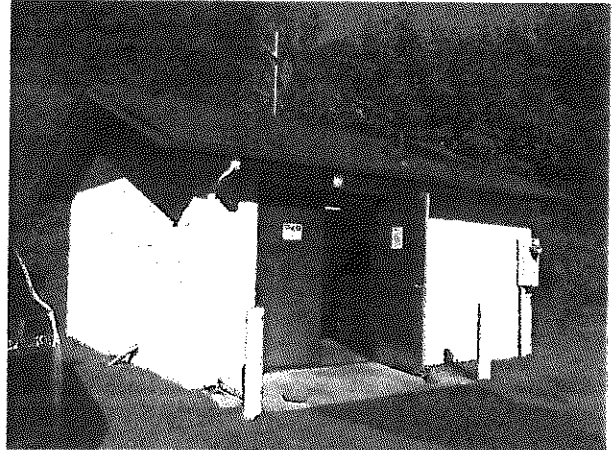
## 13. Training Requirements

13.1 PEI will provide 4 hours of training to city personnel on the operation and maintenance of the new SCADA Telemetry system.

## 14. Master Telemetry Unit Construction Scope of Work

Location: Reservoir Control Building  
Lafayette Watershed  
5858 NE Duniway Rd  
City of Lafayette, OR 97127

- 14.1 Install new Data-Linc LLM1100 modem using spare serial port on PLC.
- 14.2 Connect modem communications to conductors to existing underground control cable.
- 14.3 Replace existing OIT with new Maple Systems 10" widescreen.
- 14.4 Remove existing signals to Well 10.
- 14.5 Dress panel wiring and clean panel.



## 15. Well 10 Construction Scope of Work

Location: Well 10  
Lafayette Watershed  
5858 NE Duniway Rd  
City of Lafayette, OR 97127

- 15.1 Relocate existing breaker panel.
- 15.2 Install new telemetry panel (RTU).
- 15.3 Route existing control cable into RTU, connect to serial modem. Install terminal junction box.
- 15.4 Install new level transmitter in stilling well. The transmitter will be located at 250' BGS.
- 15.5 Provide 120 VAC to RTU.
- 15.6 Install conduit and conductors from RTU to the following:
  - A. Recharge Valve:
    - 1. DI - Remote
    - 2. DI - Opened
    - 3. DI - Closed
    - 4. DO - Open
    - 5. DO - Close
  - B. Well Pump Motor Starter:
    - 1. DI - Running
    - 2. DO - Start/Stop
  - C. Well:
    - 1. AI - Well Level Transmitter
    - 2. AI - Injection Header Pressure
  - D. New Flow Meter:
    - 1. AI - Flow (Pumping)
    - 2. AI - Flow (Charging)
    - 3. DI - Flow direction
    - 4. DI - Flow rate (pulse)
    - 5. DI - Trouble alarm
  - E. Existing Flow Meter in valve building (underground conduit installation by others):
    - 1. AI - Flow
    - 2. DI - Flow rate (pulse)
    - 3. DI - Trouble alarm
- 15.7 Provide 220 VAC power for Recharge Valve. 3R valve control panel installation by others.
- 15.8 Provide light, switch, and 120 VAC outlets in new valve cover enclosure.



## 16. Project Cost

The following is the pricing for design, hardware, and commissioning services:

Item	Quantity	Unit Price	Total
30"x24" Control Panel, 30361-01	1	\$4,680.00	\$4,680.00
GE IC200CPU001 VersaMax CPU	1	\$228.00	\$228.00
GE IC200PWR001 VersaMax Power supply	1	\$55.00	\$55.00
GE IC200CHS022 VersaMax Carrier box style	2	\$77.00	\$154.00
GE IC200ALG240 VersaMax 8ch 18 bit AI Module	1	\$840.00	\$840.00
GE IC200MDD840 VersaMax 20 DI/12 relay Module	1	\$286.00	\$286.00
Data-Linc LLM1100 Bell 202/CCITT V.23 1200 Baud Modem	2	\$795.00	\$1,590.00
Maple Systems HMI5070NH 7" Widescreen, serial communications	1	\$738.00	\$738.00
E & H Waterpilot FMX167 Level Transmitter with cable	1	\$1,470.00	\$1,470.00
Maple Systems HMI5100NH 10" Widescreen, serial communications	1	\$1,224.00	\$1,224.00

<b>Hardware Total</b>	<b>\$11,265.00</b>
<b>System Engineering</b>	<b>\$19,215.00</b>
<b>Electrical Installation</b>	<b>\$5,712.00</b>
<b>PROJECT TOTAL</b>	<b>\$36,192.00</b>

### SCHEDULE:

Portland Engineering is prepared to begin work on this project immediately upon receipt of a purchase order. Engineering tasks, equipment installation, testing and startup is expected to be complete within four weeks after receipt of order.

Most items are in stock at the equipment supplier. However, long lead times for some equipment may affect the schedule. Portland Engineering will provide information to the City with regard to equipment lead times that will impact the project schedule.

### PAYMENT TERMS:

All payment terms are net 30 days. Pricing does not include any applicable taxes.

#### Hardware and Software:

Terms of payment for the hardware and software purchases will be as follows:

PEI will submit an initial invoice for \$11,265.00 for the cost of the hardware upon placement of order.

#### Engineering:

Terms of payment for engineering tasks will be progress payments through the course of the project based on a project schedule of values. Labor costs will be submitted by the 30th of the month due net 30 days.

#### Installation and Startup:

The final invoice for installation and startup will be submitted upon the completion of system commissioning.

Please note that the pricing in this proposal does not include any applicable taxes.

### WARRANTY:

Any hardware and software warranty is provided by the manufacturer and not by Portland Engineering, Inc. No other warranty applies.

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Lafayette ("City"), an Oregon municipal corporation, and Portland Engineering, Inc. ("Consultant").

### RECITALS

A. The City is in need of engineering services having to do with the Lafayette water and wastewater systems, and Consultant is qualified and prepared to provide such services.

B. It is the purpose of this Agreement to establish the services to be provided by Consultant and the compensation and terms for such services.

### AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. **Engagement.** The City hereby engages Consultant to provide services related to the City of Lafayette water and wastewater systems services, and Consultant accepts such engagement.

2. **Scope of Work.** The duties and responsibilities of the Consultant shall be to provide SCADA, telemetry and instrumentation technical support and training as required pertaining to the City's water and wastewater systems. A more detailed description of the Scope of Work is attached hereto, labeled Exhibit A and hereby incorporated by reference.

3. **Term.** Subject to the termination provisions of paragraph 11 of this Agreement, this Agreement shall commence on October 14, 2010, and shall terminate on June 30, 2012.

4. **Compensation.** Compensation shall be on a time and materials basis, in a total amount not to exceed \$50,000 in any calendar year. The staff and billing rates shall be as set forth in Exhibit B, a copy of which is attached hereto and hereby incorporated by reference.

5. **Payment.**

5.1. Consultant shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Consultant of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.2. City may suspend or withhold payments if Consultant fails to comply with requirements of this Agreement.

5.3. Consultant is engaged by City as an independent Consultant in accordance with the standards prescribed in ORS 670.600. Consultant will not be entitled to any benefits that are provided by City to City employees.

5.4. Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation of Article XI, Section 9 of the Oregon Constitution will be void. City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 to 294.565.

6. **Document Ownership.** Upon acceptance of the work and payment for such work by the City, all work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by the Consultant for the benefit of City under this Agreement shall become property of the City.

7. **Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City Administrator  
City of Lafayette  
19920 SE Hwy 212  
Lafayette OR 97089

CONSULTANT Portland Engineering, Inc.  
2020 S.E. 7th Avenue, Suite 200,  
Portland, OR 97214

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage prepaid.

8. **Standard of Care.** Consultant shall comply with applicable standards of professional care in the performance of the Services. Consultant will prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. **Consequential Damages.** Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. **Insurance.**

10.1. At all times during the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for each occurrence, Two Million Dollars (\$2,000,000.00) aggregate, against any personal injury, death, loss or damage resulting from the wrongful and negligent acts by the Consultant, its subcontractors, agents or employees. Consultant shall also provide comprehensive auto liability insurance covering personal injury and property damage in the amount of a combined single limit of One Million Five Hundred Thousand Dollars (\$1,500,000.00) covering "Any Auto" utilized by Consultant, its subcontractors, agents or employees, in performing its services hereunder.

**10.2.** All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Consultant agrees that it will not cancel or reduce said insurance coverage.

**10.3.** At all times during the term of this Agreement, Consultant shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as Additional Insured (except for the professional liability and workers' compensation insurance), providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to the City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

**10.4.** The insurance provided by Consultant shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Consultant shall be responsible for any deductible amounts outlined in such policies.

**10.5.** Consultant may request variances or waivers of the requirements set forth above for approved subcontractors by submitting to the City Administrator a written request to grant such variance or waiver. The City Administrator has authority to grant such variance or waiver.

**11. Termination.** Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (i) the other party fails to substantially perform in accordance with the terms of this Agreement; (ii) the City in its sole discretion decides to abandon the Project. If either party terminates this Agreement, Consultant shall receive compensation only for work actually performed up to the date of termination.

**12. No Third Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than City and Consultant.

**13. Modification.** Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

**14. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**15. Indemnification.** Consultant and the officers, employees, agents, and subcontractors of Consultant are not agents of City as those terms are used in ORS 30.265. Consultant shall defend, indemnify, and hold harmless City and its officers, employees, and agents from all claims for injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of Consultant or officers, employees, agents, or subcontractors of Consultant. Consultant will not be responsible for claims caused by the negligence or other wrongful acts or omissions of City or City's officers, employees, or agents.

**16. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Yamhill County, Oregon.

**17. Compliance with Law.**

17.1. Consultant shall comply with all applicable federal, state, and local statutes, ordinances, administrative rules, regulations, and other legal requirements in performance of this Agreement.

17.2. Consultant shall comply with applicable provisions of ORS 279C.505, 279C.515, 279C.520, and 279C.530. Pursuant to ORS 279C.540, any person employed by Consultant who performs Services shall be paid at least time and a half pay for all overtime in excess of 40 hours in any one week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209.

17.3. Consultant is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Consultant shall provide workers' compensation coverage for "subject workers" employed to perform the Services. Before performing any Services, Consultant shall provide a certificate of insurance for workers' compensation coverage or other proof of coverage, or certify that no subject workers will perform Services.

17.4. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, disabled veteran, or veteran status. Consultant shall take affirmative action to employ, advance in employment, and otherwise treat employees during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, disabled veteran, or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Violation of the above shall be grounds for cancellation, termination, or suspension of this Agreement in whole or in part by City.

**18. Confidentiality.** Consultant shall maintain the confidentiality, both external and internal, or that confidential information to which it is exposed by reason of this Agreement. Consultant warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

**19. Publicity.** Consultant shall not use any data, pictures or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**20. Succession.** This Agreement shall inure to the benefit of, and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators, and assigns.

**21. Assignment.** This Agreement shall not be assigned by Consultant without the express written consent of the City. Consultant shall not assign Consultant's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

**22. Mediation.** Should any dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties.

Mediation will be conducted in Lafayette, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Yamhill County Circuit Court upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

**23. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

**24. Inspection and Audit by City.**

**24.1.** Services provided by Consultant and Consultant's performance data, financial records, and other similar documents and records of Consultant that pertain, or may pertain, to services under this Agreement shall be open for inspection by City or its agents, at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to City free of charge.

**24.2.** City shall have the right to inspect and audit Consultant's financial records pertaining to services under this Agreement at any time during the term of this Agreement or within two years following the termination of this Agreement.

**24.3.** This section is not intended to limit the right of City to make inspections or audits as provided by law or administrative rule.

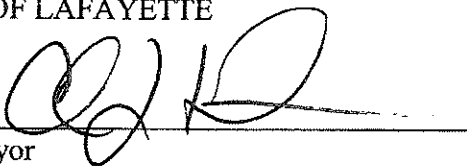
**25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the services described herein.

**26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

[Signature Page Follows]


IN WITNESS WHEREOF, City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents and Consultant has executed this Agreement on the date written below.

CITY OF LAFAYETTE

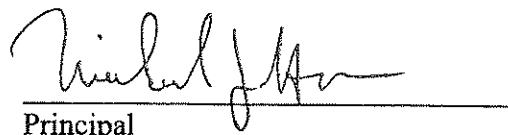
By:   
Its: Mayor

Date: 11-23-10

ATTEST:

By:   
City Recorder

CONSULTANT

By:   
Its: Principal

Date: 12.10.10

MICHAEL J. HOGAN  
VICE PRESIDENT

## EXHIBIT A

### SCOPE OF WORK

Services shall be provided by Consultant on an as-needed, as-requested basis (i.e., only those services as-requested by the City, subject to cost limitations incorporated into this Agreement). Services will typically fall into two general categories, namely (1) ongoing system support and maintenance services for existing systems and (2) design/construction/integration services associated with new City projects or upgrades to existing systems. Services requested by the City for specific projects (under the second general category, above) which will result in fees exceeding the general annual limits (under paragraph 4 of this Agreement) must be approved in writing by the City Council in advance of performance of said services.

Consultant shall familiarize itself with City's water and wastewater systems in terms of SCADA, telemetry, and instrumentation.

Consultant shall provide initial and on-going technical support and training as required and requested.

Consultant shall determine staff's level of training and knowledge of the various system components, develop a prioritized training schedule, if needed, and train staff in the required areas on an as-requested basis.

Consultant's engineers shall be available on a 24 hour per day, 7 day per week basis and shall respond to emergency calls within 2 hours for servicing all telemetry, SCADA, and instrumentation systems.

As requested by City, Consultant shall provide instrumentation/control/telemetry support services associated with new City projects or upgrades to existing systems, consisting of electrical control system design and construction services on selected City improvement projects, as well as programming and integrating these system upgrades into the existing control/telemetry/SCADA system.

6(c)



## Lafayette City Council

Meeting Date: February 24, 2011

Agenda Item: City Attorney Services

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**Requested Council Action:**

Consider the two law firms interviewed by Council on February 16, 2010 and provide direction to staff. The two law firms interviewed were Jordan Schrader Ramis and Harang Long Gary Rudnick.

**Staff Recommendation:**

Continue the existing contract with Jordan Schrader Ramis.

**Background:**

On February 16, 2011, Council interviewed two prospective law firms for City Attorney services.

**Alternative:**

Council may determine to direct staff to prepare a contract for City Attorney services with Harang Long Gary Rudnick for Council approval.

**Financial Impact:**

None.

**Suggested Motion:**

None required.

6(d)



## Lafayette City Council

Meeting Date: February 24, 2011

Agenda Item: Appointment to Represent the City in meetings with the Dayton Prairie Groundwater Assn.

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**Requested Council Action:**

Approve the recommendation from the Chair of the Water Resources Committee.

**Staff Recommendation:**

Appoint Todd Holt.

**Background:**

On February 10, 2011, the Council received a recommendation from Chris Harper, Chair of the Water Resources Committee (WRC) recommending that Todd Holt be appointed to fulfill the task of attending meetings with the Dayton Prairie Groundwater Assn. Todd Holt is also a member of the WRC. The City Administrator will be a backup attendee should Todd have a conflict, and it should be understood that the City Administrator may also attend these meetings at any time.

**Alternative:**

Council may determine that someone else be appointed in this capacity.

**Financial Impact:**

None.

**Suggested Motion:**

"I move to appoint Todd Holt as City representative in meetings with the Dayton Prairie Groundwater Association."



# Lafayette City Council

Meeting Date: February 24, 2011

Agenda Item: Community Garden

7(a)

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**Requested Council Action:**

Council to discuss and determine the public purpose for a community garden and schedule an action item for this topic at a subsequent Council meeting.

**Staff Recommendation:**

Council to provide staff with a public purpose statement on which staff can design a program for future Council acceptance.

**Background:**

At your regular Council meeting on January 13, 2010, a member of the public suggested a “community garden.” There was a brief discussion of the pros and cons, mainly among members of the public, and Council scheduled the matter as a work session topic on February 24.

A community garden can be designed in various ways to promote various public goals. I have experience in establishing a community garden that is entirely run by the City and users are charged a fee. I have a brief presentation prepared on this subject to present to the Council at your meeting on February 24.

**Alternative:**

Council to provide staff with all the details for a community garden program.

**Financial Impact:**

To be determined based on Council direction.

**Suggested Motion:**

None required.



# Lafayette City Council

Meeting Date: February 24, 2011

Agenda Item: City Goals

**Requested Council Action:**

Consider the development of City Goals and provide direction to staff on the process desired.

**Staff Recommendation:**

Council to consider dedicating a future Council work session for the topics of goals, strategic planning, mission statement, and community visioning.

**Background:**

Often times a City Council will engage the community in discussion of the City’s future through a strategic planning process referred to as community visioning. A few of the important outcomes from this process can be a City Vision Statement and community goals. Successful visioning processes produce enduring strategic plans that have community ownership.

The Planning Commission at their goal-setting session in January 2011 nearly recommended to the City Council that a community vision process be conducted. I advised the Planning Commission that the standard model for small cities in Oregon comes from “A Guide to Community Visioning,” which was developed by the Oregon Visions Project in 1993. An estimate for this process to be facilitated by a qualified consultant is roughly \$25,000.

As your Administrator, I would like to be an integral part of the discussion on City Goals. Being new to the community and currently very immersed in water projects and developing a budget for next fiscal year, I don’t have very good input at this time. I feel that once the budget is adopted and after receiving community input that I will be much more of an asset to the Council when you consider your strategic planning.

The draft City Council Goals 2009 are attached for your reference and comprise all the recent file materials I have been able to find on this subject. Perhaps it can provide a baseline for future discussion.

**Alternatives:**

Council to wait on Council goals development until after the budget is adopted for next fiscal year and/or after a community vision process has been conducted.

**Financial Impact:**

None.

**Suggested Motion:**

None required.

CITY OF LAFAYETTE, OREGON

**GOAL-SETTING  
WORKSHOP RESULTS**

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April 4, 2009  
&  
June 25, 2009

# GOAL-SETTING WORKSHOP RESULTS

April 4<sup>th</sup> and June 25<sup>th</sup>, 2009

## MISSION STATEMENT

**The City of Lafayette is committed to providing the highest quality of life for our citizens, providing fiscally sound and responsive municipal services and delivering those in a professional manner with a high degree of integrity**

## GOALS

The City of Lafayette will:

1. Preserve and provide municipal facilities and infrastructure to meet current and future needs.
2. Create opportunities and environment conducive to attracting businesses and commerce.
3. Develop beautiful, livable community with specific identity that promotes community pride.
4. Provide current and easily accessible community-related information.
5. Provide quality recreational and cultural activities/opportunities.
6. Manage and operate the City in an efficient and effective manner.
7. Keep Lafayette a safe community.

OBJECTIVES
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**Goal #1 – Provide municipal facilities and infrastructure to support current operations and growth**

	OBJECTIVE	PRIORITY
1	Implement Water Master Plan	4
2	Identify water supply source to meet future growth of residential and commercial in conjunction with other communities	2
3	Identify and implement plans to maximize City's current water resources, including ASR, conservation and education.	4
4	Conduct Council work session to discuss water related goals and prioritize issues/projects, including debt financing	1
5	Implement Transportation System Plan (TSP)	4
6	Conduct Council work session to discuss transportation related goals and prioritize issues/projects, including identifying funding resources.	1
7	Develop conceptual architectural plan/design for new City Hall/Fire Station.	1

**Goal #2 – Create opportunities and environment conducive to attracting businesses and commerce.**

	OBJECTIVE	PRIORITY
1	Encourage signage of off-street parking with businesses	1
2	Promote benefits of and encourage downtown association and/or chamber of commerce	4
3	Contract with consultant to begin community/downtown visioning process which could include uniform coding to achieve common theme.	1

**Goal #3 - Develop beautiful, livable community with specific identity that promotes community pride.**

	OBJECTIVE	PRIORITY
1	Identify and develop an annual event that supports identity and heritage	2
2	Identify and develop a multi-use venue to hold events	3
3	Implement annual clean-up day	1

4	Create new City logo consistent with visioning process	2
5	In a Council work session, review nuisance code provisions for effectiveness and enforceability	1

**Goal #4 - Provide current and easily accessible community-related information.**

	OBJECTIVE	PRIORITY
1	Enhance City website for ease of use and ability to locate information	1
2	Work with County on reverse 911 and emergency communications	2
3	Continue to develop City e-mail notification system	4

**Goal #5 - Provide quality recreational and cultural activities/opportunities.**

	OBJECTIVE	PRIORITY
1	Implement Parks Master Plan	4
2	Identify use for 12 <sup>th</sup> and Bridge Street property	1
3	Develop vision/plan for replacement of Community Center	2
4	Enhance maintenance activities of current park facilities	4

**Goal #6 - Manage and operate the City in an efficient and effective manner.**

	OBJECTIVE	PRIORITY
1	Recruit and hire a new City Administrator (due to current Administrator's retirement)	1
2	Establish City Charter Review Committee	1
3	Initiate Planning Commission Review of Comprehensive Plan	1

**Goal #7 - Keep Lafayette a safe community.**

	OBJECTIVE	PRIORITY
1	Promote neighborhood watch, CERT teams and other community involvement	4
2	Maintain current levels of law enforcement and fire protection	4
3	Explore provision of fire services for the long-term	2