

MISSION STATEMENT

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.



CITY OF SWEET HOME CITY COUNCIL AGENDA

WIFI Passcode:
guestwifi

July 23, 2019, 6:30 p.m.
Sweet Home Police Department, 1950 Main Street
Sweet Home, OR 97386

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

A. Call to Order and Pledge of Allegiance

B. Roll Call:

- | | |
|-------------------|-----------------|
| Councilor Coleman | Mayor Mahler |
| Councilor Gerson | Councilor Nash |
| Councilor Goble | Councilor Trask |
| Councilor Gourley | |

C. Consent Agenda:

- a) Approval of Minutes: July 9, 2019 City Council Meeting (pg. 3-5)
July 16, 2019 City Council Work Session (pg. 6)
- b) OLCC Change of Ownership – 7 Eleven (pg. 7-11)
- c) National Night Out Street Closure – Resolution No. 21 for 2019 (pg. 12-17)

D. Recognition of Visitors and Hearing of Petitions:

E. Old Business:

- a) Request for Council Action – Oregon Business Development Department Grant (pg. 18-31)
- b) Lottery Fund Update (pg. 32)
- c) Request for Council Action – Resolution No. 14 for 2019 2019 Water Utility Rates (pg. 33-37)
- d) Discussion Only – Resolution No. 15 for 2019 2019 Storm Utility Fees (pg. 38)
- e) Water and Wastewater Treatment Plant Update (pg. 39)

F. New Business:

- a) Request for Council Action – Engineer of Record (pg. 40-115)
- b) Request for Council Action – Downtown Lounge Sound Permit (pg. 116-118)
- c) Request for Council Action – Waiver of Fees – Sunshine Industry (pg. 119-120)

G. Ordinance Bills

- i. **Introduction and Request for Ordinance**
- ii. **First Reading of Ordinance Bills**
- iii. **Second Reading of Ordinance Bills**
- iv. **Third Reading of Ordinance Bills (Roll Call Vote Required)**

H. Reports of Committees:

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.

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Administrative & Finance/Property	Goble
Park and Tree Committee	Trask
Youth Advisory Council	Gourley
Chamber of Commerce	Gerson
Council of Governments	Gerson
Area Commission on Transportation	Mahler
Solid Waste Advisory Council	Goble
Ad Hoc Committee on Health	Gourley
Legislative Committee	Coleman

I. Reports of City Officials:

- a) Mayor’s Report
- b) City Manager’s Report
- c) Department Director’s Reports: (1st Meeting of the Month)
 - i. Library Services Director
 - ii. Community and Economic Development Director
 - iii. Public Works Director
- d) Department Director’s Reports: (2nd^t Meeting of the Month)
 - i. Finance Director
 - (1) Department Report – June 2019 (pg. 121-122)
 - (2) Checks by Date – June 2019 (pg. 123-125)
 - ii. Police Chief
 - (1) Department Report – July 2019 (pg. 126-127)
 - iii. City Attorney’s Report

J. Council Business for Good of the Order:

K. Adjournment

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager’s Office at 541-367-8969.

SWEET HOME CITY COUNCIL
MEETING MINUTES

July 09, 2019

Mayor Mahler called the meeting to order at 6:30 p.m. in the Sweet Home Police Department. The Pledge of Allegiance was recited.

Staff Present: City Manager Ray Towry, City Attorney Robert Snyder, Public Works Director Greg Springman, Finance Director Brandon Neish and Recording Secretary Julie Fisher.

Visitors Registered to Speak: None

Media: Sean Morgan, The New Era

Roll Call:	Councilor Coleman	P	Mayor Mahler	P
	Councilor Gerson	P	Councilor Nash	P
	Councilor Goble	P	Councilor Trask	P
	Councilor Gourley	AB		

Motion to excuse Councilor Gourley (Trask/Coleman) Motion passed with 6 Ayes, 0 Opposed and 1 Absent (Gourley)

Consent Agenda: Motion was made to approve the Consent Agenda as submitted (Gerson/Trask). Motion passed with 6 Ayes, 0 Opposed, 1 Absent (Gourley).

Items on the consent agenda are as follows:
Approval of Minutes: June 26, 2019 City Council Meeting

Recognition of Visitors & Hearing of Petition: None

Old Business: None

New Business: None

Request for Council Action – Updates to the City of Sweet Home Personnel Policy – No Harassment
City Manager Towry introduced the Request for Council Action to update the City of Sweet Home Personnel Policy. Language was added to the Harassment Policy to include reporting process.

Motion to Approve the Updates to the City of Sweet Home Personnel Policy – No Harassment (Trask/Coleman). Motion passed with 7 Ayes, 0 Opposed and 1 Absent (Gourley).

Request for Council Action – Updates to the City of Sweet Home Personnel Policy – Payroll – Resolution No. 20 for 2019.
City Manager Towry requested this item be tabled until the next City Council meeting.

Request for Council Action and First Reading of Ordinance Bills: None

Second Reading: None

Third and Final Reading of Ordinance Bills: None

Reports of Committees:

Administration & Finance/
Property Committee No Report

Park & Tree Commission Councilor Trask reported the Sankey Park Grant has made it to the second step in approval.

Youth Advisory Council No Report

Chamber of Commerce No Report

Council of Governments (COG) No Report

Area Commission on Transportation No Report

Solid Waste Advisory Council (SWAC) No Report

Ad Hoc Committee on Health No Report

Legislative Committee Councilor Coleman submitted a written report with information regarding four House Bills, one specifically dealing with Lottery Bond Funds. Councilor Coleman stated an additional member on the Legislative Committee would be helpful. Councilor Gerson volunteered.

Reports of City officials

Mayor's Report No Report

City Manager's Report City Manager Towry reported he will be out of the office July 15th and July 16th and on vacation July 23rd thru July 27th.

Department Directors Reports Written reports were submitted by the following Departments: Community and Economic Development, Library and Public Works Departments. There were no questions or comments from the Council.

City Attorney No Report.

Council Business for Good of the
Order: None

Adjournment: With no further business the meeting adjourned at 6:35 pm.

The foregoing is a true copy of the proceedings of the City Council at the July 09, 2019 regular City Council Meeting.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

SWEET HOME CITY COUNCIL
SPECIAL MEETING WORK SESSION MINUTES

July 16, 2019

The City Council Work Session was opened at 5:30 p.m. in the Sweet Home Police Department.

Roll Call:	Councilor Coleman	P	Mayor Mahler	P
	Councilor Gerson	P	Councilor Nash	P
	Councilor Goble	P	Councilor Trask	P
	Councilor Gourley	P (5:45pm)		

Staff: City Manager Ray Towry, Public Works Director Greg Springman, Finance Director Brandon Neish, Community and Economic Development Director Blair Larsen and Recording Secretary Julie Fisher.

Media: Sean Morgan, The New Era.

The purpose of the meeting was to review Utility Rates. Staff presented a power point with water rate comparison to like communities. The rate comparison included base rate and commodity rate as well as the average cost per 600-cubic feet. The aging infrastructure was addressed. A quick history of leak repair was presented. The Capitol Improvement Plan was discussed. Council conversation included impacts to residential, bulk water and commercial accounts. Consensus of the Council was to move forward with the increase.

The meeting adjourned at 6:43 p.m.

The foregoing is a true copy of the proceedings of the City Council at the July 16, 2019 City Council Work Session Meeting.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: July 23, 2019	TITLE: OLCC Change of Ownership	TYPE OF ACTION:
SUBMITTED BY: Jeff Lynn, Chief of Police	ATTACHMENTS: OLCC Application	<input checked="" type="checkbox"/> RESOLUTION
REVIEWED BY: R. Towry, City Manager		<input type="checkbox"/> MOTION
		<input type="checkbox"/> OTHER
RELEVANT CODE/POLICY: ORS 471.166	TOWARD COUNCIL GOAL: 4: Economic Strength	

PURPOSE OF THIS RCA:

The business located at 2405 Main Street, formerly known as Circle K, was purchased by the 7-Eleven Franchise and they have applied for an “Off-Premises” liquor license.

BACKGROUND/CONTEXT:

The Sweet Home Police Department is tasked with reviewing applications for liquor licenses that are within the City Limits of Sweet Home. The 7-Eleven Franchise has purchased the business formerly known as Circle K. As with any change of ownership, the new owner must apply for a Liquor License through the Oregon Liquor Control Commission under their name. This type of license allows beer and wine to be sold for off-premise consumption only. This type of license is appropriate for this type of business, a convenience store.

The Police Department received this investigation during the first part of July 2019 and has conducted an investigation into this request.

The business will maintain its existing methods of operations. The application received was signed by Penny Lee-Lombardo. This application contained less information than previous OLCC applications that we have processed.

The Oregon Liquor Control Commission was contacted regarding this application. We learned that they have no concerns with the change of ownership. According to the OLCC investigator, big corporate applicants (such as 7-Eleven) have a “Masterfile” at OLCC and therefore are not required to provide individual histories.

Based upon review of the investigation I found no reason to recommend denial to the Sweet Home City Council.

STAKEHOLDERS:

- 7-Eleven - A liquor license and the ability to sell beer and wine are a part of the business model for this type of convenience store.
- Citizens/Community – The 7-Eleven creates additional opportunities and choices for the community.

ISSUES & FINANCIAL IMPACTS:

- Denial of an OLCC liquor license would have a negative impact on sales for 7-Eleven.

- There are no known or anticipated financial impacts for the Sweet Home Police Department or the City of Sweet Home.

ELEMENTS OF A STABLE SOLUTION:

Sweet Home must have a fair and impartial process related to liquor license applications.

OPTIONS:

1. *Do Nothing.*
2. *Direct further investigation prior to City's recommendation*
3. *Make a motion that the City of Sweet Home recommends an OLCC license be granted to 7-Eleven.*

RECOMMENDATION:

Staff recommends option #3 - *Make a motion that the City of Sweet Home recommends an OLCC license be granted to 7-Eleven.*



LIQUOR LICENSE APPLICATION

*paid \$75-
4/17/19 JK
77936*

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received: <u>4/9/19</u>
<input type="checkbox"/> Brewery 2 nd Location	Name of City or County: <u>City of Sweet Home</u>
<input type="checkbox"/> Brewery 3 rd Location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 1 st location	By: _____
<input type="checkbox"/> Brewery-Public House 2 nd location	Date: _____
<input type="checkbox"/> Brewery-Public House 3 rd location	
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1 st location	
<input type="checkbox"/> Grower Sales Privilege 2 nd location	
<input type="checkbox"/> Grower Sales Privilege 3 rd location	
<input type="checkbox"/> Limited On-Premises	
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
<input type="checkbox"/> Winery 2 nd Location	
<input type="checkbox"/> Winery 3 rd Location	
	OLCC USE ONLY
	Date application received: <u>03/20/19</u>
	By: <u>RM</u>
	Date application accepted as initially complete: <u>04/04/19</u>
	By: <u>JK</u>
	License Action(s): <u>C/O & C/TN</u>

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

7-Eleven, Inc. _____
 (Applicant #1) (Applicant #2)

 (Applicant #3) (Applicant #4)

OLCC USE ONLY	OLCC FINANCIAL SERVICES USE ONLY



LIQUOR LICENSE APPLICATION

3. Applicant #1 7-Eleven, Inc.		Applicant #2	
Applicant #3		Applicant #4	
4. Trade Name of the Business (Name Customers Will See) Circle K No. 38800H			
5. Business Address (Number and Street Address of the Location that will have the liquor license) 2405 Highway 20			
City Sweet Home	County Linn	Zip Code 97386	
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) Attn Licensing Dept., P.O. Box 219088			
City Dallas	State Texas	Zip Code 75221	
9. Phone Number of the Business Location <i>541-367-4303</i>		Email Contact for this Application alyssa.dickinson@gray-robinson.com	
Contact Person for this Application Alyssa Dickinson, Licensing Specialist, GrayRobinson, PA		Phone Number (850) 577-6962	
Mailing Address 301 S. Bronough Street, Suite 600	City Tallahassee	State FL	Zip Code 32301

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

Penny Lee Lombardo

(Applicant#1)

(Applicant #2)

(Applicant#3)

(Applicant #4)



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: 7-Eleven, Inc. Phone: (541) 367-4303

Trade Name (dba): Circle K No. 38800H

Business Location Address: 2405 Highway 20

City: Sweet Home ZIP Code: 97386

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 24/7 to
Monday to
Tuesday to
Wednesday to
Thursday to
Friday to
Saturday to

Outdoor Area Hours:

Sunday N/A to
Monday to
Tuesday to
Wednesday to
Thursday to
Friday to
Saturday to

The outdoor area is used for: N/A

- Food service Hours: to
Alcohol service Hours: to
Enclosed, how

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain:

ENTERTAINMENT

Check all that apply: N/A

- Live Music Karaoke
Recorded Music Coin-operated Games
DJ Music Video Lottery Machines
Dancing Social Gaming
Nude Entertainers Pool Tables
Other:

DAYS & HOURS OF LIVE OR DJ MUSIC

N/A
Sunday to
Monday to
Tuesday to
Wednesday to
Thursday to
Friday to
Saturday to

SEATING COUNT

N/A

Restaurant: Outdoor:
Lounge: Other (explain):
Banquet: Total Seating:

OLCC USE ONLY

Investigator Verified Seating: (Y) (N)
Investigator Initials:
Date:

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Penny Lee-Lombardo Date: 3-1-19

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 12/07)



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: July 23, 2019	TITLE: National Night Out	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION
SUBMITTED BY: J. Lynn Chief of Police	ATTACHMENTS: National Night Out Street Blockage Application	<input type="checkbox"/> MOTION
REVIEWED BY: R. Towry, City Manager		<input type="checkbox"/> OTHER
RELEVANT CODE/POLICY: SHMC 10.04.030	TOWARD COUNCIL GOAL:	

PURPOSE OF THIS RCA:

Should the City of Sweet Home pass the attached Resolution for 2019 to allow for Neighborhood Watch groups to hold gatherings and close a portion of Mimosa Circle?

BACKGROUND/CONTEXT:

On August 6th, 2019 the Sweet Home Police Department is facilitating observance of National Night Out Against Crime (NNO) by local Neighborhood Watch groups. NNO encourages neighborhood groups to meet with and get to know their neighbors. Street gatherings are held for this purpose and thus require barricades and signage for safety purposes. The Spring Terrace Homeowners Association (Mimosa Circle) is wishing to host an event in their neighborhood.

The Spring Terrace Homeowners Association is requesting the use of two (2) large road barricades to temporarily close off a portion of Mimosa Circle in order to host their event.

The Public Works Department has the barricades and are willing to transport them to the location. The Applicant and Homeowners Association will be responsible for placing and removing the barricades from the roadway. The event and street closure would be held on August 6th, 2019 from 6:30 p.m. to 8:00 p.m.

OPTIONS:

1. Deny the requested street closure.
2. Adopt the attached resolution authorizing the partial closure of Mimosa Circle from 6:30 p.m. until 8:00 p.m. on August 6th, 2019.

RECOMMENDATION:

I recommend option #2. National Night Out is intended to encourage neighborhoods to gather together and form closer bonds. The partial closure of Mimosa Circle will enhance the experience.



City of Sweet Home

NATIONAL NIGHT OUT STREET BLOCKAGE APPLICATION

- 1. Applications must be received by the Sweet Home Police Department within (45) days prior to the gathering.
- 2. The application is then presented to City Council for approval
- 3. Applicant must notify and obtain signatures of ALL homeowners along the closed section of road.
- 4. A legible map, in black & white, must be included; it must clearly define all areas affected by the road closure or use.

APPLICATION REQUEST

Date of Gathering: 8-6-2019

Hours of Gathering: 6:30 p.m. to 8:00 p.m.

The undersigned agrees to hold harmless the City of Sweet Home from any and all claims, liabilities, damages or right of action directly or indirectly arising as a consequence of the undersigned's involvement with blocking the street.

Contact Name (signed): Janet McInerney

Contact Name (printed): JANET McInerney

Address: 4919 Mimosa Circle

Phone: 909-615-6723

Barricades will be provided by Sweet Home Public Works the day of the event.

Residents are responsible for placing & removing barricades from the roadway.

Barricades will be placed alongside the roadway for SHPW to pick up.

.....
OFFICIAL USE ONLY

Approved: _____

Denied: _____

Signed: _____

A copy of this form needs to be onsite during event.

Resident's Agreement
For National Night Out Road Closure

Applicant: Spring Terrace Homeowners Association

Location: 4900 Mimosa Circle Event Date: Aug 6th 2019

Event start time: 6:30 pm Event end time: 8 am

CONTACT: Bd mbr Janet McInerney 909 615 6723

(Note: Signatures are required by all residents affected by the closure or use of the street/sidewalk during the event.)

Name (Please print)

Name (Signature)

o Juan L. Vradcher

[Signature]

o B James Clay

[Signature]

o

o *[Signature]*

[Signature]

o *[Signature]*

[Signature]

o Janet McInerney

[Signature]



AUGUST 6, 2019

NATIONAL NIGHT OUT

Spring Terrace Homeowners Association Event

Each year, our block celebrates the National Night Out event. This gives us an opportunity to meet up with the neighbors in our Homeowners Association, enjoy some food, music, and the wonderful outdoors, right here on our block!

**All Beef Hot Dogs
and the fixings
with A & W Root
Beer Floats**

**NO COST TO
HOMEOWNERS**

**Just bring a chair
and your appetite**

**Part of the street
will be blocked off
and pop up
canopies will be
erected**

**6:30 p.m. –
8 p.m.**

SPRING TERRACE HOA

**4900 MIMOSA CIRCLE
BLOCK PARTY**

INFO: 909-615-6723 (Janet)

HOME OWNERS ASSOCIATION

SPRING TERRACE

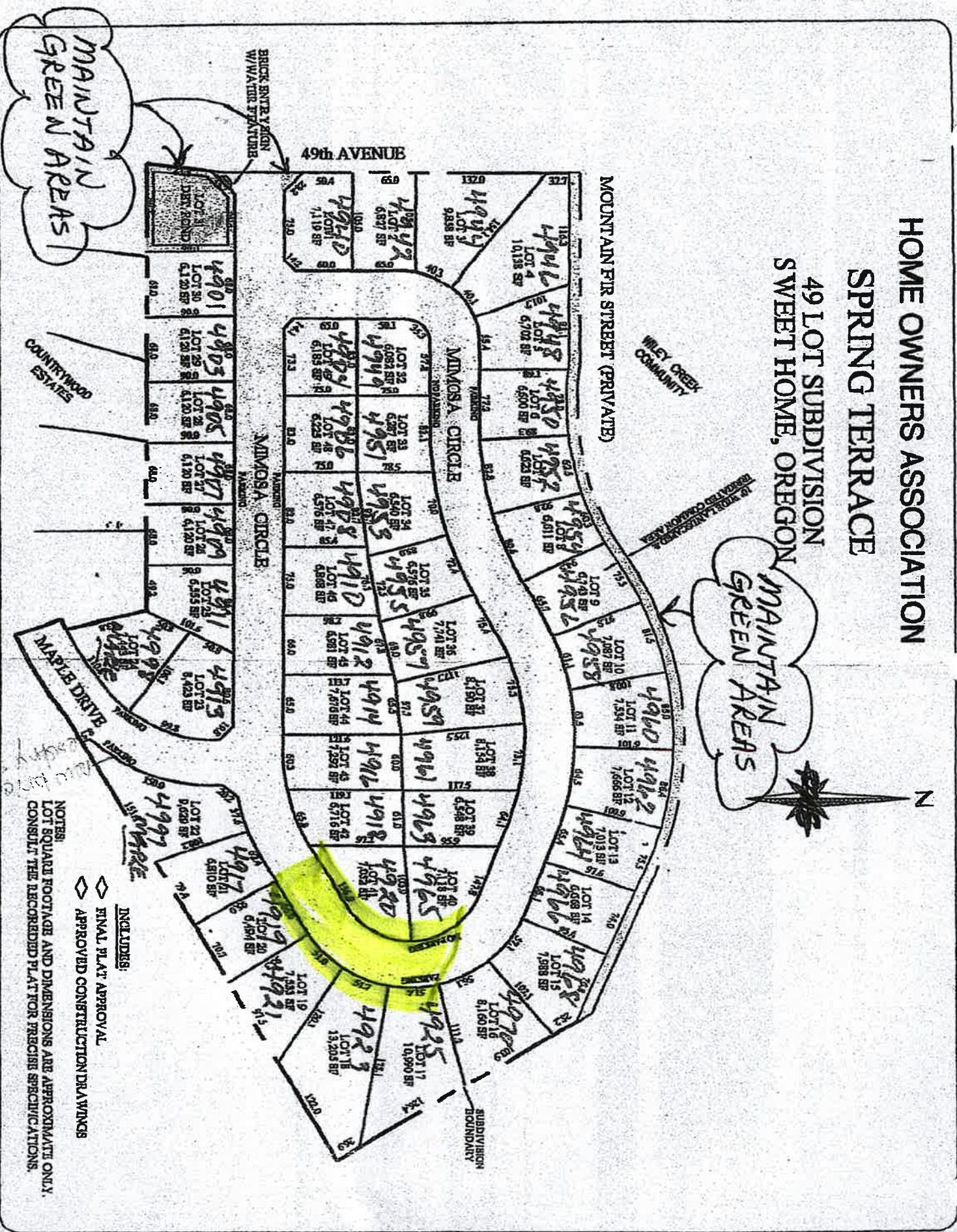
49 LOT SUBDIVISION
SWEET HOME, OREGON

WILEY CREEK
COMMUNITY

MOUNTAIN FIRE STREET (PRIVATE)

TO THE LARSEN, JENSEN &
CORRIGAN OWNERS ASSN

MAINTAIN
GREEN AREAS



- INCLUDES:
- ◇ FINAL PLAT APPROVAL
 - ◇ APPROVED CONSTRUCTION DRAWINGS

NOTES:
LOT SQUARE FOOTAGE AND DIMENSIONS ARE APPROXIMATE ONLY.
CONSULT THE RECORDED PLAT FOR PRECISE SPECIFICATIONS.

RESOLUTION NO. 21 FOR 2019

A RESOLUTION CONCERNING STREET CLOSURES AND RESTRICTIONS.

WHEREAS, on August 6th, 2019 the Sweet Home Police Department will partnership with local Neighborhood Watch groups to celebrate National Night Out Against Crime thus requiring certain street closures for neighborhood gatherings; and

WHEREAS, traffic patterns and parking issues need to be addressed to safely accommodate the event; and

WHEREAS, Sweet Home Municipal Code 10.04.030 provides that the City Council may, by resolution, establish or alter traffic and parking control;

NOW, THEREFORE, the City of Sweet Home does resolve as follows:

Traffic regulations shall be kept in effect as follows:

- A. From 6:30 PM – 8:00 PM on August 6th, 2019, Mimosa Circle between the addresses of 4919 and 4925 Mimosa Circle, inclusive, will be closed and blocked off to all vehicular traffic.
- B. Appropriate signs, barricades or other markings shall be provided by the Public Works Department to safely carry out the provisions of this resolution and shall become effective immediately upon the installation of such barricades, signs or other markings.

PASSED by the Council and approved by the Mayor this 23rd day of July, 2019.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: July 23, 2019	TITLE: WWTP Upgrade Grant	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION
SUBMITTED BY: B. Neish, Finance Director	Contracts	<input checked="" type="checkbox"/> MOTION
REVIEWED BY: R. Towry, City Manager	ATTACHMENTS: C2019172 Intergovernmental Grant Agreement	<input type="checkbox"/> OTHER
		<u>NO</u> Roll Call Vote
RELEVANT CODE/POLICY: SH Financial Policy	TOWARD COUNCIL GOAL: 1.2: Increase awareness of infrastructure needs (sewer)	

PURPOSE OF THIS RCA:

Review the \$2.0 million intergovernmental grant agreement from the State of Oregon and the Oregon Business Development Department.

BACKGROUND/CONTEXT:

The City's Wastewater Collection System and Wastewater Treatment Plant (WWTP) serve a population of approximately 9,200 residents in the community of Sweet Home. The WWTP is located at 1357 Pleasant Valley Road in the city of Sweet Home. The plant was initially constructed and placed into service in 1947. The City made treatment plant improvements in 1974, and again in 1994. The City of Sweet Home is now actively engaged in a major project to upgrade the Wastewater Treatment Plant. Initially designed as a new plant with costs exceeding \$40 million, the total project cost is now estimated at \$28.2 million for a rehabilitation of which \$2.2 million is allocated to the final design phase of the project.

Since 2017, the City has been actively searching for funding resources to pay for the rehabilitation project. An initial one-stop, a meeting combining available loan resources in one room, brought the Department of Environmental Quality, the U.S. Department of Agriculture and Business Oregon to the table with proposals including low interest loans and grants. The City also completed an application to lobby the Oregon Legislature and obtain funding through state lottery bonds for infrastructure projects. The City was successful in securing \$2.0 million in initial legislature funds that will be used to cover nearly all the final design costs with the City covering the remaining \$200k.

The state has begun to sell the bonds necessary to obtain the funding secured from the legislature and an intergovernmental agreement has been drafted to begin the draw-down to cover costs as Murraysmith moves into final design as authorized by the City Council during the June 25, 2019 Council meeting.

THE CHALLENGE/PROBLEM:

How does the City of Sweet Home finance a \$28.2 million major infrastructure project without adequate reserves to cover 100% of the project internally?

STAKEHOLDERS:

- City of Sweet Home Citizens – Citizens are the primary stakeholders of the City's sewer system and pay the rates associated with the usage of the system. Grants and reserves

reduce the City's need to obtain loans to finance the project thereby keeping sewer rates lower in the future while upgrading a critical resource in the community.

- City of Sweet Home Businesses – Like citizens, Sweet Home businesses also pay to use the City's sewer system and are impacted by increasing rates necessary to cover major loans.
- City of Sweet Home Staff – Staff benefit from the grants obtained to update the aging WWTP which aids in keeping costs low and provides staff with greater efficiencies in operating the new plant (saving time and financial resources).
- City of Sweet Home City Council – The Sweet Home City Council is responsible for the fiscal stability of the city's operations which includes the sewer funds and associated rates. Grants reduce necessary loans which in turn, limits the necessary utility fee increases in the future.

ISSUES & FINANCIAL IMPACTS:

Acceptance of the \$2.0 million grant from the state reduces the necessary loan to cover the rehabilitated plant from \$28.2 million to \$26.2 million. In addition to the included grant, the City has also secured an additional grant from the state totaling \$7.0 million and has dedicated \$7.0 million internally from user rates to cover the costs of construction and reduce loan dependency. Overall, with this grant and the other resources anticipated, the City expects to borrow \$12.2 million which reduces loan payments (if 100% loan financed) an estimated \$1.2 million or more annually (approximately \$25/month for the average residential sewer customer).

ELEMENTS OF A STABLE SOLUTION:

Approve and secure any grant and outside resource funding available to protect the community and improve the WWTP.

OPTIONS:

1. Do Nothing. The City would not be able to draw from the \$2.0 million in available grant funds requiring in-house financing or short-term loans to cover costs.
2. Move to authorize the Mayor and City Manager to sign an intergovernmental agreement with the Oregon Business Development Department. The City would begin drawing from the allowed funds almost immediately to cover final design costs.
3. Reject the intergovernmental agreement presented and negotiate new terms. Council could direct staff to reject the current proposal and negotiate new terms with the OBDD Office.

RECOMMENDATION:

Staff recommends option 2, move to authorize the Mayor and City Manager to sign an intergovernmental agreement with the Oregon Business Development Department. The best thing for all stakeholders and the general community would be for the Council to accept the terms listed and begin drawing from the authorized funding. Doing so keeps City funds in City accounts which increases interest revenue over time.

INTERGOVERNMENTAL GRANT AGREEMENT

Project Name: Wastewater Treatment Plant Upgrades

Project Number: C2019172

This intergovernmental grant agreement (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department (“OBDD”), and the City of Sweet Home (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

Pursuant to Oregon Laws 2017, Chapter 748, Section 26(2), (SB 5530) (the “Act”), OBDD is authorized to make an award from the OBDD Economic Development Distributions Fund (“Fund”) established in Section 28 of the Act to assist in financing the costs of completing the Project.

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$2,000,000.

Grant Amount: \$2,000,000.

Project Close-Out Deadline: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

Project Completion Deadline: No later than 11 April 2022.

SECTION 2 - FINANCIAL ASSISTANCE

- A. Grant Amount. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.
- B. Conditions to Closing. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient; and
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).

- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminate on the Project Close-out Deadline.
- C. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
 - (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 4 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.
- D. Unexpended Grant Moneys. Any Grant moneys disbursed to Recipient, and any interest earned by Recipient on the Grant moneys, that are not used as set out herein or that remain after the Project is completed or this Agreement is terminated shall be immediately returned to OBDD.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality, and validly organized and existing under the laws of the State of Oregon.

- (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body that was adopted in accordance with applicable law.
 - (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit B and Exhibit C, is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.
- H. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

SECTION 6 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the road, water, and waste water systems of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) Oregon Tax Laws, (as defined in Section 5.G).
- (2) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C.
- (3) State labor standards and wage rates found in ORS Chapter 279C.
- (4) ORS 280.518 requiring public display of information on Lottery funding of the project. Recipient shall include the following statement, prominently placed, on all plans, reports, bid documents and advertisements relating to the Project:

“This Project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department.”

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations and all contracts.
- (2) Permit OBDD to conduct inspection of the Project at any time.
- (3) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (4) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (5) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient’s certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project’s completion.
- (6) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Ownership of Project. The Project will be owned by Recipient for not less than ten years following the Project Close-Out Deadline. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.

E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements for not less than ten years following the Project Close-Out Deadline. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

- F. Insurance, Damage. For a period of not less than ten years following the Project Close-Out Deadline, the Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity.
- G. Sales, Leases and Encumbrances. For a period of not less than ten years following Project Close-Out Deadline, except as specifically described in Exhibit B (Project Description), Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds.
- H. Books and Records. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- I. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- J. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- K. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- L. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses..." OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by

the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

- M. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- N. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- O. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorney's fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this Section are not to be construed as a waiver by Recipient of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- P. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive payment of the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with the proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R.s §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

SECTION 7 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 7, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
- (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements of Financing Proceeds under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 8.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 9 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.

(5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development
 Oregon Business Development Department
 775 Summer Street NE Suite 200
 Salem OR 97301-1280

If to Recipient: City Manager
 City of Sweet Home
 1140 12th Avenue
 Sweet Home OR 97386-2111

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county).

Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



CITY OF SWEET HOME

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Greg Mahler
Mayor of Sweet Home

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Sam Zeigler per email dated 3 July 2019
Sam Zeigler, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable solely from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

The Recipient shall complete, with the assistance of a professional engineering firm licensed in the State of Oregon, final design of the following for the Sweet Home Wastewater Treatment Plant:

- Retrofit new influent pumps into existing pump station.
- New mechanical building.
- New headworks and grit removal.
- New primary clarifier.
- Extend and rehabilitate existing aeration basin and improve aeration equipment.
- New blower building and Return Activated Sludge / Waste Activated Sludge pump building.
- Rehabilitate existing secondary clarifiers and add new secondary clarifier.
- Upgrade existing tertiary filters.
- Convert existing chlorine disinfection to ultraviolet disinfection.
- New electrical control building and Supervisory Control and Data Acquisition improvements.
- Convert existing nonfunctional aerobic digestion system to anaerobic digestion and install new primary digester and sludge thickening.
- New biosolids composting facility.
- Demolish existing dewatering building and build new dewatering.
- New administration building and convert existing administration building into storage and workshop.

EXHIBIT C - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Engineering	\$2,000,000	\$0
Engineering Contingency	0	0
Construction	0	0
Construction Contingency	0	0
Total	\$2,000,000	\$0



City of Sweet Home
1140 12th Avenue
Sweet Home OR 97386
541-367-8969
sweethomeor.gov

PRESS RELEASE

FOR IMMEDIATE RELEASE

HB 5030 Passes Oregon Senate

Providing Funding for Sweet Home Wastewater Treatment Facility

SWEET HOME, Oregon July 18, 2019 – On June 30, 2019 the Oregon Senate approved HB 5030 which awarded the City of Sweet Home \$7M in lottery bonds for rehabilitating the Sweet Home Wastewater Treatment Facility.

Recent efforts by City staff and engineers have reduced the estimated cost of the project from \$42M to \$28.2M. In 2017 the Sweet Home City Council proactively raised our sewer rates in anticipation of the project, which is allowing us to amass approximately \$7M in local funds for the project. Then in June of 2018, we were awarded \$2M in lottery bonds for the rehabilitating the Sweet Home Wastewater Treatment Facility. With this most recent award of \$7M in lottery bonds, this will lower the overall project cost to the community. At the start of construction, we will have \$16M in the bank of the \$28.2M project, lowering subsequent debt obligations for future generations.

The City of Sweet Home treats the sewage from our homes and businesses at our Wastewater Treatment Plant (WWTP), then releases the treated water into the South Santiam River which eventually flows into the Willamette River. As the first city along this river upgrading our WWTP to comply with the State regulations which protect the health of our rivers is paramount. The original WWTP was built in the 1940's, with upgrades in the 1970's and 1990's with much of the original facility is still in use today. Currently our WWTP is not equipped with headworks which filters out flushed debris making the water released into the South Santiam River cleaner for cities further downstream. In our research we found that rehabilitating the current building is more cost efficient than demolishing and building a new complex.

The City is especially grateful to Senator Girod, committee co-chair, and Representative Sprenger for their hard work advocating in both chambers for our community.

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REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: June 23, 2019	TITLE: Water Utility Fee Review	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION
SUBMITTED BY: B. Neish, Finance Director	ATTACHMENTS: Resolution No. 14 for 2019	<input type="checkbox"/> MOTION
REVIEWED BY: R. Towry, City Manager	Water Rate Proposals Rates by Consumption Water Enterprise Budget	<input type="checkbox"/> OTHER <u>NO</u> Roll Call Vote
RELEVANT CODE/POLICY: SHMC 13.04.050 Resolution No. 7 for 2018	TOWARD COUNCIL GOAL: 1.2(a): Increase community awareness of infrastructure needs (Water)	

PURPOSE OF THIS RCA:

To review the proposed 2019-2020 budget for the Water Fund and determine appropriate rates charged to users for use of City water.

BACKGROUND/CONTEXT:

ORS 294.388(1) states that “each municipal corporation shall prepare estimates of expenditures and other requirements for the ensuing year or budget period. The estimates must be reconciled so that the total amount of expenditures and other requirements in each fund equals the total amount of resources in the fund for the same period.” Projected expenses for the 2019-2020 fiscal year in the Water Fund total \$2.5 million while projected resources with no change to current utility rates totals \$2.3 million. Pursuant to Oregon State Statutes, the City must choose to revise its current rate schedule to generate additional revenue or reduce proposed expenses to match current revenue projections. Staff has prepared three options for water rates to present to Council to best meet operational needs while balancing the impact of rates on City residents.

THE CHALLENGE/PROBLEM:

How do we approach utility rates in a way that addresses operational needs in alignment with Council goals while ensuring that users are not priced out of the system?

STAKEHOLDERS:

- City of Sweet Home residents and businesses – Residents and commercial businesses are the sole users of water and therefore pay for the distribution and usage. All water users expect that the City is using resources appropriately and accurately billing them for necessary expenditures that will deliver clean, consistent water when they need it.
- City of Sweet Home City Council – Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible for the best possible price. They must balance leadership with representation.
- Sweet Home Public Works staff – Public Works staff ensures utilities are maintained in a manner which benefits all in the city. Appropriate rates provide necessary resources used to maintain a level of service expected by utility users.
- Jacobs. Jacobs (CH2M) is our contract water plant operators. Their fees are calculated into our expenses and utilized to determine the budget and rates
- Sweet Home Community & Economic Development – Regular review of expenditures within utility funds and, subsequently, utility rates ensure that Sweet Home is comparable to other cities of similar size which can attract new rate payers to the

system. New citizens or businesses affect the community in a positive manner and affects livability within the city.

ISSUES & FINANCIAL IMPACTS:

1. Increasing utility rates – Citizens have many utility bills to pay including the city's utilities. Increases to utility rates can have a negative impact on citizens even though the city must operate with enough resources to back necessary expenditures. Under scenarios one and three, the average residential water consumer would see an increase of \$1.25 or \$2.03 respectively per month. The difference in the proposals is a difference in philosophy. It is up to the elected officials to determine what is best for the citizenry of Sweet Home.
2. Oregon Revised Statutes – As previously explained, the ORS requires that the City maintain a zero or positive fund balance at the end of a given fiscal year. This requires the City and the Council to act accordingly. The decision then becomes one of raising rates or reducing expenses. When managing a fund in which nearly 62% of its resources come from the user fees generated, options are limited in decision-making.
3. Division resources – When Public Works/Jacobs is left with diminishing resources, tough decisions must be made regarding service offerings to customers. Stability in these fees provides the Department and Divisions the ability to plan and attempt to mitigate other factors that contribute to the increasing expenses such as fixing leaking pipes and inspecting reservoirs.

ELEMENTS OF A STABLE SOLUTION:

Reviewing the rates annually and making revisions at the time rather than shelving rate adjustments for another year ensures overall stability of the Water Fund and ensures rate payers are not saddled with significant increases at one time.

OPTIONS:

1. Do Nothing. Rates would remain the same with a base rate (paid by all customers regardless of consumption and based on meter size) and a commodity rate applied per 100 cubic feet of water used over 300 cubic feet. This results in a projected budgeted deficit of \$206,062 which would require making expenditure reductions to comply with ORS 294.388(1). Reducing budgeted expenditures would impact services delivered to customers.
2. Adopt Resolution No. 14 for 2019. The City Council voted last year to change the structure of the water rate calculation based on what they determined to best fit the needs and desires of the community. This proposal would not change the methodology and would result in an increased utility bill to residential customers averaging \$1.25 per month, \$17.24 per month for commercial users and \$93.08 per month for industrial/bulk users.
3. Decrease the base rate and increase the commodity while increasing included consumption from 300 to 400 cubic feet using current methodology. The City Council may determine, after reviewing the attached documentation, that it is appropriate to revise the included consumption in the base rate for residential customers.
4. Revert to former calculation methodology. The City Council may determine, after reviewing the attached documentation, that it is appropriate to change the current methodology. This option would revert the rate calculation back to the 2017-2018 rate calculation method in which the residential commodity rate is higher than the commercial and bulk rates.
5. Recommend an alternate scenario based on revised methodology or total budget. The City Council could request to see additional scenarios that would impact the calculation of the water utility rate. Staff would run the additional scenario(s) and return at a future meeting to set the new rates.

RECOMMENDATION:

Staff recommends option 2, adopt Resolution No. 14 for 2019. This option adjusts the rates to maintain an adequate fund balance at the end of the 2019-2020 fiscal year.

Resolution No. 14 for 2019

A RESOLUTION SETTING RATES AND FEES FOR WATER SERVICES.

WHEREAS, the Sweet Home City Council has provided that Water User Rates should be established by resolution, in accordance with Ordinance No. 1174; and

WHEREAS, the Water User Rates were last adjusted June 2018 and need to be adjusted herein to ensure adequate funds are received to cover the annual cost of operation and maintenance, replacement, and other administrative costs of the Water Utility.

NOW, THEREFORE, BE IT RESOLVED BY THE SWEET HOME CITY COUNCIL that effective July 19, 2019, the water user fees shall be as follows:

Section 1 - The rates for water use to be charged for each billing period are as follows:

A minimum charge for each water service inside the city limits will be made according to the meter sizes as follows.

<u>Meter Size</u>	<u>Monthly Base Charge</u>
3/4 inch	19.99
1 inch	25.27
1-1/2 inch	32.31
2 inch	51.67
3 inch	194.23
4 inch	247.03
6 inch	370.23
8 inch	511.03

Residential Users (inside the City Limits): The monthly base charge is to include the first 300 cubic feet of water consumed for all residential customers only. A consumption charge of \$9.25 per 100 cubic feet for water used, over 300 cubic feet, shall be made in addition to the Monthly Base Charge for all meter sizes for all residential customers only.

Commercial Users (inside the City Limits): A consumption charge of \$9.22 per 100 cubic feet for all water used shall be made in addition to the Monthly Base Charge for all commercial customers per meter size.

Bulk Users (inside the City Limits): A consumption charge of \$9.14 per 100 cubic feet for all water used shall be made.

Water Users (outside the City Limits): Monthly charges will be computed at 1.5 times the inside city rate as stated above for residential, commercial and bulk users.

The Monthly Base Charge for a meter on a water line installed solely for the purpose of providing fire protection shall be the 3/4 inch rate charged for a residence. If the monthly reading of the meter indicates any usage, the Monthly Base Charge will be the normal charge for the meter size installed as shown above in addition to the charge for consumption.

For purposes of this resolution, the City Council shall annually review Water Rates before May of each year and set the new monthly rate for bills sent out each July.

Section 2 - Miscellaneous water service fees are established by resolution and contained in the city's Public Information, Records, Research and Miscellaneous Fees schedule.

Section 3 – Other associated fees, practices and charges for water and sewer installation and hookup are described in the city’s code of ordinances.

It has been determined that these rates and fees are classified as not being subject to Oregon Constitution, Article XI, Section 11b limitations.

This Resolution supersedes all prior resolutions on water rates including Resolution No. 11 for 2018.

PASSED by the City Council and approved by the Mayor this 23th day of July, 2019.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



Finance Department

MEMORANDUM

To: Sweet Home City Council

From: Brandon Neish, Finance Director
Greg Springman, Public Works Director

RE: Storm Water Utility Fee Increase

During the City Council meeting on May 28, 2019, Councilors were presented with a proposal to increase the storm water utility fee from \$1.00 per equivalent dwelling unit (EDU) per month to \$3.00 per month. City staff outlined that this increase was necessary due to the inability for the Storm Water Fund to maintain current operations at the current monthly rate which generates approximately \$61k per year. This revenue is less than the staffing expenses required to operate a storm water system which were budgeted at \$63k for the 2018-2019 fiscal year. Moving forward, staff would recommend that the City Council increase the storm water fee to complete necessary upgrades to the storm water system and comply with regulatory requirements from the Department of Environmental Quality (DEQ).

For the 2019-2020 fiscal year, staff has identified a project that is needed to rectify drainage issues around 38th and Long St. With the current revenue stream, there are not enough resources available to complete this project which is projected at \$65k. Other funds within the Storm Water system contain fund balances of approximately \$225,000 but they have no revenue stream that would replenish the funds should they be used for storm water projects. This leaves the storm water system in a dangerous position moving forward and continues the application of “band-aids” that address short-term needs.

Additionally, staff has proposed through the Capital Improvement Plan draft to complete a storm water master plan in the 2021 fiscal year. This master plan is a component of the Total Maximum Daily Load (TMDL) Implementation Plan that the Council reviewed and approved during their meeting on March 26, 2019. Without the master plan, the City would be out of compliance with DEQ regulations which require a TMDL plan update every four years and includes a master plan.

Finally, the increase to the storm water utility fee gradually increases the fee in anticipation of growth and future development. The City of Sweet Home is currently designated as a “small city” which comes with provides some relief from regulations affecting larger municipalities. The small city designation is given to cities with populations under 10,000. An analysis completed by the Portland State University Population Research Center (which is used to calculate state funding distributions) in November 2018 listed Sweet Home’s population at 9,225. Once the city passes 10,000, additional regulations related to storm water will be applied to Sweet Home and compliance is not optional.

The additional fee proposed by staff provides additional cash reserves for projects, repairs and new compliance requirements. The \$2.00 per month increase is still below the amount recommended by a study done when the fee was implemented. The recommendation at the time was \$4.00 per EDU per month. While the City explores revising the System Development Charge for Storm Water, the revenue generated from this fee will benefit the existing infrastructure versus new construction. Staff is happy to answer any questions or address concerns, if any. Please feel free to contact either of us to discuss

MEMORANDUM



TO: City Council
Ray Towry, City Manager
FROM: Greg Springman, Public Works Director
DATE: July 23, 2019
SUBJECT: Council Directive Update

On June 25, 2019, Council directed staff to explore and present back options for management of our water treatment facilities. In response to your request, staff is currently seeking quotes from another facility management firm, investigating options to bring operational functions in-house, and has requested Jacobs renegotiate their base bid of the contract. This memorandum will serve as a status update for Council's request to explore additional options to the current Jacobs' contract.

Staff met with Murraysmith Engineers on July 3, 2019, and on July 9, 2019. Staff has tasked Murraysmith to develop an Operational and Maintenance budget for operations of both treatment facilities if management were to be brought under City control. They will provide us with budget estimates for all aspects of operations, personnel, maintenance and operations.

In addition, staff met with Veolia (a Jacobs competitor) on July 2, 2019, who toured both treatment facilities on July 11, 2019. Veolia stated they can provide staff with a quote to operate both treatment facilities as a caparison/replacement to the Jacobs contract.

Staff met with Jacobs' Executive Management last Thursday, July 11, 2019, to discuss treatment plant conditions, Jacobs staffing, outstanding O&M, etc. Staff has requested that Jacobs respond in writing to the request to renegotiate the contract base amount.

Council requested staff to return back within 30 days with these options. Due to several moving parts out of our control, I am requesting our findings be placed on the Tuesday, August 13, 2019, agenda. I am requesting a little more time than the 30 days initially requested by Councilor Gerson, but I believe staff will be better prepared, providing Council with more accurate information to make an informed decision.



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA:	TITLE:	TYPE OF ACTION:
July 23, 2019	City Engineer of Record Service	— RESOLUTION
SUBMITTED BY:	Contract	✓ MOTION
T. Rice, Engineering Tech G.	ATTACHMENTS:	— OTHER
Springman, PWD	City Engineering Services	NO Roll Call Vote
REVIEWED BY:	Contract	
R. Towry, City Manager	TOWARD COUNCIL GOAL:	
R. Snyder, City Attorney	1.1 Develop specific steps for implementation of the adopted infrastructure master plans.	
RELEVANT CODE/POLICY:	1.2 Increase community awareness of infrastructure needs and appropriate planning documents.	
N/A	2.5: Continue to implement best financial practices	
	2.6: Employ sound technology to maximize efficiency	

PURPOSE OF THIS RCA:

Staff is requesting authorization to execute the attached contract for City Engineer of Record Service.

BACKGROUND/CONTEXT:

The City has struggled to meet demand in the Public Works Engineering division and the position of City Engineer is currently vacant with Joe Graybill serving as interim. By retaining a new City Engineer the City can increase its capacity for capital project design (thereby creating a project shelf of “shovel-ready” projects); resolve known water distribution system deficiencies; work on needed policy, code, and internal process reform; and gain expertise to work on upcoming special projects including system development charges and master plan updates.

City Council authorized staff to solicit proposals for a new City Engineer of Record on March 26, 2019. Advertisements were placed on the City website, the Daily Journal of Commerce, and the New Era. The RFP closed on April 26, 2019 and we received 5 proposals:

- Civil West Engineering Services, Inc, of Albany
- Keller Associates, of Salem
- Westech Engineering, Inc, of Salem
- The Dyer Partnership Engineers & Planners, Inc, of Lebanon
- Murraysmith, of Portland

The City used a qualifications based selection (QBS) process as mandated for engineering contracts anticipated to exceed \$100,000 by ORS 279C.110. Pursuant to the QBS process, selection of the most qualified candidate was made without regard to the price of the services. A four-member staff committee scored and ranked each proposal using the criteria given in the RFP and conducted interviews with each proposer. Murraysmith of Portland was ranked 1st of the five candidates by the committee.

In accordance with state law, only after selection of the most qualified candidate did the City enter into contract negotiations with said candidate for the price of the services. City staff met with Murraysmith as the highest-ranked proposer and have tentatively agreed to the attached

contract document. The proposed duration of a new contract is 1 year with the option to extend another 3 years, for a total of 4 years possible.

THE CHALLENGE/PROBLEM:

How do we work with stakeholders to maintain city operations at the voter's expected level of service within budget restraints and being fiscally responsible?

STAKEHOLDERS:

- City Residents. Residents are the customers who deserve good service with the highest return on their tax and fees investment we can provide, and who trust the City to maintain their infrastructure systems at a high level of service.
- Council Members. Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible at the lowest possible cost. They must balance leadership with representation.
- Public Works Department Staff. Capital projects reduce the quantity of ongoing repair work by replacing old, broken infrastructure that is beyond its serviceable lifespan. The lack of capacity to get capital projects designed and constructed leads to increased costs and staff time spent fixing leaks and fighting with system inefficiencies. Staff will also benefit from the expertise of a new City Engineer who can review and suggest improvements to our codes, construction standards, and policies, and who can assist with day to day operations upon request to alleviate demands on staff time.
- Management Team. Comprised of five department heads, each with a responsibility to the citizens and Mayor to run their day-to-day operations as efficiently as possible.
- Development Community. Revising the City's system development charges will increase development costs. Developers will have the opportunity to participate in the public process required by ORS for system development charge revisions.

ISSUES & FINANCIAL IMPACTS:

1. Public Works Budget –The City Engineer of Record is based on an hourly rate of \$210/hr for key staff. There is money budgeted to pay for professional services, ample to cover miscellaneous day-to-day tasks which may be assigned to the City Engineer. For comparison, from 2011-2017 the City paid the varying amounts between \$1,400-\$56,550 per year to the previous City Engineer.

Most of the cost of the proposed contract will be associated with special projects which are likely to be assigned within the possible 4-year contract term. Engineering costs of each special project will be determined with individual quotes per project and will be funded by the corresponding project budget. For example \$300,000 has been included in the 2019-2020 budget to resolve known deficiencies in the water distribution system which includes engineering design services, and \$100,000 has been budgeted for a Stormwater Master Plan Update.

Updating system development charges will result in increased revenues to fund capital projects for system capacity. Our current charges are out of date and extremely low compared to other cities. Revised charges will be based on up-to-date project lists and construction costs, which will more appropriately recover revenue for infrastructure improvement costs.

ELEMENTS OF A STABLE SOLUTION:

Ability to provide engineering services and expand capacity in the Public Works Department to increase service, efficiently execute capital improvement projects, and update policy and procedure.

OPTIONS:

1. Execute the contract with Murraysmith. Staff will execute the contract and begin prioritizing/assigning work orders to Murraysmith within the approved budget.
2. Suggest revisions to the contract. Staff will continue negotiations with Murraysmith to address Council's areas of concern and present a new draft to Council at a later date.
3. End negotiations with Murraysmith and open negotiations with The Dyer Partnership. Staff will end negotiations with Murraysmith and move into negotiations with The Dyer Partnership as the 2nd-ranked candidate. Ending negotiations with a candidate is final. If this option is selected, the City is not permitted to resume negotiations with Murraysmith.
4. Reject all proposals and re-issue the solicitation. This will delay the completion of needed infrastructure design work, code/policy/process reforms, and modernization of the City's master plans and system development charges.
5. Cancel the solicitation and instruct staff to further investigate other options. This will delay the completion of needed infrastructure design work, code/policy/process reforms, and modernization of the City's master plans and system development charges.

RECOMMENDATION:

Staff recommends Option 1, Execute the contract with Murraysmith. Staff will execute the contract and begin prioritizing/assigning work orders to Murraysmith within the approved budget.

CITY OF SWEET HOME CITY ENGINEERING SERVICES CONTRACT

This Contract is by and between the City of Sweet Home ("City") and _____ ("Engineer") for the performance of general city engineering services for City, on an as needed basis.

A. RECITALS

City has conducted a formal solicitation for proposals from engineering firms pursuant to City Public Contracting Rules Division 48.

Engineer submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified engineer, best suited to meet City's needs pursuant to the RFP criteria.

City has awarded the contract to Engineer.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – Request for Proposal
- Exhibit D – Engineer's Proposal
- Exhibit E – Engineer's Schedule of Rates and Charges

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to _____, 20____, for an initial one (1) year term. Thereafter, it may be extended for an additional three (3) years upon written consent of both parties. Such extension(s) will consider adjustments to Engineer's schedule of charges attached within Exhibit E to this Agreement.

2. Scope of Work

Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

3. Compensation

3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit E.

3.2 Invoices. Invoices for services of Engineer shall be billed to the City in summary form, itemized by projects and/or work tasks, on or about the _____ day of each month for all services performed through the last day of the previous month. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. Contractor Is an Independent Contractor

Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work. Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under the Contract and will not have any amounts withheld by City to cover Engineer's tax obligations. Engineer is not eligible for any City fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: _____
City of Sweet Home
1400 24th Ave
Sweet Home, OR 97386
Phone: (541) 367-6359
Fax: (541) 367-7592

Engineer: _____

Phone: (_____) _____
Fax: (_____) _____

6. Indemnification

Engineer shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Engineer's negligent performance and/or fault of Engineer, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Engineer, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Engineer shall defend City from claims covered under this section at Engineer's sole cost and expense until such time (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence or (2) until City and Engineer mutually agree to allocate the liability.

7. Insurance Requirements

7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards, if applicable):

\$1,000,000 – each occurrence (bodily injury)

\$2,000,000 – general aggregate

\$1,000,000 – property damage, contractual, etc.

\$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- a. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- b. Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of five (5) years after final completion.
- c. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

7.3 Policies shall provide that City, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.

7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.

7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.

7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.

7.7 Engineer shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Engineer shall furnish City with executed copies of such policies of insurance. Engineer shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

7.8 All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement with the certificate of insurance specifying the City of Sweet Home, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent and attached to Certificate of Insurance.

8. Workers' Compensation

8.1 Engineer, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this paragraph.

9. Hours of Employment

Engineer shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Engineer may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may be withheld in City's sole discretion. Engineer may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

All work performed by Engineer and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any materials furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

13. Termination for Convenience

13.1 This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Engineer. Upon termination under this paragraph, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Engineer. Pursuant to this paragraph, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Engineer can show good cause beyond its control for the delay.

13.2 City may unilaterally order Engineer to suspend all or part of the services under this Contract. If City suspends certain services under this Contract and later orders Engineer to resume those services, Engineer will be entitled to reimbursements for the costs actually and reasonably incurred, if any, in re-starting the suspended services.

14. Termination for Cause

City may terminate this Contract effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:

14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

14.3 If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

Either City or Engineer may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written

notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

16.1 If terminated under paragraph 15 by City due to a breach by Engineer, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.

16.2 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.

16.3 If City breaches this Contract, Engineer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Engineer is entitled.

16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Engineer that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Polk County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ENGINEER BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the

foregoing, Engineer expressly agrees to comply with: (i) ORS 659.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Engineer, its sub-consultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, the Engineer agrees that:

Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.

Engineer has the capabilities and resources necessary to perform the obligations of this Contract.

Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

21. Drawings, Specifications and Other Documents

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

22. Errors and Omissions

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its sub-consultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

23. Contract Performance

Engineer shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer that has not been cured. Engineer agrees that time is of the essence under this Contract.

24. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City, and its duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

Engineer represents and warrants to City that (1) Engineer has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms, (3) Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. City Obligations

26.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, City shall furnish to Engineer, within fifteen (15) days after receipt of a written request, information necessary and relevant for Engineer to evaluate, give notice of, or enforce lien.

26.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.

26.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, reasonably required by the scope of a project, and agreed to by City.

26.4 City shall furnish all testing as required by law or the contract documents.

26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Engineer has performed requisite project management and oversight duties.

26.6 City shall provide prompt written notice to Engineer if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Engineer's design or performance under the contract.

26.7 City shall pay Engineer in accordance with paragraph 3 and Exhibit C of this Contract, upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.

26.8 City shall report the total amount of all payments to Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

26.9 City shall guarantee access to, and make all provisions for Engineer to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.

26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Engineer to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Agreement price or Agreement time.

27. Arbitration

All claims, disputes, and other matters in question between the City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Polk County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

A claim by Engineer arising out of, or relating to this Contract must be made in writing and delivered to the City Manager not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Manager within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Manager will be considered by the City Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Engineer may file a written request for arbitration with the City Manager. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and Engineer.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Engineer to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

28. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Engineer agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

29. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

30. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

31. Foreign Contractor

If Engineer is not domiciled in or registered to do business in the state of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

32. Confidentiality

Engineer shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's sub-consultants to maintain the confidentiality of information of City.

33. Force Majeure

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

34. Waivers

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. City's consent to or approval of any act by Engineer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

35. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

36. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

37. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any

modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

38. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

39. Certificate of Compliance with Oregon Tax Laws

By executing this Contract, Engineer certifies under penalty of perjury that Engineer is, to the best of Engineer's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

CITY OF SWEET HOME

ENGINEER

By: _____

By: _____

Name: Ray Towry

Authorized Signature

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF ENGINEER

- A. Services shall be provided pursuant to City work task requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Engineer shall furnish will generally consist of, but not be limited to, the following itemized services:
1. Engineering services for municipal systems including studies, master plans, designs and construction administration.
 2. Consultation with the City Manager and staff members on specific problems related to the City's facilities.
 3. Attend meetings, when requested by the City Manager, or when necessitated by project work underway.
 4. Project reviews, construction observation, and field surveying services.
 5. Miscellaneous technical services requested by the City Manager.
 6. Preparation of Federal and State Funding applications, as authorized by the City Manager.
 7. Plan review.
 8. Feasibility studies and facilities plans.
 9. Apprise City of applicable changes in state or federal law regarding engineering or design services where such changes in state and federal law directly affect the Engineer's work or the City's projects, and public works.
- B. Basic engineering services. When authorized by the City, Engineer will provide engineering services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:
1. Preparation of plans and specifications ready for a call for bids.
 2. Tabulation of bids at bid opening, report same to the City, and assist in awarding Contracts for Construction.
 3. General observation of the work by observation trips to the job site on a periodic basis, as agreed with the City.
 4. Preparation and submittal of proposed contract change orders.
 5. Preparation of monthly progress payments to the Contractor.
 6. Final review of the project by the Engineer.
 7. Final acceptance of the project by the Engineer and recommendations accordingly to the City.
 8. Submission to the City of final quantities and costs.
 9. Furnish a set of "record" reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.
- C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required upon City's written request. Included in these services, but not limited to, are:
1. Resident observation – Provide the services of an observer, acceptable to the City, as requested when contracts have been let by the City for construction. The Observer shall keep a daily diary of work progress. The Observer shall check and approve all construction work, prepare record drawings of the construction work, and prepare the monthly progress payments to the Contractor. As used in this document, the term "record

drawings” means a set of documents consisting of record specifications and record drawings showing the reported location of the work.

Record drawings are based on information provided by persons other than the Engineer, and the Engineer does not warrant their accuracy.

2. Redesigns – As ordered by the City after final plans have been completed.
3. Appearances before courts or boards on matters of litigation related to a project.
4. Preparation of operation and maintenance manuals and cost of duplication.
5. Printing of plans and specifications.
6. Preparation of planning studies or reports, including costs of duplication.
7. Coordinating and obtaining permits and arranging agency reviews. Fees for permits or agency review are excluded from Engineer’s services, and will be paid by others.
8. Miscellaneous other technical services as may be assigned and for which Engineer has qualifications and/or expertise.
9. Consultant Services – (Various technical services for which City requires Engineer to manage, monitor or direct):
 - a. Field engineering – Survey crew to stakeout construction work, provide preliminary design surveys and design land surveys. Survey crew shall furnish all necessary equipment, instruments, transportation, stakes and subsistence required for field engineering.
 - b. Soils investigations – including test borings, related analysis and recommendations by the Engineer.
 - c. Laboratory tests, well tests, borings, specialized geological, or other studies recommended by the Engineer.
 - d. Other consultant services requested by City, such as mechanical, electrical, architectural, wetland, permitting and cost estimation services.

Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract.
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- (5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) Consultant shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*).
- (8) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.
- (12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS

305.385.

(13) Consultant certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

Exhibit C

Request for Proposal



CITY OF SWEET HOME, OREGON

**REQUEST FOR PROPOSALS
CITY ENGINEER OF RECORD SERVICE**

Closes 3:00 pm, April 26, 2019

REQUEST FOR PROPOSALS

CITY ENGINEER OF RECORD SERVICE

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Sweet Home (City) is soliciting proposals for an Engineer of Record (City Engineer) to provide engineering services as an independent contractor to the City. Services typically conducted by the City Engineer include, but are not necessarily limited to the items listed in Article I.D of this RFP. Services may include supervising work produced by City which is subject to ORS 672. Work shall be provided to City on an as-needed basis, as authorized by the City Manager or the City Manager's designee.

Proposers shall be licensed to practice engineering in the State of Oregon and be members in good standing with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS). The City will consider proposals from engineering firms as well as individual engineers.

B. BACKGROUND

The City of Sweet Home is an Oregon municipal corporation with city limits covering approximately 6 square miles. The population of the City is approximately 9,225. The City is located in Linn County, 25 miles east of I-5, and is the third largest city in the county. The City Council consists of the Mayor and six council members elected from the city at large. The Council acts as the local contract review board for the City. The City operates under a City Manager form of government.

The City has an annual expenditure budget of over \$14.3 million with revenue from a variety of sources. The funding is derived primarily from property tax support, fees, grants and contracts.

The previous contract City Engineer has retired. The Council has authorized staff to conduct recruitments for a new City Engineer.

The City's day to day Planning and Public Works Engineering services are generally performed by City staff, with Oregon Cascades West Council of Governments contracted to provide additional Planning services. Due to demands on staff time or other factors City may require the City Engineer to perform general engineering services to assist with day to day issues at the City's discretion or to perform specific task-based engineering projects on the City's behalf.

Through the Public Works Department, the City owns and operates various utility systems and infrastructure that serve the residents including the water system, the wastewater system, the storm drainage system, and the local street system. The Public Works Department also provides operation and maintenance for City Parks and general City-owned building maintenance.

The City owns and operates a number of public facilities including the following:

- A. Water treatment plant (Trident HS package filter, 6 mgd)

- B. Water storage reservoir (5), booster pump station (2), and distribution system (54 miles of pipe)
- C. Wastewater collection system (49 miles of gravity pipe).
- D. Wastewater treatment plant (activated sludge).
- E. Storm water conveyance system discharging to Ames Creek, Wiley Creek, and the South Santiam River (42 miles of pipe and ditches).
- F. Transportation system (44 centerline miles).
- G. Parks system (8 owned, 9 managed, 336 acres).

C. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- | | |
|-----------------------------------|---------------------------------------|
| • RFP Advertised | March 27, 2019 |
| • <u>Proposal Due Date</u> | <u>3:00 pm, April 26, 2019</u> |
| • Selection Committee Evaluation | Week of April 29 – May 3, 2019 |
| • Interviews (if needed) | Week of May 6 – 10, 2019 |
| • Contract Approval | May 28, 2019 |
| • Commencement of Contract | May 29, 2019 |

D. SCOPE OF SERVICES

- Serve as the City Engineer of Record.
- Consult with State and federal agencies having jurisdictional authority over the project as warranted. Work with City staff to review or complete federal, state or county permits, applications, or agency notifications.
- Attend pre-application, construction, Planning Commission, City Council or other meetings as requested by the City.
- Review City Council meeting packet material and comment as needed and/or requested.
- Perform engineering work pertaining to public records, property acquisitions, condemnations, forfeiture activities, public improvements and improvement districts, public rights of ways, easements, code enforcement, and matters relating to special assessments and public utilities.
- Review contracts, intergovernmental agreements, and developer/construction agreements relative to public utilities (water, sewer, and storm sewer), transportation improvements and other general activities.
- Work with City staff, organizations and funding agencies to help develop competitive and complete grant applications or funding proposals.
- Identify needed code updates and long range needs. Perform updates as needed for Public Works-related ordinances, resolutions, construction specifications, and contracts (new or amendments) and ensure that same are prepared in compliance with the City Charter, ORS, and OAR.
- Assist with budgeting, planning, and rate studies. Review City rate structures and make recommendations.
- Serve as the City's representative as needed and/or requested during the review, plan approval, construction management, and project closeout phases of any development or

planning project prepared by other engineers and submitted to the City for approval. This includes land development projects such as subdivisions or site specific developments. Provide written recommendations and/or conditions of approval from an infrastructure perspective when requested. Assist with providing construction oversight and inspection services of public improvements installed as part of private development projects.

- Work with architects, engineers and contractors concerning technical interpretations and applications of the City's Public Works ordinances, construction standards and specifications, laws, engineering codes and any other policy matter compliance.
- Provide infrastructure impact analysis.
- Establish and/or update system development charges.
- Update utility master plans and feasibility studies.
- Review engineering construction plans/design drawings and design calculations prepared by other professionals for conformance with state, county, and City requirements and sound engineering practices.
- Provide engineering for City facilities. Troubleshoot issues with City facilities and make recommendations for improvements.
- Perform final construction observations and punch lists for completion of private developments and for City project sites, including review of as-built drawings, testing results, as-built certification, project closeout and initiation of the required construction warranty period.
- Provide various construction services for selected City public works construction and maintenance projects; e.g. project management, engineering design and construction specifications, pre-qualification, preparation of bid documents, solicitation, procurement, construction oversight/inspection, and as-builts.
- Subconsultants may be used, subject to written approval by the City, on design projects or where supplemental expertise is desired.
- Perform additional basic engineering and special services which cannot be fully described at this time, as requested by the City.
- It is further understood that in addition to the general and recurring activities listed above, ad hoc duties including verbal communications with the Mayor, City Council, City Manager, or authorized department heads and City employees in elements of prudent administration of the city's infrastructure systems.

The City Engineer reports directly to the Public Works Director. Much of the work occurs via telephone conferences and e-mail. Inquiries from the general public and/or press are outside the purview of the City Engineer. Any and all inquiries for the City Engineer's time shall be channeled through the Public Works Director or the City Manager, who must authorize such request prior to the City Engineer taking any action.

The City Engineer may be directed to undertake specific projects for the City that have a finite scope of work, are relatively large in scale, or for any other reason the City wishes to assign the work on a task-basis to the City Engineer. For such projects, the City Engineer shall provide a work order upon written request from the City. The work order shall include a detailed proposal and scope of work, schedule and cost proposal.

The City intends to undertake a number of projects over the next few years. These projects may include, but are not limited to:

- Water system projects.
- Review water distribution system; identify and design corrections to deficiencies.
- Street projects.
- I&I rehab projects.
- Establish and/or update system development charges.
- Update of system master plans.

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide five (5) hard copies and one (1) digital copy in .PDF format of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Sweet Home City Engineer of Record Proposal". Proposals shall be submitted by **3:00 p.m. on April 26, 2019** to:

Greg Springman
Public Works Director
1400 24th Ave
Sweet Home, OR 97386

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City of Sweet Home assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

B. INQUIRIES

Questions concerning this RFP should be submitted in writing to:

Greg Springman
Public Works Director
1400 24th Ave
Sweet Home, OR 97386
Email: gspringman@sweethomeor.gov

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

D. PROTESTS

Proposers are directed to the protest procedures contained in City Public Contracting Rule 137-048-0240.

E. PROPOSAL CONTENTS

Proposals shall include, at a minimum, the following items:

- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Qualifications:
 - Name and qualifications of the individual who will serve as the City Engineer.
 - The names of professional persons who will assist the City Engineer in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable in size to Sweet Home.
 - Specifically address proposer's familiarity with laws and regulations governing public water, wastewater, storm water, and transportation systems, including operations, construction and maintenance of the City's current systems.
- Description of proposer's expertise in the following areas:
 - Civil, Electrical, Mechanical and Transportation Engineering;
 - Water distribution systems;
 - Municipal ground/surface water rights acquisition and maintenance of;
 - Pump station and gravity wastewater collection systems;
 - Activated sludge wastewater treatment with land applied effluent disposal;
 - WPCF and NPDES permit regulations and compliance;
 - Municipal transportation systems involving state and federal highways;
 - Road maintenance techniques and applications;
 - Oregon land use law/planning and development related infrastructure issues;
 - Public improvement contracting and administration;
 - Contract law and intergovernmental agreements;
 - Public Utility billing operations and maintenance; and,
 - Public finance and infrastructure financing.
- Explanation of proposer's workload capacity and level of experience commensurate with the level of service required by the City.
- Explanation of proposer's facilities and availability of support staff.
- Proof of Insurance of: \$2 million per occurrence/\$2 million aggregate comprehensive general liability insurance; \$2 million per occurrence professional liability insurance for errors and omissions; and automobile liability insurance. Proof of coverage by Workers' Compensation Insurance or exemption.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided. (For all references, please include names, phone numbers, and description of work performed.)
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- Confirmation that the proposer is a civil engineer licensed to work in the State of Oregon.

- A discussion of proposer’s use of local resources and community involvement.
- An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the City. Conflict of interest is defined for purposes of this RFP and any resulting contract as proposer’s provision of professional engineering services to any private property owner or developer within the City’s jurisdictional boundaries.

F. PUBLIC RECORDS

All proposals submitted are the property of the City of Sweet Home, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after City’s notice of intent to award this contract is issued. Thereafter, except for information marked “Proprietary”, all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked “Proprietary” to the extent permitted under the Oregon Public Records law.

G. COSTS

Proposers responding to this RFP do so solely at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- A Civil Engineer licensed to work in the State of Oregon.
- Ability to provide the engineering work needed by the City to the standards required by the City, County and State.
- Has the financial resources for the performance of the desired engineer services, or the ability to obtain such resources.
- An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Engineering Service Contract.

B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	Maximum Points
1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	(25)
2) Qualifications and experience of the staff assigned by proposer to perform these services.	(15)
3) Past experience of proposer and project team members with relevant county, state, and federal regulatory and funding agencies.	(10)

4) Quality of proposed scope of work, including the proposed management techniques and practices for City service needs.	(10)
5) Familiarity with the City and City locale.	(10)
6) Distance from City.	(10)
7) Availability and capability to perform the engineering services described in this RFP on an ongoing basis, including flexibility to perform services on projects of projects of widely varying sizes.	(15)
8) References.	(5)
Maximum Total Points	100

C. SELECTION

The City is using a qualifications based selection (QBS) process as mandated for contracts anticipated to exceed \$100,000 by ORS 279C.110. As a result, selection of the most qualified candidate will be made without regard to the price of the services. Only after selection of the most qualified candidate will the City and selected candidate enter into contract negotiations for the price of the services.

The evaluation committee will consist of 4 members. Each member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, the evaluation committee shall provide the results of the scoring and ranking to the City Council, with an awardee recommendation.

If the Council does not cancel the RFP after receipt of the evaluation committee's scoring results and recommendation, the City will begin negotiating a contract with the highest ranking candidate. The City shall direct negotiations toward obtaining written agreement on the Engineer's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

It is the desire of the City to have a new engineering contract in place no later than May 29, 2019.

D. CONTRACT

The City desires to enter into a professional services agreement in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer will be expected to sign the attached written agreement, which will incorporate this RFP and awardee's proposal. Submittal of a proposal indicates a proposer's agreement with the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, in City's sole discretion.

The City anticipates payment for services on an hourly basis. However, the City will also consider alternative proposals. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City.

It is anticipated that the City of Sweet Home will enter into a one (1) year agreement, which thereafter may be extended upon written consent of both parties for additional three (3) year terms.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations. This solicitation is not an implied contract and may be modified or revoked without notice.

**The City of Sweet Home is an Equal Opportunity/Affirmative
Action Employer
Women, Minorities and Disabled Persons are encouraged to apply**

**THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE
MODIFIED OR REVOKED WITHOUT NOTICE.**

CITY OF SWEET HOME
RFP: CITY ENGINEER OF RECORD SERVICE
ADDENDUM #1

SECTION 1: PURPOSE

The purpose of this addendum is:

1.1 MODIFICATION OF RFP SECTION II.E [PROPOSAL CONTENTS]

To better align insurance requirements with available coverage in the market and to correct an inconsistency between the RFP and the RFP Contract Document pertaining to insurance requirements.

1.2 MODIFICATION OF RFP SECTION III.C [SELECTION]

To correct an error in the description of the City's selection process.

1.3 MODIFICATION OF RFP CONTRACT DOCUMENT ARTICLE 7 [INSURANCE REQUIREMENTS]

To better align insurance requirements with available coverage in the market and to incorporate 'additional insured' language.

SECTION 2: MODIFICATIONS

New language is indicated by **bold underlined** font, deleted language is indicated by ~~strikethrough~~ font.

2.1 RFP SECTION II.E [PROPOSAL CONTENTS] is modified as follows.

~~Proof~~ **Certificate** of Insurance of: ~~\$2~~ **\$1** million per occurrence/\$2 million aggregate comprehensive general liability insurance **and \$2 million umbrella liability coverage**; \$2 million per occurrence professional liability insurance for errors and omissions; and automobile liability insurance. ~~Proof~~ **Certificate** of coverage by Workers' Compensation Insurance or exemption.

2.2 RFP SECTION III.C [SELECTION] is modified as follows.

The evaluation committee will consist of 4 members. Each member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, ~~the evaluation committee shall provide the results of the scoring and ranking to the City Council, with an awardee recommendation.~~

~~If the Council does not cancel the RFP after receipt of the evaluation committee's scoring results and recommendation,~~ the City will begin negotiating a contract with the highest ranking candidate. The City shall direct negotiations toward obtaining written agreement on the Engineer's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP. **Upon completion of negotiations with the selected candidate, the evaluation committee shall provide the contract to City Council with a recommendation to execute the contract.**

2.3 RFP CONTRACT DOCUMENT ARTICLE 7 [INSURANCE REQUIREMENTS] is modified as follows.

7.1 During the term of this Contract, Contractor shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards, **if applicable**):

~~\$2~~ **\$1,000,000** – each occurrence (bodily injury)

\$2,000,000 – general aggregate

\$1,000,000 – property damage, contractual, etc.

~~\$4~~ **\$2,000,000** – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

[... 7.1b through 7.7 are unchanged...]

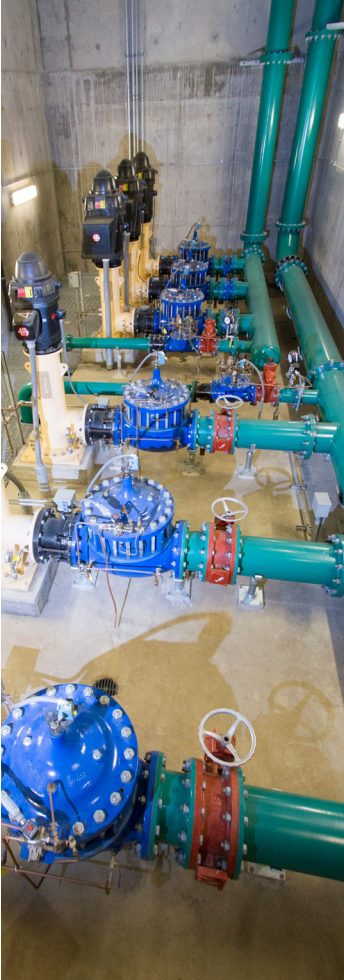
7.8 All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement with the certificate of insurance specifying the City of Sweet Home, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising

out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent and attached to Certificate of Insurance.

SECTION 3: PROTEST

Protests to this addendum must be submitted in the same manner required in RFP SECTION II.D and are due at 3:00 pm on Wednesday, April 17, 2019.

Exhibit D
Engineer's Proposal



PROPOSAL FOR

the City of Sweet Home

Engineer of Record

April 26, 2019



April 26, 2019
Greg Springman | Public Works Director
City of Sweet Home
14000 24th Avenue
Sweet Home, OR 97386

RE: CITY ENGINEER OF RECORD SERVICE

Dear Mr. Springman:

Thank you for your consideration and for the opportunity to present our qualifications to continue serving as your contract City Engineer. Murraysmith offers:

Support of a full-service team capable of tackling projects quickly and efficiently - With over 125 engineers and support staff in three offices near Sweet Home, including our new Salem office in May 2019, Murraysmith has nearby staff ready to assist the City. Our team offers support for private development reviews, utility master planning, water/wastewater/stormwater utility upgrades, and water/wastewater treatment facility design. We also offer the services of experts in landscape architecture, structural engineering, electrical engineering, and automation/SCADA system design.

Experienced project leadership focused on “right-sizing” efforts to maximize your budget - With over 50 combined years serving as a contract City Engineer for similar size Oregon communities, our proposed team of City Engineer, Preston Van Meter, and Assistant City Engineer, Kyle McTeague, bring the experience this assignment demands. With their deep understanding of how to “right-size” projects and teams to maximize the City’s budget for outside support services, Preston and Kyle will deliver projects efficiently and effectively for you and your team.

Wastewater Treatment Plan (WWTP) project collaboration benefits that will maximize efficiency of services - Many of our proposed team members will continue to collaborate with City staff on your WWTP improvements project. This will offer substantial opportunities to reduce travel time and frequency, and as a result, overall budget. We can attend site visits and meetings related to City engineering services while attending to the WWTP project.

Commitment to engaging City staff on projects and assignments - As demonstrated in our collaboration with the City on the planned offsite Class A Biosolids Composting Facility, our team is committed to engaging City staff on project assignments when necessary in an effort to reduce our engineering costs and provide opportunities for staff to gain experience beyond their normal duties.

We are fully committed to continuing our collaboration with City staff and look forward to sharing our ideas and energy. Please contact Preston Van Meter with any questions about our qualifications.

Sincerely,
MURRAYSMITH

Preston Van Meter, PE
Principal Engineer | City of Sweet Home Engineer

888 SW 5th Avenue, Suite 1170, Portland, OR 97204
P: 503.225.9010 | www.murraysmith.us

Authorized Representative: Preston Van Meter is authorized to represent Murraysmith in negotiating and signing any agreement which may result from the proposal.

Nondiscrimination Policy: Murraysmith has a policy of nondiscrimination in employment based on race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.

OR State Licensed Engineers: Preston Van Meter and Kyle McTeague are civil engineers licensed to work in the State of Oregon.

Preston Van Meter
PE - OR #51615

Kyle McTeague
PE - OR #17881

Conflicts of Interest: Murraysmith has no known conflicts of interest related to the City’s solicitation.

Proof of Insurance Proof of insurance and coverage of Workers’ Compensation Insurance of exemption is provided at the end of this proposal.

1. SPECIALIZED EXPERIENCE

This section aims to address Evaluation Criteria B.1: Specialized experience in the type of work to be performed, specifically including work in a city of similar size.



Murraysmith offers the City of Sweet Home broad engineering support, ranging from street rehabilitation and widening projects, to water and wastewater pipelines, pump stations, and treatment facility projects.

Firm Introduction

In 1980, Murraysmith was founded with the key mission of providing high-quality municipal engineering services to public agencies. Staying true to this mission, 99 percent of our current business is for public agency clients. With this focus, Murraysmith has earned a reputation of dependability, client loyalty, and a commitment to excellent service. We currently operate with a staff of 195 out of 12 offices in Oregon, Idaho, Colorado, California, and Washington, and have completed nearly 2,500 projects for over 220 public agency clients. We offer planning, design, construction management, and related services for wastewater, storm drainage, water, and transportation infrastructure projects.



Wastewater

- Wastewater pump stations
- Comprehensive wastewater facilities planning
- Collection system/basin analysis
- Gravity sewers and force mains
- Trenchless technologies and sewer rehabilitation
- Wastewater treatment facilities
- Water reclamation and reuse
- NPDES permitting and compliance
- Biosolids handling and beneficial use
- Odor and corrosion control



Water

- Water supply planning and development
- Water system planning
- Hydraulic modeling and analyses
- Pipeline routing studies and design
- Reservoirs, dams, pump stations, and wells
- Water treatment
- Metering and flow control systems
- River intakes/stream diversions
- Hydroelectric feasibility
- Aquifer storage and recovery
- Corrosion control/cathodic protection
- Water rights



Stormwater

- Water resource management planning
- Stormwater master planning
- Permitting and regulatory compliance
- Hydrologic and hydraulic modeling
- Detention, retention, and water quality treatment design
- Low Impact Development/ Green Stormwater Infrastructure
- Fish passage and conveyances
- Wetland mitigation
- Combined sewer separation
- CSO/Pollution control
- Operations, maintenance, and asset management
- Stormwater pump stations

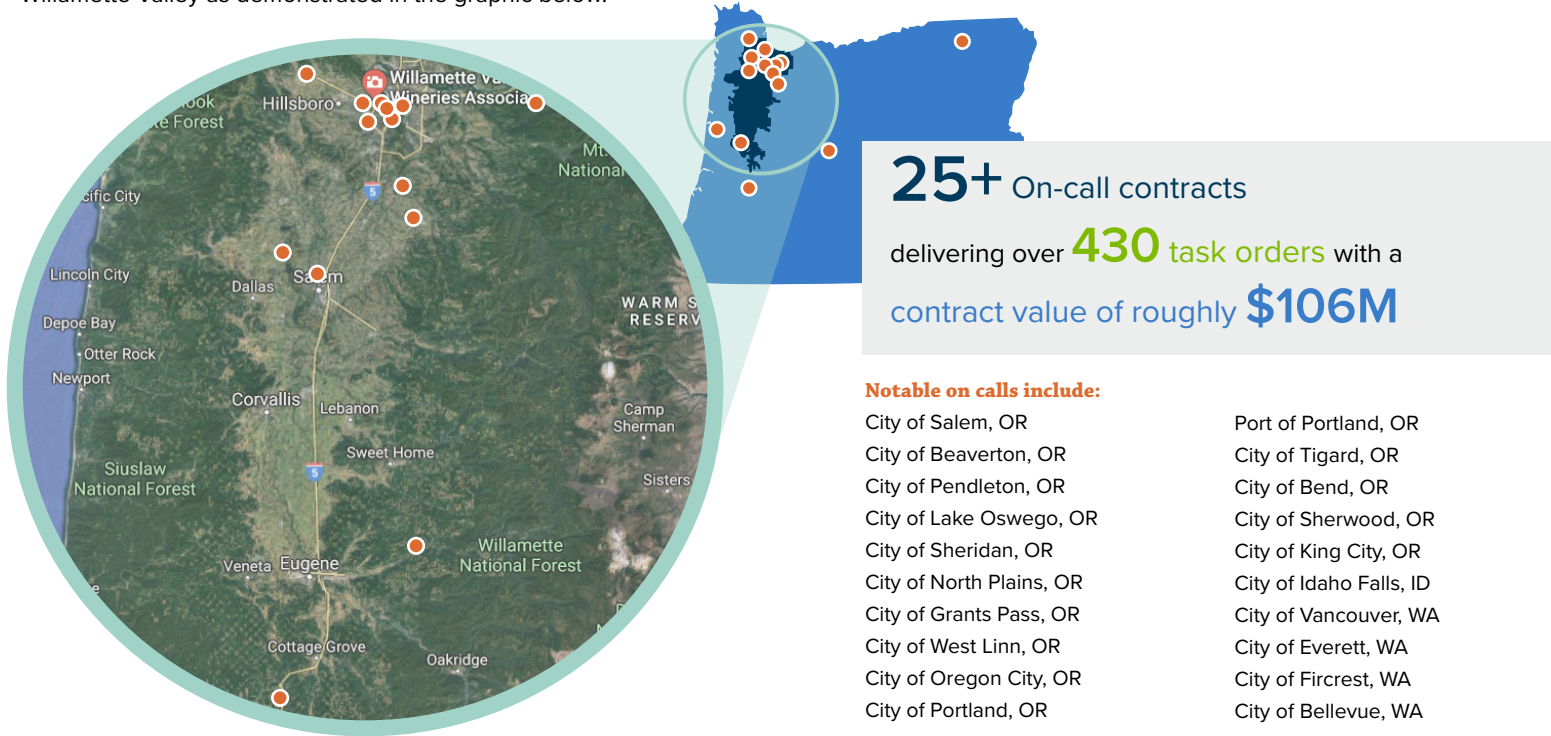


Transportation

- Roadway and geometric design
- Pavement rehabilitation
- Safety upgrades
- Bike and pedestrian enhancements
- Trail design
- ADA compliance
- Intersection design
- Utility coordination
- Integrated road and utility designs
- Construction inspection and management

Relevant Work in Cities of Similar Size and in the Willamette Valley

Murraysmith is a well-established firm with the capacity to deliver any size project for our public agency clients with a collaborative spirit and responsive service. We have successfully worked as an extension of City staff as Engineer of Record, have completed multiple contracts through on calls, and have delivered projects of varying complexity to cities similar to Sweet Home and throughout the Willamette Valley as demonstrated in the graphic below.



Local Resources & Community Involvement

Approach to Utilizing Local Resources

Murraysmith utilizes local resources on our projects to help keep community dollars local while keeping an eye on the overall project goals and objectives. We often leverage the expertise offered by our clients in assisting with project delivery; for example, by utilizing City staff to help with the design of a project or assisting with data collection. We work to engage client staff and local subconsultants on projects to the maximum extent possible. **Three examples of our approach on the WWTP 20% Schematic Design project are listed below:**

1. City Engineering Technician Trish Rice is leading schematic design of the City's planned offsite Class A Biosolids composting facility with support from Murraysmith staff. Trish spearheaded the evaluation and the design work, which will help her accrue additional experience for her Oregon Professional Engineer application. This was valuable experience for Trish's professional development while also helping to reduce project costs.
2. Udell Engineering and Land Surveying was brought in as a local subconsultant on the WWTP Schematic Design project, providing field surveying services including development of the topographic basemap. They are a great local member of the Murraysmith team and will continue to provide surveying support for Final Design and construction of the WWTP project; they are eager to start working on tasks related to this proposal.
3. Based on current discussions with the City, onsite construction inspection activities will be shared by the City and Murraysmith staff to help keep the City's costs down while maintaining the necessary level of Contractor oversight required for such a large project. This will help save the City as much as \$250,000 in engineering fees during the planned two years of WWTP construction.

Approach to Community Involvement

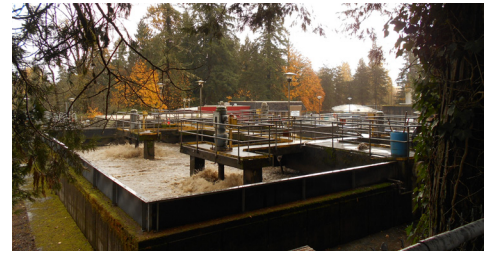
Murraysmith has several different approaches for community involvement activities. For larger projects requiring significant public outreach, education, and involvement we will often bring in subconsultants specializing in public communications. However, for many of our projects, we are able to provide high-quality graphics, fact sheets, and other information to assist our clients with public processes.

Our approach has been on display recently as the City has gone through a two-month public process for adoption of the WWTP 20% Schematic Design by City Council. As part of that process, Preston attended and delivered presentations at four City Council meetings leading up to adoption of the plan this week. We also created a project fact sheet with support from City staff that was placed on the City's project website and created two poster boards that were used during the public process.

Wastewater Treatment Plant Improvements, City of Sweet Home, OR

Murraysmith recently completed the schematic design phase of the City's WWTP Improvements project, and final design is beginning soon. One of our main project goals was rehabilitating and reusing existing assets owned by the City. This approach, coupled with a continued focus on the collection system I/I abatement efforts to keep peak WWTP flows at a treatable level, will help keep rates affordable for the community of Sweet Home. The WWTP upgrades include:

- Influent Pump Station Rehabilitation
- New Headworks and Grout Removal Facility
- Primary Clarifier
- Aeration Basin Rehabilitation and Expansion
- New Secondary Clarifier and RAS/WAS Building
- Conversion to UV Disinfection
- Primary Digester, Second Digester, and Solids Building
- New SCADA System with Plant Automation
- New Solids Dewatering Facility
- New Administration/Lab Building
- Offsite Class A Biosolids Composting (Designed by City Staff)



The Team, Collaboration, and Convenience: Under Preston's leadership, team members currently collaborating with City staff include Rob Lee, Austin Ramin, Jessica Cawley, Justin Ford, and Patrick Davis. Rob Lee's history with the City's past I/I rehabilitation project provides valuable insight to the successful program, which the City is continuing in-house. Austin provides a complete understanding of Oregon's Clean Water State Revolving Fund and USDA Rural Development's Water & Waste Disposal Loan & Grant Program. Jessica and Patrick know the WWTP inside-and-out, and are very efficient at working with staff to find solutions to operational challenges. Preston's experience with navigating the Oregon Department of Environmental Quality regulatory framework has guided the design.

City engineering staff member Trish Rice worked as a Murraysmith team member and spearheaded the offsite Class A Biosolids Composting Evaluation for integration into the Schematic Design package. Trish worked with Murraysmith to develop the evaluation and prepare the technical memorandum, costs, and drawings.

Murraysmith's wastewater project team will work closely with the City for the next four years through final design and construction. City staff will serve as an extension of Murraysmith's team for the construction management activities and will be our eyes and ears on-site. A construction project of this magnitude will be a great way to facilitate professional growth of City staff while reducing project costs.



Similar and Relevant Project Experience

Murraysmith has extensive experience performing tasks under on-call contracts, as Engineer of Record, and as City Engineer for municipalities similar to the City of Sweet Home. Many of our existing clients are of similar size to the City and have comparable goals in regards to their infrastructure. The projects below highlight our team's experience that is most relevant.

CITY ENGINEER, CITY OF NORTH PLAINS, OR

Since 2004 Murraysmith has served as City Engineer for the City of North Plains, Oregon. We have provided design services for the City's water system (distribution and new supply), street, and storm drainage improvements. Work also includes water master planning and updates to system development charges. We also assist with development plan reviews and are currently helping evaluate development proposals for over new 400 residential units. This work often includes waterline sizing to provide adequate fire protection.



Relevance to Sweet Home ● Aging infrastructure ● Stormwater treatment ● Coordination with public/developers

ENGINEER OF RECORD, CITY OF KING CITY, OR

Murraysmith has served as City Engineer for the City of King City since 1992. Work has included roadway improvement designs, bus/transit stop improvements, development street and sidewalk construction inspections, storm drainage master planning, storm drainage improvements design, and sidewalk and ADA ramp designs.



Relevance to Sweet Home

● Aging infrastructure ● Budget/priorities ● Coordination with public/developers

CITY ENGINEER, CITY OF SHERIDAN, OR

Murraysmith has served as the City Engineer since 2000 under an ongoing continuing services contract, completing over 25 projects under various task orders. As part of this work, we've completed comprehensive water, wastewater, and stormwater master plans and have assisted the City with design and construction management services for a variety of water supply, water pipeline, water and wastewater treatment, sanitary sewer and wastewater pumping projects.



Relevance to Sweet Home ● Aging infrastructure ● Needed capacity increase ● Water/transportation/wastewater/stormwater needs

ENGINEER OF RECORD, CITY OF MADRAS, OR

Last spring, Murraysmith started serving as the Engineer of Record for the City of Madras. Several task orders have been issued for work related to their wastewater collection system, pump stations, and two wastewater treatment plants. Other tasks included work on their Wastewater Ordinance, design of a booster pump station, and a study for flood mitigation along Willow Creek at the J Street Bridge.



Relevance to Sweet Home

● Similar sized community ● CWSRF Funding ● Reduced O&M

General On-Calls & Development Review Experience

Water Experience

Murraysmith is a recognized regional leader in the water field and is experienced in all aspects of public water supply storage and delivery. No other firm in the Pacific Northwest has designed as many reservoirs as we have. We are experts in public facilities planning and have completed over 150 water system master plans for numerous local public agency clients and regional interagency consortiums throughout the Pacific Northwest.

VINE WATER TREATMENT PLANT IMPROVEMENTS, CITY OF ALBANY, OR

Murraysmith teamed with Pacific Excavation on a Progressive Design Build project for the City's concrete filter basins at their 100-year-old Vine Street WTP. The project involved assessing the existing concrete structures to find the source of a leak between basins and evaluate the condition of the concrete. The team conducted investigations and designed a repair to stop the leak and repair the surface of the existing concrete to extend the service life of the facility.

Relevance to Sweet Home ● Aging infrastructure ● Budget considerations ● Interfacing new and existing work



WOODLAND RESERVOIR (ELEVATED), CITY OF CORVALLIS, OR

Murraysmith conducted an alternatives assessment and operational analysis to determine if the existing tank should be upgraded, replaced, or abandoned. The analysis resulted in the tank being rehabilitated. The team conducted condition and structural assessments of the facility to determine the required repairs and seismic upgrades. The upgrades included structural upgrades to the footings and the tank support columns and bracing. Improvements also included coating removal and replacement and upgrades to piping and appurtenances, including the venting, ladders, hatches and fall prevention system. Designs included accommodating extensive cell equipment mounted to the tank.

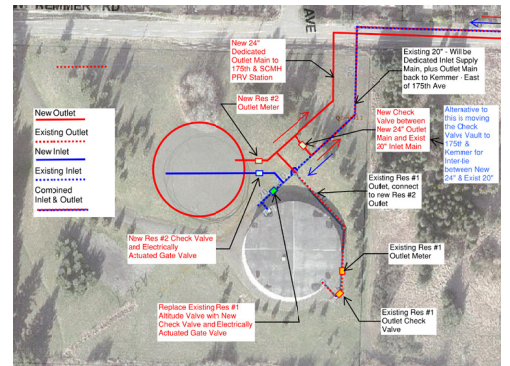
Relevance to Sweet Home ● Aging infrastructure ● Budget concerns ● Efficient use of existing facilities



5.0 MG COOPER MOUNTAIN RESERVOIR NO. 2, CITY OF BEAVERTON, OR

Murraysmith worked with the City of Beaverton on this pre-design of a new reservoir adjacent to an existing reservoir. The project required large-cut excavation, new transmission main piping, and yard piping interconnections, stormwater, reservoir drain and overflow detention, and a conditional use permit application.

Relevance to Sweet Home ● Additional needed capacity ● Budget concerns ● Efficient use of existing facilities



AIRPORT RESERVOIR & BOOSTER PUMP STATION, CITY OF PENDLETON, OR

Murraysmith developed the City's Water Master Plan in 2015 and identified a need within the Airport Zone to serve projected industrial development. The required improvements include a ground-level welded steel reservoir with a capacity of 2.0 MG, a booster pump station, and 7,900 feet of transmission mains ranging from 18 to 24 inches. The booster pump station includes an emergency standby generator and chlorination booster system. The reservoir site was a challenge, as it sits on a hillside underlaid with bedrock.

Relevance to Sweet Home ● Encourage industrial development ● Budget concerns ● Needed capacity expansion

Development Review

Through our ongoing City Engineering assignments we have completed over 170 development reviews, including engineering staff reports and coordination with City planning and public works staff. Through this experience, we understand the important standards to which developers should be held.

RIVER'S EDGE, KING CITY, OR

The 80-lot River's Edge development included approximately 0.6 miles of new streets and 0.35 miles of pedestrian path and boardwalks through a 100 year flood plain. The development also included a number of lots requiring flood plain alteration through the FEMA Letter of Map Revision (LOMR-F) process. Additional challenges included retaining walls, water quality swale, and general grading activities on a site with significant wetlands and environmentally sensitive areas. Coordination was required with Washington County for access to SW Fischer Road, Oregon Department of Transportation (ODOT) for access to OR99W, Clean Water Services (CWS) for sanitary sewer and storm sewer, Oregon Department of State Lands (DSL) and the U.S. Army Corps of Engineers for impact to the Tualatin River.

Relevance to Sweet Home ● Floodplain issues ● Developer and permitting coordination ● Balancing development support and upholding standards



SUNSET RIDGE PHASE 2, NORTH PLAINS, OR

This 194-lot development included a high degree of construction observation and coordination with the developer for approximately 1.7 miles of new streets and sidewalks on both sides of the street. Our construction observations also covered approximately 8,500 feet of new 12- and 8-inch diameter water mains. The developer's contractor used heavy equipment on new curbs, sidewalks and driveway aprons, requiring significant coordination for repairs. Private alleyways were also inspected as the City will typically receive calls if there are problems.

Relevance to Sweet Home ● Developer repair of damage ● Reduce future City repairs ● Upholding City standards

KEMMER MEADOWS, NORTH PLAINS, OR

This development included a number of unique characteristics, including a natural stone wall, stairs to an adjacent development, significant site grading to avoid adjacent riparian areas, modular block retaining walls to facilitate site grading, and challenging soils. For road base stabilization, numerous proof rolls were completed to locate areas of required stabilization material. To raise portions of certain lots, excavation was allowed within the 100-year flood plain inside the development area, and this material was placed on the lower elevation lots. With the balanced cut/fill within the flood plain, applicant was able to apply for and secure a FEMA Letter Of Map Revision.

Relevance to Sweet Home ● Coordination with Regulators ● Minimize City risks ● Upholding City standards



Wastewater Experience

Murraysmith's wastewater expertise and experience is hard to beat. We have completed well over 2,000,000 linear feet of sewer rehab and new pipeline designs. Our wastewater treatment experience covers the full range of services, from planning through preliminary and final design to construction management. It is, however, important to note that for all of our experience, we understand the need to properly scale our work to best fit the City's needs.

SANITARY SEWER REHAB PROGRAM, SPRINGFIELD, OR

Murraysmith planned, designed, and provided construction management services for a \$9 million sanitary sewer system rehabilitation program involving a total of 45,000 feet of existing sewer main. Many of the rehabilitated mains were located in older sections of the City where there was substantial infiltration through the deteriorated sewers. Murraysmith developed a rehabilitation program to cost-effectively accomplish the various technical, financial and public interest goals of this project.



Relevance to Sweet Home ● I&I reduction needed ● Significant coordination with public ● Response to regulatory mandate



STORM & SANITARY CONDITION ASSESSMENT PROJECT, OSU

Murraysmith is analyzing the financial value of sanitary and storm systems at Oregon State University. We are assessing seismic risk based on known soil conditions, creating a GIS mapping database for approximately 90 miles of assets, and coordinating field investigations for mapping refinement and condition assessment. As a result, we are assigning rating scales for both consequence and the likelihood of failure to the sewer and storm system based on field investigations. We will develop a master plan report outlining current asset condition, life-cycle expectations, and 5-year capital improvement projects list.

Relevance to Sweet Home

- Deteriorating pipe
- Concern for costs
- Impacts to public

SANITARY & STORM SEWER REHAB PROGRAM, CITY OF ST. HELENS, OR

Murraysmith assisted the City of St. Helens with a \$10 million storm and sanitary sewer system rehabilitation program. The overall work program involved approximately 65,000 feet of pipe rehabilitation and construction in challenging geotechnical conditions and often within easements on private property. There were three phases of the project.



Relevance to Sweet Home ● Relatively low cost CIPP rehabilitation ● Significant I/I reduction ● Response to regulatory mandate



WWTP HYDRAULIC EVALUATION, CITY OF RAINIER, OR

After a large rain event, the plant experienced an overflow and the City needed to report it to DEQ. Public Works Director Sue Lawrence called Preston, and he and Austin visited the plant the following day. They identified problem areas, gathered record drawings, and created a hydraulic model of the facility. Murraysmith recommend additional disc filter media and an additional UV disinfection train were needed to keep up with increased flows. These projects were added to the City's CIP and are planned for the upcoming fiscal year.

Relevance to Sweet Home

- Regulatory concerns
- Community concern about rates
- Efficient solutions

Transportation & Stormwater Experience

Murraysmith has completed numerous transportation and stormwater system facilities, performing planning, modeling, design, permitting, and construction management services for an array of projects, including new facilities and reconstruction/rehabilitation.

KANE DR. AT KELLY CREEK CULVERT, CITY OF GRESHAM, OR

During a 100-year storm event, a culvert failure washed out a five-lane arterial road in Gresham. The City mobilized Murraysmith to work with the contractor to open the road as quickly as possible. The temporary culverts were completed in 20 days of construction, and several days ahead of schedule. The permanent 34-foot span natural bottom culvert was also completed under budget and ahead of schedule. Work included roadway reconstruction and installation of a stormwater quality treatment vault.

Relevance to Sweet Home ● Deteriorated culvert ● Occasional heavy storm events ● Community concern about road re-opening



VILLA ROAD IMPROVEMENT PROJECT, CITY OF NEWBERG, OR

Murraysmith completed designs to realign Villa Road and add new sidewalks and bicycle lanes between Haworth Ave. and Crestview Dr. The roadway alignment crosses under an active railroad trestle and through wetlands. A complex DSL/Corps permit was submitted including wetland mitigation, stormwater management utilizing LIDA facilities, and two new fish passage culverts. Impacts to the public were minimized through project phasing, construction and coordinating utility improvements early in design.

Relevance to Sweet Home ● Aging infrastructure ● Community concern about roadway safety ● Typical permitting requirements

D AVENUE, CITY OF LAKE OSWEGO, OR

The D Avenue Street and Surface Water Rehabilitation Project was a landmark venture by the City to address pavement rehabilitation and pedestrian accessibility under new stormwater management standards. The project demonstrated how new requirements can be met under the City's recently adopted Stormwater Management Manual (SWMM), where multi-modal uses, mature trees, and available space vary. Improvements to the system will also redirect runoff from a severely eroded outfall to Tryon Creek.

Relevance to Sweet Home ● Aging infrastructure ● Potentially updated standards ● Multimodal transportation



PAVEMENT MANAGEMENT PROGRAM, CITY OF TIGARD, OR

Murraysmith has provided annual pavement design, curb ramp replacement, and construction administration and inspection services to the City of Tigard since 2013. Separate paving and slurry/crack seal construction contracts were delivered each year. A cost-conscious curb ramp design process leveraging GIS information was paired with targeted field-verified dimensions and enhanced construction management to meet PROWAG requirements.

Relevance to Sweet Home

● Aging pavements ● Cost considerations ● Utility coordination

2 & 3. STAFF QUALIFICATIONS AND EXPERIENCE

This section aims to address Evaluation Criteria B.2: Qualifications and experience of the staff assigned by proposer to perform these services and B.3: Past experience of proposer and project team members with relevant county, state, and federal regulatory and funding agencies.



A collaborative team with significant experience acting as an extension of City staff to deliver affordable and practical solutions for communities throughout Oregon.

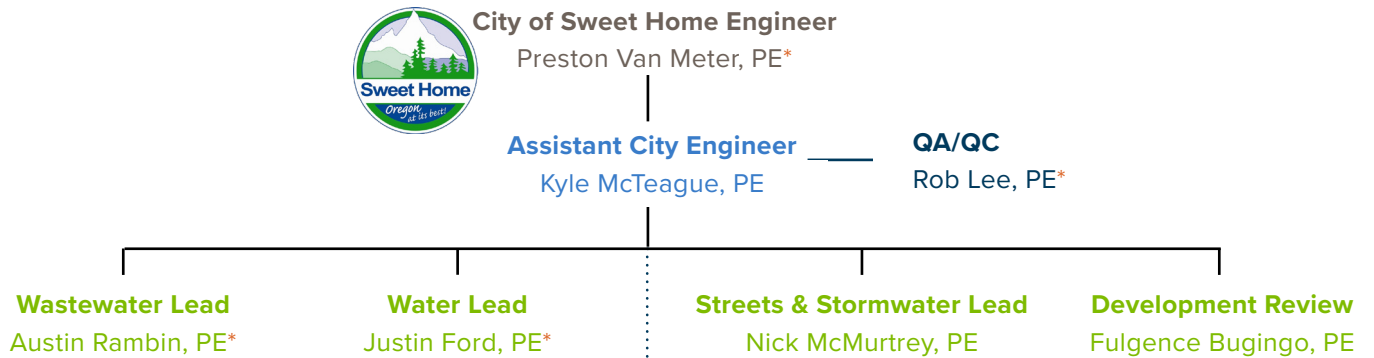
Meet the Team

The following section summarizes Murraysmith’s team for your City Engineer of Record Service. With over 250 years of combined wastewater, water, stormwater, and transportation engineering experience, our team has “seen it all” and knows how to deliver practical, innovative, and affordable solutions on behalf of your community’s ratepayers. Key team member qualifications are included in this section and resumes for all team members are included in the Appendix.

Murraysmith’s Team Benefits

- » Understanding of Sweet Home community drivers
- » Focus on innovative yet practical solutions
- » Ability to “right size” engineering and project scope to fit budgets

Organizational Chart



Additional Support Staff

Jessica Cawley*	Design/ CM
Patrick Davis*	Design/ CM
Mike McKillip, PhD, PE	Design/ CM
Mauricio Real, PE, PMP	Electrical
Brad Frayo	I&C Technologist
Todd Kotey, PE	Structural

Subconsultants

Subconsultants may be used, subject to written approval by the City, on design projects or where supplemental expertise is desired.

*SHWWTP Project Team Member

PRESTON VAN METER, PE | *City Engineer*



YEARS OF EXPERIENCE: 25

REGISTRATION:
Professional Engineer - OR
& WA

AVAILABILITY: 30%

EDUCATION IMS, Environmental and Water Resources Engineering, University of Michigan IBS, Civil Engineering, Oregon State University (OSU) IBS, Business Administration, OSU

PROFESSIONAL ACTIVITIES Water Environment Federation | Pacific Northwest Clean Water Association | Oregon Association of Clean Water Agencies | Design-Build Institute of America

UNIQUE QUALIFICATIONS

- Significant experience working with small Oregon communities
- Focus on responsive service and history delivering projects of all sizes on time and budget
- Committed to supporting the City of Sweet Home, building on our current work at the City's WWTP

Preston will serve as Project Manager for the City's Engineer-of-Record contract, building on his current collaboration with the City managing the WWTP Improvements Project. He is an experienced civil and environmental engineer who has managed many types of projects in his 25-year career, including as serving as contract City Engineer for several Oregon communities similar in size to the City of Sweet Home.

KEY PROJECTS

- **Current Engineer-of-Record**, City of Madras, OR
- **Contract City Engineer (past)**, City of Keizer, OR
- **Contract City Engineer (past)**, City of Sheridan, OR
- **Contract City Engineer (past)**, City of Donald, OR
- **Contract City Engineer (past)**, City of Hubbard, OR
- **On-Call Wastewater Engineering Contract Project Manager for past 15 years**, Clean Water Services, Washington County, OR
- **WWTP Improvements 20% Schematic Design**, Sweet Home, OR
- **MBR WWTP Improvements**, Dundee, OR
- **WWTP Progressive Design-Build**, City of The Dalles, OR
- **Cascadia WWTP at Tehaleh MBR WWTP, Newland Communities**, Pierce County, WA
- **WWTP Improvements**, City of Hubbard, OR
- **WWTP Design and Construction**, City of Dundee, OR
- **WWTRRF Improvements**, City of Pendleton, OR
- **WWTP Improvements**, City of Vernonia, OR

KYLE MCTEAGUE, PE | *Assistant City Engineer*



YEARS OF EXPERIENCE: 31

REGISTRATION:
Professional Engineer - OR,
WA & ID

AVAILABILITY: 30%

EDUCATION | BS, Civil Engineering, Portland State University (PSU)

PROFESSIONAL ACTIVITIES | American Society of Civil Engineers | American Water Works Association | American Public Works Association | Water Environment Federation | North American Society for Trenchless Technology

UNIQUE QUALIFICATIONS

- Expert in water, wastewater, stormwater, and transportation
- Background in serving small to medium sized cities
- Over 24 years serving as City Engineer for cities in Oregon

Over the course of his career, Kyle has managed a number of high-profile water, sanitary, and stormwater planning and design projects. In recent years, he has developed a high degree of expertise in sanitary sewer rehabilitation work, overseeing planning, design and construction administration of over 300,000 feet of pipeline rehabilitation. Kyle has also managed a large number of water system improvement projects throughout his career, including design and construction of numerous water pipeline, reservoir and pump station projects.

KEY PROJECTS

- **City Engineer**, City of King City, OR
- **City Engineer**, City of North Plains, OR
- **Jasper Road Trunk Sewer**, City of Springfield, OR
- **Timber Ridge to Murphy Pump Station 16-inch Diameter Waterline**, City of Bend, OR
- **Water Main Replacement Projects**, City of Oregon City, OR
- **Division Street Reconstruction**, City of Portland Bureau of Environmental Services, OR
- **SW King George Drive Street Improvements**, City of King City, OR
- **Royalty Parkway Street and Storm Drainage Improvements, Phases 2, 3 & 4**, City of King City, OR
- **Storm Drainage Master Plan**, City of King City, OR
- **Stormwater Master Plan**, City of St. Helens, OR



ROB LEE, PE | *QA/QC* | *Availability 20%*

Rob has 20 years of experience with municipal sewer projects and specializes in rehabilitation and I/I abatement. Rob was the project manager for the most recent design and construction phase of the Sweet Home I/I Abatement Program and led the post-rehabilitation modeling and flow projection effort. While on the East Coast, Rob served as assistant program manager on a 24-year \$250M consent degree program reducing SSOs predominately through I/I abatement. He will leverage his national expertise and familiarity with the City's system to cost-effectively reduce I/I and rehabilitate the deteriorated system.

KEY PROJECT EXPERIENCE: *I/I Abatement Program*, City of Sweet Home; *Large-scale Sewer Rehabilitation Program*, City of Portland Bureau of Environmental Services (BES), OR



AUSTIN RAMBIN, PE | *Wastewater Lead* | *Availability 30%*

During his 16 years of experience, Austin has excelled at supporting clients from the planning process through construction and start-up, as well as providing hands-on assistance with wastewater plant operations after construction. He is well-regarded with his ability to work collaboratively with all parties to ensure a project's success. Austin has quickly established himself as a high-quality addition to our team through his effective and efficient leadership and execution of tasks and projects for Preston on the Butterfield WTP PLC Upgrade Project for Pasco and WWTRRF Facility Plan for Pendleton.

KEY PROJECT EXPERIENCE: *WWTP Improvements*, City of Sweet Home, OR; *WWTP Improvements*, Parkdale, OR; *Durham Primary Sludge Heating*, CWS, OR; *WWTRRF Facility Plan and Disinfection Upgrades*, City of Pendleton, OR; *New WWTP*, City of Crawford, GA



JUSTIN FORD, PE | *Water Lead* | *Availability 25%*

Justin joined Murraysmith in 2011. He has served in a variety of planning, design, and construction administration roles on several water system projects involving water supply, distribution, and irrigation for a variety of clients. Justin's primary expertise is in steel reservoir evaluation, maintenance, paintings, and overall rehabilitation projects involving a multi-disciplinary approach. Justin is a key Murraysmith design and field engineer with experience in the design and field engineering of reservoirs, distribution and transmission water mains, and water and wastewater pumping stations.

KEY PROJECT EXPERIENCE: *0.5 MG Elevated Steel Tank Seismic Upgrade and Coating Project*, Palatine Hill Water District, OR; *Bolton Reservoir Replacement*, City of West Linn, OR; *Engineering Services Water System Master Plan Update & Waterline Improvements*, Raleigh Water District, OR; *Columbia Water Supply Project - Harris Road Irrigation Booster Pump Station and Piping*, City of Pasco, WA





NICK MCMURTREY, PE | *Streets & Stormwater Lead* | **Availability 20%**

Nick’s experience is multifaceted and originates from a myriad of projects, ranging from master planning to site development. His background includes wastewater collection systems, stormwater conveyances, water supply systems, highways, multi-modal trails, parks and nature centers, municipal, medical, justice, residential, and commercial construction. By wearing many hats Nick is capable of relating on various levels to members of the community, other engineers, system operations and maintenance personnel, and administrators.

KEY PROJECT EXPERIENCE: *Villa Road Improvements Design Haworth to Crestview*, City of Newberg, OR; *Stormwater Master Plan*, City of Sherwood, OR; *NW Jackson School Road, Meek Road and Scotch Church Road Roundabout*, Washington County, OR; *OR99 Milliron Road Improvements*, Oregon Department of Transportation



FULGENCE BUGINGO, PE | *Development Review* | **Availability 30%**

Fulgence is a Murraysmith engineer with practical field experience on municipal drinking water storage and supply systems, stormwater, and street projects. As Murraysmith’s lead SUE engineer, Fulgence brings valuable experience with utility conflict identification and analysis, utility relocation assessments and utility coordination and relocations. He has completed numerous and complex ODOT and Washington Department of Transportation (WSDOT) roadway and interchange projects in the Pacific Northwest.

KEY PROJECT EXPERIENCE: *Water Pipeline Project*, City of Veneta, OR; *Storm Drainage and Water Quality Design, Subsurface Utility Engineering (SUE): I-5 at Beltline Interchange*, ODOT, OR; *OR 18: Newberg-Dundee Bypass Phase I*, ODOT, OR; *Raw Water Pipeline*, Joint Water Commission, Hillsboro, OR



PATRICK DAVIS, EIT | *Design/CM* | **Availability 40%**

Patrick has worked on the design and implementation of water and wastewater projects in several locations around Oregon and Washington. He has experience designing utility realignments, wastewater pump stations, and various wastewater treatment unit operations. He enjoys working face-to-face with clients to provide the best outcome for all parties, and his amicable demeanor and steadfast attention to detail make him a valuable member of any team.

YEARS EXPERIENCE 12
EDUCATION
Instrumentation and Industrial Automation, Perry Technical Institute

KEY PROJECT EXPERIENCE: *WWTP Improvements*, Sweet Home, OR; *WWTRRF Facilities Plan Update*, City of Pendleton, OR; *Wastewater Facilities Improvements*, Parkdale Sanitary District, OR; *Dayton Avenue Pump*



JESSICA CAWLEY, EIT | *Design/CM* | **Availability 40%**

Jessica has experience with municipal and industrial wastewater projects and specializes in regulatory compliance, condition assessments, hydraulic design, and wastewater treatment. Leading the operation of a treatment plant pilot for over a year and a half, Jessica has developed the ability to address and successfully resolve problems that arise with her very practical approach.

KEY PROJECT EXPERIENCE: *WWTP Improvements*, City of Sweet Home, OR; *Wastewater System Facilities Plan*, City of Sandy, OR; *Condition Assessment*, City of Pendleton, OR; *Hydraulic Improvements*, City of Rainier, OR; *Hot Water Loop Design, Clean Water Services; Alternatives Analysis*, City of Boring, OR; *Temperature Study*, City of Pendleton, OR



MIKE MCKILLIP, PE | *Design/CM* | **Availability 25%**

Mike has served as project engineer, assistant project manager, and design lead for water system planning and design projects throughout Oregon. He has been involved in hydraulic modeling, planning, design, field engineering and construction administration for a variety of projects, including water reservoirs, water supply wells, and pump stations. Mike has also served a key hydraulic analysis role in many wastewater and stormwater projects.

KEY PROJECT EXPERIENCE: **Water Supply Improvements Project (Reservoir/Pipeline/Pump Station)**, City of Sherwood, OR; **Bolton Reservoir Replacement**, City of West Linn, OR; **Reservoir & Sanitary System Master Plan Update**, City of Sherwood, OR; **Storm Drainage Master Plan**, City of Sheridan, OR; **Water Master Plan**, Canby Utility Board, OR



MAURICIO REAL PE, PMP | *Electrical* | **Availability 30%**

Mauricio is a senior electrical engineer with vast experience on electrical installations in various industries including water and wastewater, pulp and paper, and oil and gas. He has successfully led and managed medium and large E&I projects from concept to implementation. He also holds professional certifications in leadership and project management.

KEY PROJECT EXPERIENCE: **Blower Failure Project**, City of Glenwood Springs, CO; **63rd Street Pump Station Replacement**, City of Vancouver, WA; **Canterbury Pump Station Evaluation**, City of Tigard, OR; **Drake Lift Station: Design and Drafting of Electrical Wiring Schematics**, City of Bend, OR; **Task Order 2: Pump Station Standby Generators**, City of Pendleton, OR



BRAD FRAYO | *I&C* | **Availability 35%**

Brad's experience includes instrumentation controls planning, design, construction, and commissioning on a wide array of wastewater and water facilities, including pump stations, treatment plants and CSO facilities.

KEY PROJECT EXPERIENCE: **Water SCADA Plan**, City of Pendleton, OR; **Wastewater SCADA Plan**, City of Pendleton, OR; **Phase 4 UAV**, City of Pendleton, OR; **28th St. PS**, City of Pendleton, OR; **WWTP Facility Plan**, City of Pendleton, OR; **WWTP SCADA Upgrade**, City of Pasco, WA; **Airport Reservoir**, City of Pendleton, OR



TODD KOTEY, PE | *Structural* | **Availability 20%**

Todd has more than 30 years of experience in the analysis, design, and construction management of engineering projects in the fields of transportation, water, and wastewater treatment, conveyance, and structural design. Todd is experienced in analysis and design of pipelines, pump stations, pressure reducing stations, sewer interceptors, and potable water pipelines.

KEY PROJECT EXPERIENCE: **Two MG Welded Steel Reservoir Design and Construction Management**, City of Roseville, CA; **Water and Sewer System Rehabilitation Projects**, Folsom, CA; **Schwan Pump Station Generator Building Project**, Santa Cruz, CA; **Madison Street Yount Street Pavement Rehabilitation and Sanitary Sewer Repair**, Yountville, CA; **Sewer and Water System Rehabilitation Projects**, City of Folsom, CA



4. QUALITY OF SCOPE & MANAGEMENT TECHNIQUES

This section aims to address Evaluation Criteria B.4: Quality of proposed scope of work, including the proposed management techniques and practices for City service needs.



Murraysmith’s full-service, experienced leadership team will bring to this assignment efficiency and opportunities for City staff, as well as cost-saving benefits associated with our WWTP collaborative project.

Approach

The City of Sweet Home is seeking an engineering firm to serve as City Engineer on a contract basis. The City Engineer will provide support on a range of tasks related to the City’s streets, water, wastewater and storm drainage systems. Tasks may range from supporting City staff on day-to-day operational questions to long-term planning for large capital improvement projects and updating the City’s rates and system development charges (SDCs).

Murraysmith has the optimal team to serve as the contract City Engineer for Sweet Home, with deep understanding of the challenges faced by smaller communities who often have budgetary limitations. Our focus on maximizing budgets, reusing and re-purposing assets, and developing practical solutions makes our team the perfect fit for the City.

Example: City of North Plains, Oregon Transportation/Stormwater/Water Engineering

Murraysmith has served as City Engineer for the City of North Plains (pop. 3,300) since 2004. Over the past 15 years, we have assisted the City with many projects, including:

- Implementation of New Water Supply
- CDBG Grant Assistance (multiple projects)
- Water System Master Plan Update 2005 and 2018
- Water Pump Station Upgrade
- NW Claxtar Street Reconstruction including bioswales, storm and water system improvements (approx. 2,000 linear feet)
- Ghost Creek Pedestrian Improvements including boardwalk and wildlife observation structure (approx. 1,100 linear feet)
- West Union Pedestrian Improvements, including 120-foot-long pedestrian bridge over creek (approx. 3,250 linear feet)
- 75 Development Reviews and Counting

KEY ROLES OF THE CONTRACT CITY ENGINEER

- ➔ Serve as an extension of City staff
- ➔ Understand City needs, restrictions, policies, and politics
- ➔ Provide responsive service
- ➔ As needed maintenance engineering
- ➔ Day-to-day O&M support for staff
- ➔ Water, stormwater, street system, wastewater, planning & improvements designs
- ➔ Annual utility replacement programs
- ➔ Facilities siting and feasibility studies
- ➔ Budget & CIP development support
- ➔ Development reviews
- ➔ Grant assistance
- ➔ Pipeline routing & hydraulic studies
- ➔ Modeling & capacity evaluations to support development projects
- ➔ Permitting & regulatory support

From our experience working as City and District Engineers and working under on-call contracts, we understand the need to execute task orders quickly while meeting project and budgetary requirements. You require a nimble, responsive firm that understands how to deliver projects for municipal organizations. Our team will be led by an experienced project manager, Preston Van Meter, who has built a reputation for delivering projects on time and budget. Preston will be supported by Kyle McTeague and Austin Rambin who will be responsible for delivering individual projects completed under the contract. Preston will see that the staff brought onto different projects are in constant communication to avoid problems and to deliver projects efficiently.

Our approach to on-call and continuing services contracts is built on many years of experience completing hundreds of task orders while serving as city and district engineers for local agencies. Our experience has taught us the following keys to successful delivery:

- Always maintain active communication with City staff
- Provide rapid response for task order scoping
- Maintain an overall project manager who knows the status of all active task orders and serves as the point of contact
- Identify the right team for individual task orders to meet budget and schedule expectations
- Ensure delivery teams understand City standards and procedures to maximize efficiency
- Monitor the project scope and budget and engage City staff before issues arise



Our overall approach to serving as the City's Engineer is founded on the many similar contracts we have for other Oregon communities. Our approach follows three key principals:



Listen to You!

We find the projects coming from on-call contracts are often to address a particular challenge facing City staff. For these projects, we listen carefully, focus our team on practical and cost-effective solutions, and respond quickly to get projects moving in the right direction.



Provide practical solutions focused on maximizing your existing assets.

Regardless of whether a project involves a pipeline, pump station, street, storm drain or treatment facility, our approach is focused on reusing, re-purposing, and rehabilitating existing assets to maximize your community's dollars and extend the life of long-lived assets.



Commitment to best-in-class client service and responsiveness.

Our strong industry reputation for superior client service is founded on communications. No matter what size project, our team will maintain close communications with City staff to provide assurance we will exceed your expectations regardless of project size.

Effective Communication with the City

Effective communication is one of the most important factors in having a successful relationship with our clients. Our work will be done in a collaborative manner, as we place great importance on listening to input from City staff.

Murraysmith's standard is to start with a scoping meeting to see that our planning, design, and construction management teams have a complete understanding of the City's project drivers, goals, and priorities. We use kick-off meetings to introduce project teams, revisit scope, schedule, and budget, and establish administrative protocol (invoicing, communication, etc.), and confirm other project related meetings such as after key milestones and submittals (e.g. 30%, 60%, and 95% design submittals), site visits, and reoccurring monthly meetings. This level of communication is important in keeping the City apprised of project progress and any potential changes to the scope of work.

Project Approach Examples

To demonstrate our approach to working with the City as your City Engineer, we have described our approach for “right-sized” efforts on three different types of projects, ranging from a small project that may be completed by City crews to larger CIP and planning projects where bid documents or a higher level of services may be required.

1

Expertise and support on smaller maintenance projects.

On certain projects, Murraysmith may only be needed to provide advice, support, and perhaps some connections within the infrastructure industry. For these projects, a few phone calls and emails may suffice to support City staff in addressing a specific issue or immediate challenge.

Small Project Example: Water Main Long-side Service Reconnection Replacement

2

Design support for larger CIP projects.

In addition to providing ongoing support on smaller projects, Murraysmith’s deep bench of engineers is available to support the City on larger CIP projects.

Large Project Example 1: 10th Ave. Reservoir Rehabilitation

3

Program support: Leveraging our larger team for overall wastewater utility support.

For some projects, our larger team may be needed to provide support to the City on specific assignments.

Program Support Example: Overview of programmatic services that may be required over time.

1

Expertise and support on smaller maintenance projects.

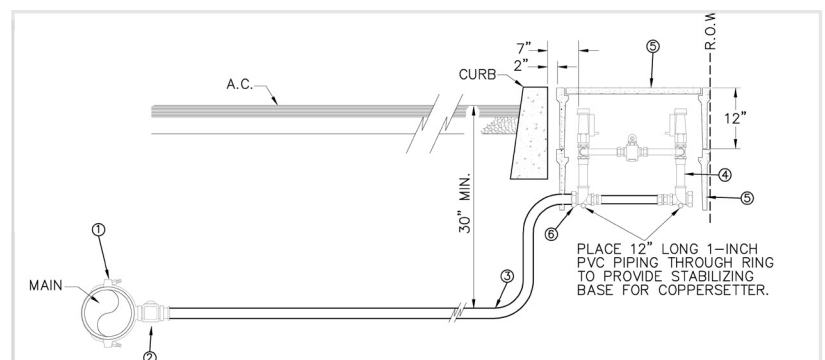
For smaller projects, our team is available to support the City to help get projects moving in the right direction. Key elements of our approach for these types of assignments include:

- Small focused team working just a few hours on a project
- Reviewing the specific issue and providing initial feedback
- Contacting equipment manufacturers and local representatives to identify potential solutions
- Providing simple drawings and details for City staff to implement in the field, and/or
- Developing quote and bid packages for smaller projects for the City to issue to General Contractors
- Preparing system mapping and GIS services

Small Project Example:

Long-side water service installation by City work crews

We understand that Sweet Home has the following situation: A new water main was installed, but the services were not transferred from the old water main. Murraysmith has a large detail library for almost any type of small project contemplated; we can provide a simple detail to City crews so they can purchase materials and complete the short- or long-side service reconnections as crews are available.



This type of detail can be modified to fit the City’s standards or specific project needs

For larger CIP projects, Murraysmith's team has a deep bench to provide full support, from initial project planning through design and construction. Our services on these types of projects may include:

- Initial scoping and development in support of City budget
- Completing planning studies and preliminary design reports needed to fully define project needs, fine tune budgets, and define project schedule
- Providing detailed design and contract documents for projects,
- leveraging our in-house resources and key subconsultants, including civil, mechanical, structural, electrical, and instrumentation
- Bid support services, such as addressing Bidder inquiries and questions, issuing addenda, and assisting with bid reviews and awards
- Construction support services, including addressing Contractor RFI/C requests, reviewing change orders, providing on-site construction inspection, assisting with contract closeout, and other construction-related activities

Large Project Example: *10th Avenue Reservoir Rehabilitation Project*

Our potential approach to assessing the condition and rehabilitating the 10th Avenue 300,000 gallon reservoir is described below. We anticipate the project would conceptually involve the following elements:

Approach to 10th Avenue Condition Assessment: As a first step, the initial field condition assessment would engage Murraysmith's reservoir experts to evaluate the following:

- The 10th Avenue Reservoir was originally constructed in the 1930s. As such, the concrete assessment and rehabilitation will be critical to extend the seismic life and the facility.
- Assess the condition of the concrete, piping, and identify potential sources of corrosion or other issues.
- Assess concrete floor relative to cracking and the roof structural relative to live/dead loads and seismic forces.
- Structural assessment to evaluate capacity under static and seismic loading.
- Evaluate ability to lower the overflow level to avoid seismic induced slosh damage to the roof and potential impact on storage capacity of other reservoirs at the 10th Ave. site.
- Assess the sanitary conditions to meet OHA requirements including vents, hatches, and air breaks at drain and overflow piping discharges.
- Review safety systems and access for operators.
- Evaluate inlet, outlet, overflow pipe, and vent sizing to meet operational requirements.
- Estimate the remaining useful service life before and after rehabilitation.

Following the field condition assessment, an alternatives evaluation, including economic (capital and lifecycle cost) and non-economic factors would then be completed to assess the cost-effectiveness of proceeding with reservoir rehabilitation. In some situations, the most cost-effective approach is to construct a new reservoir on the same or alternate location.

Approach to 10th Avenue Rehabilitation: If the City chooses to proceed with reservoir rehabilitation, the following elements would potentially be included in the reservoir rehabilitation design:

- Crack and leakage repair involving grout injection, in combination with concrete wall rehabilitation and surface treatment, may also be considered as part of the design.
- Repair or replace reservoir overflow piping and provide restrained, flexible pipe connections at the reservoir inlet and outlet.
- Upgrade appurtenances to meet operational needs and minimize maintenance.
- Apply protective coating the roof to extend the life of the concrete and prevent leaks.
- While not required for existing reservoirs, seismic upgrades may be considered to maintain serviceability after an event.



Example of concrete reservoir rebar repair



The Sweet Home 300,000 gallon 10th Ave. Reservoir
07-23-19 City Council Packet pg. 90

Regardless of the particular challenge facing the City, our team has most likely worked with another community on a similar project that can be leveraged to the benefit of Sweet Home ratepayers. Some specific examples of support we can offer on a range of program support projects may include:

Development Project Plan Review Support.

We offer many communities plan review support associated with development projects to help get them through planning commissions, aligned with master plans, and constructed to City Standards.

Infrastructure System Modeling and Master Planning.

Offering one of the most widely respected modeling and master planning groups in the Pacific Northwest, our team has completed over 150 master plans and provides ongoing system modeling support using a variety of platforms. Once a CIP is developed, we can coordinate with you City priorities and available budgets.

City Mapping & GIS Support.

With most of our City Engineering assignments we complete master planning, comprehensive plan mapping, street mapping, and utility mapping. These maps can be used to develop a GIS database and support City-wide planning & other interests.

Regulatory Agency Liaison.

We work with regulatory agencies constantly. This has helped us develop strong relationships and a clear understanding of permitting processes. We can help guide the City through permitting with DSL, Corps of Engineers, ODFW, ODOT, Linn County, DEQ, NMFS, Oregon Health Authority, EPA, etc.

Record Keeping. We store all our engineering work on our company servers that have multiple redundant backups at several geographic locations. With our City Engineering assignments, we are relied on to retrieve files, mapping, plans, and other important information.

Engineering Support. Some of our City Engineering assignments are for communities that have an engineer on staff, or the Public Works Director is an engineer. In these cases, we often provide engineering support on an as needed basis. We can provide peer review of designs or simply provide advice or help answer questions as needed.

Institutional Knowledge and Continuity. One of the key benefits of having a consultant serve as City Engineer is the institutional knowledge that is developed over time. This knowledge, along with carefully kept records, can help maintain continuity for a City, rather than risk a retirement undermining that continuity.

Policy Guidance. As civil engineering consultants we advise our clients on a variety of constantly updated policies. For example, we've been guiding the City of North Plains on evolving ADA requirements, helping City staff look good in the eyes of the public and minimize City liability.

Design and Construction Standards. For most of our City engineering assignments, we have developed or updated Design and Construction Standards. A key to this work is knowing how to right-size the standards to the needs of the City. The City of Sweet Home does not need a 1,300-page book of standard specifications like the City of Portland. The proper scale is very important to any City Engineering assignment.

Wastewater Pre-Treatment Program Development. We have helped several communities evaluate the impacts of high strength waste dischargers

(e.g. food processors, breweries, etc.) and assisted in the development of Industrial Pre-Treatment Programs meeting Oregon DEQ requirements. We are currently assisting the City of Sandy with a Pre-Treatment Survey as part of their Wastewater System Facilities Plan.

Wastewater Rates and System Development Charge (SDC) Evaluations.

We frequently partner with Deb Galardi from Galardi-Rothstein to review wastewater rates and SDCs as part of master plans or developing project budgets and timing. Deb is currently assisting our team on rates and SDC evaluations for the major WWTP expansion we are designing for the City of Sweet Home.

Seismic Resiliency and Structure Condition Assessment Evaluations.

Our long partnership with Peterson Structural Engineers (PSE) has allowed us to leverage their exceptional team on behalf of many of our clients. We have partnered with PSE on several seismic resiliency, structural condition assessments, and other projects where we are working to rehabilitate and reuse assets to maximize the investments of the ratepayers in local communities.

Technical Support. Often our clients have the capabilities and staff to complete certain projects, and we can provide the technical support, drawings, specifications to help complete the work.

CIP Project Delivery. We can help implement projects on your CIP, by developing contract documents and assisting during bidding and construction.

Project Management

As a client service oriented firm, over 93% of Murraysmith's business is repeat work with existing clients. This track record reflects the importance we place on implementing project controls and procedures that allow us to consistently deliver projects on schedule and within budget to the continued satisfaction of our clients.

Quality control has always been Murraysmith's highest priority with respect to project delivery. Our QA/QC program is managed and monitored to track all deliverables and their satisfactory review prior to submittal to the client. The quality plan is an integral part of the Project Management Plan and is defined by Murraysmith's QA/QC Procedures Manual and consists of the following key elements:

- **QA/QC Plan** – Developed during scoping to establish the QA/QC team, define roles, and identify QA/QC milestones
- **QA/QC Review Schedule** – Align QA/QC schedule with project schedule and confirm staff availability to meet the project schedule
- **QA/QC Forms** – QA/QC project tracking form, review confirmation form, and review summary sheet

Preston will manage and review costs on a weekly basis, as time sheets are submitted, by comparing hours charged to a particular task against the budget for that task, and then comparing the percentage of budget spent against the actual progress of the task. All tasks, budgets, and schedules will be analyzed, regardless of whether they are those of the Murraysmith team or specialty subconsultants.

Management and Organizational Capabilities

Murraysmith's project management philosophy is to deliver projects on time and budget with high quality submittals and responsive service. We have developed internal procedures and tools tailored to on-call and continuing services contracts that allow our project managers to focus on the technical details while assuring proper management of our projects.



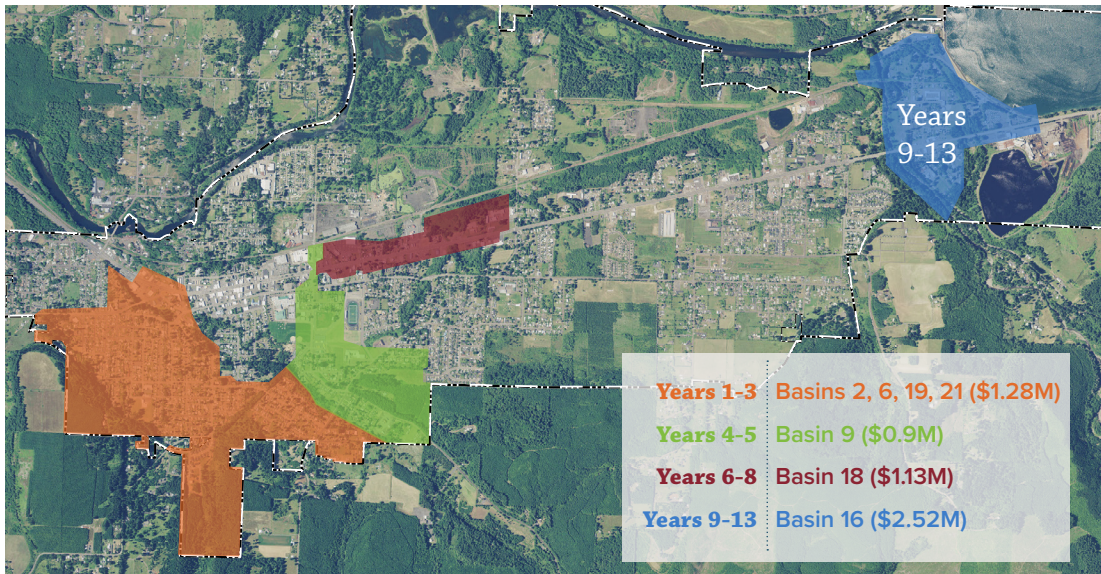
Tools used by our project managers include:

- **Project Initiation Checklist** – Ensure the City's critical success factors are identified, needed expertise and resources are available, key milestones have been set, scope and fees have undergone peer/senior review.
- **Project Management Plan (PMP)** - Clearly define communication lines, scope, schedule, budget, and general expectations of the team.
- **Change Management Plan** – Defined process to document and communicate changes, including impact to scope, fee, and schedule.
- **Communication Plan** – Defined steps to document and proactively communicate internally, and with the City.
- **PM Software** – Murraysmith's Deltek Vision software is used to track progress and report budget status in real-time, allowing project managers to confirm work progress relative to budgets and make adjustments as necessary.
- **Earned Value Management** – The EVM process blends the project schedule with the project budget to forecast the anticipated financial path of the project.
- **QA/QC Plan** – Establish QA/QC team, define roles, identify milestones, and utilize tracking forms to ensure plan is adhered to prior to any deliverables.
- **Risk Register** – A scalable matrix developed at project planning to identify and rate risk potentials throughout the project and define mitigation measures.

5. FAMILIARITY WITH THE CITY AND CITY LOCALE

This section aims to address Evaluation Criteria B.5: Familiarity with the City and City locale.

We developed the map below to show the City's planned continuing investment in its wastewater collection system, building on four previous phases of past rehabilitation efforts. Two of those rehabilitation phases were led by Murraysmith's Rob Lee. Our current involvement in the City's WWTP expansion and past work of our team on the City's wastewater collection system rehabilitation provide our team with a strong understanding of the City of Sweet Home. Our ongoing discussions over the past year with City staff also provide us with a unique and current understanding of the City's overall challenges related to the City's public infrastructure systems.



An investment of
\$400,000
each year over the next

13 years

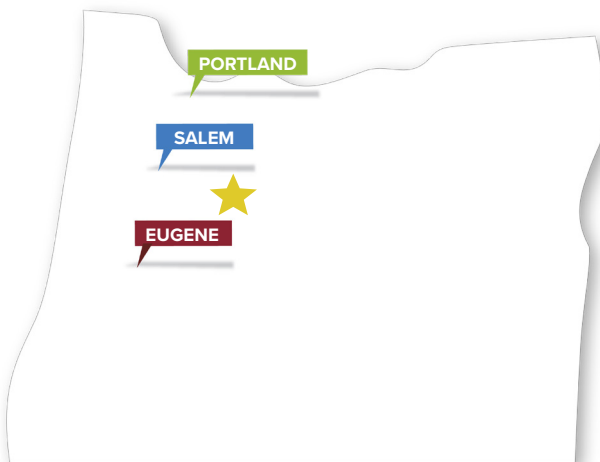
will maintain peak
WWTP flows under

12 MGD

which could then be treated
in the existing aeration
basin footprint with other
proposed modifications.

6. DISTANCE FROM CITY

This section aims to address Evaluation Criteria B.6: Distance from City.



Murraysmith has three Oregon offices from which we will provide services to the City of Sweet Home. Our corporate location and the primary office leading your WWTP Improvements Project is in Portland, but we also have an established office in Eugene and will soon have an office with 20 engineers and support staff in Salem, Oregon.

We can be on site in approximately one hour, when needed. Our team has successfully delivered projects near Sweet Home for many years, including our current involvement in the WWTP for the City. With active projects in the vicinity, our team members travel to the area frequently. By combining site visits with other nearby work, the project team can cost effectively serve the City and minimize project travel costs.

Murraysmith's Oregon office locations are all in close proximity to the City of Sweet Home

This section aims to address our familiarity with laws and regulations governing public water, wastewater, storm water, and transportation systems, including operations, construction and maintenance of the City's current systems.

Experience navigating the laws and regulations governing the City's system

Through our nearly 2,500 firm-wide projects, Murraysmith staff have developed a comprehensive understanding of laws and regulations for public utility systems, including regulations and permitting requirements for the Oregon Health Authority governing potable water systems in Oregon, Oregon Department of Environmental Quality (wastewater and storm water systems) and the associated Oregon Administrative Rules (OARs).

We are actively engaged in associations such as the American Water Works Association Pacific Northwest Sub-section (AWWA-PNWS), Pacific Northwest Clean Water Association (PNCWA), American Public Works Association (APWA), American Society of Civil Engineers Oregon Chapter,

Professional Engineers of Oregon (PEO), American Consulting Engineers Council (ACEC) and other industry trade groups that provide our staff with the tools and training to stay abreast of the latest industry news and technology.

Through our work on hundreds of transportation projects, we have developed a very thorough understanding of Oregon APWA and ODOT transportation standards, as well as the Manual of Uniform Traffic Control Devices (MUTCD) standards. We've been a preferred consultant to ODOT for nearly 16 years, and also provide transportation engineering to many local agencies.

Regarding stormwater, Murraysmith has an in-depth understanding of the Oregon Department of State Lands (DSL) and U.S. Army Corps of Engineers permitting requirements related to waters of the state, including wetlands. We also are adept at negotiating through permitting and regulatory requirements of ODFW, NMFS, and many local stormwater regulators, such as Clean Water Services in Washington County.

Our regulatory experience for sanitary sewer projects is equally robust. We have permitted many projects through the U.S. Environmental Protection Agency (EPA), including NPDES permits, and other permits required by the Oregon Department of Environmental Quality (DEQ).

Example of Fast-Track DEQ Permitting Support Services:

City of Rainier, Oregon WWTP Emergency Overflow Support

In December 2018, the City of Rainier called in support from Murraysmith to assist with the forensic evaluation of a sanitary sewer overflow (SSO) that occurred during a severe wet weather event that caused untreated wastewater to flow to the Columbia River. Within 24 hours, Murraysmith had a team onsite at the treatment plant to collect the necessary background information on the influent pump station and treatment plant to develop a hydraulic model and assess the upgrades that would be needed to prevent future SSOs. Murraysmith's team identified several process upgrades that could be quickly implemented to maximize the treatment plant capacity, provided a technical memorandum summarizing the upgrades, and has continued to assist the City in implementing a inflow and infiltration (I/I) reduction program to help prevent future SSOs. The upgrades and additional investigations are being coordinated with Oregon DEQ.



Project team familiarity with the site

Our proposed QA/QC lead, Rob Lee, has vast knowledge of the City's collection system from past projects with the City. He worked closely with City staff member Dominic Valloni during design and construction of several phases of the I/I abatement project. With the City now performing most of the I/I rehabilitation work in-house, Rob will be a great asset to lean on during implementation of the next phase.

Preston and Austin, our proposed wastewater lead, have an in-depth understanding of the wastewater treatment plant, which will aid in operational challenges as they arise. In addition, they are working closely with Oregon DEQ regarding regulatory issues and the City's NPDES permit renewal process. With the WWTP Improvements project upcoming, requirements from USDA-RD include an Environmental Assessment of the WWTP site and discharge into the South Santiam River. Austin will work closely with representatives from USDA to identify any potential issues and required mitigation.

The City's water system includes a 6 MGD package filter plant, several reservoirs, booster pump stations, and distribution mains. Murraysmith understands that the 10th Avenue Reservoir is offline and needs rehabilitation. Also, the SCADA system at the water plant is causing operational challenges and needs attention. Finally, the City's unaccounted for water is extremely high and master planning should be a high priority to determine deficiencies and provide recommendations for improvements.

7. AVAILABILITY AND CAPABILITY

This section aims to address Evaluation Criteria B.7: Availability and capability to perform the engineering services described in this RFP on an ongoing basis, including flexibility to perform services on projects of widely varying sizes.



Your trust will be well-placed in the hands of our experienced team offering the strongest local depth of resources of any firm in the Willamette Valley area.

Availability, Capacity, and Flexibility to Perform Services

Serving as an extension of the City of Sweet Home staff requires a consistent and available team. The team must be able to coordinate closely with Public Works Director Greg Springman and City staff in all departments. Our past work as Engineer of Record (EOR) for many similar size public agencies, combined with our strong history of long-term client relationships, demonstrates our ability to communicate well and successfully deliver projects of broad size and scope. As your contract City Engineer, Preston will work with Kyle and the rest of the team to respond in a timely manner to all City requests and will be readily accessible to City staff to the maximum extent possible.

A major component of Murraysmith's culture and management style is to maintain accessibility and responsiveness at all levels in the organization. We commit the full support of over 125 engineers and support staff in our Oregon offices in support of the City and offer a full range of services for nearly every project contemplated by the City.

Early in our assignment, we will set up a response protocol to assure responsiveness and timely communications. Preston will be the first call, followed by Kyle, Rob, Austin, etc. This will ensure a quick response, year-round, by professional experts in municipal engineering.

STAFF MEMBER	AVAILABILITY
Preston Van Meter	30%
Kyle McTeague	30%
Rob Lee	20%
Austin Rambin	30%
Justin Ford	25%
Nick McMurtrey	20%
Fulgence Bugingo	30%
Patrick Davis	40%
Jessica Cawley	40%
Mike McKillip	25%
Mauricio Real	30%
Todd Kotey	35%
Brad Frayo	20%

8. REFERENCES

This section aims to address Evaluation Criteria B.8: References.

The following client representatives from government clients of similar size to the City of Sweet Home are familiar with Murraysmith's quality of work. We encourage the City to contact any of our client references.

BOB PATTERSON

Public Works Director
City of Pendleton

CONTACT

🏠 500 SW Dorion Ave.
Pendleton, OR 97801

☎ 541.966.0202

✉ bob.patterson@ci.pendleton.or.us

Description of work performed:
Murraysmith identified a need within the Airport Zone to serve projected industrial development. The improvements include a ground-level welded steel reservoir with a capacity of 2.0 MGD, a booster pump station, and 7,900 linear feet of transmission mains ranging from 18 to 24-inches. The reservoir site was a challenge as it sits on a hillside underlaid with bedrock. Murraysmith is wrapping up final design now and anticipates construction will commence soon.

MIKE WESTON

City Manager
City of King City

CONTACT

🏠 15300 SW 116th Ave.
King City, OR 97224

☎ 503.639.4082

✉ mweston@ci.king-city.or.us.

Description of work performed:
Murraysmith has served as City Engineer for the City of King City since 1992. Work included roadway improvement designs, bus/transit stop improvements, development street and sidewalk construction inspections, storm drainage master planning, storm drainage improvements design, and sidewalk and ADA ramp designs.

BLAKE BOYLES

Public Works Director
City of North Plains

CONTACT

🏠 31360 NW Commercial Street,
North Plains, OR 97133

☎ 503.647.5555

✉ blake.boyles@northplains.org

Description of work performed:
Murraysmith has served as City Engineer since 2004. We've provided design services for the City's water system (distribution and new supply), street, and storm drainage improvements. Work also includes water master planning and updates to system development charges. We assist with development plan reviews and are helping evaluate development proposals for over 400 new residential units. This work often includes waterline sizing to provide adequate fire protection.

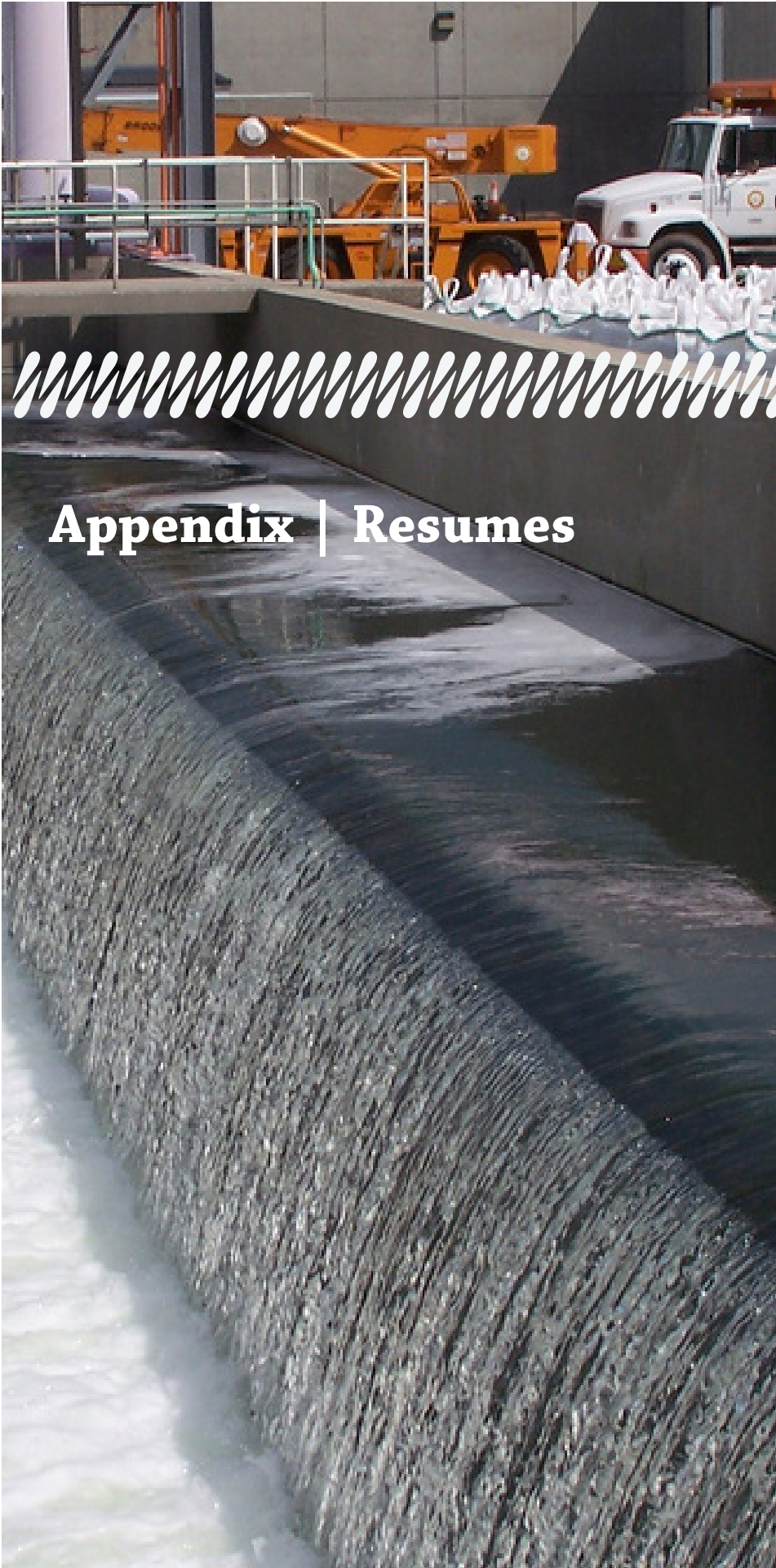
Murraysmith performed admirably in providing a comprehensive master planning effort for the City of Pendleton. Beginning the effort in April 2013 with a focus on our three major utilities: the water, sewer, and storm delivery systems; they were instrumental in assisting the City...City staff looks forward to the opportunity to have Murraysmith back in the future to address our five-year review and update.

-Bob Patterson, Public Works Director, City of Pendleton

The City of North Plains utilized Murraysmith services for the Glencoe Road 16-inch Water Transmission Line project and was extremely impressed... The project was completed with absolutely no problems, ahead of schedule, and under budget.

I can recommend with confidence that Murraysmith will perform in a highly professional manner any assignment that they may be given.

- Blake Boyles, Public Works Director, City of North Plains



Appendix | Resumes

PRESTON VAN METER, PE

City Engineer

Preston will lead our team providing City engineering-related services to the City of Sweet Home, serving as primary point of contact and leading the day-to-day activities of a multi-disciplinary team. Preston has served in this capacity for many similar-sized Oregon communities, including the Cities of Donald, Dundee, Hubbard, Keizer, Madras, and Sheridan. He has also managed an on-call engineering services contract with Clean Water Services in Washington County for the past 15 years. Preston's focus on responsiveness, superior client service and quality is widely recognized in the industry.



SELECT PROJECT EXPERIENCE

WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT, CITY OF SWEET HOME, OR; *Project Manager*

leading Schematic Design for a major WWTP expansion focused in the rehabilitation, reuse and re-purposing of existing WWTP unit processes and upgrades to increase capacity from 7 MGD to 12 MGD. The \$28M project includes IPS upgrades, new headworks and grit removal, new primary clarifier, aeration basin expansion and conversion to MLE treatment process for biological nutrient removal, new secondary clarifier, new tertiary filters, conversion to UV disinfection, new peak flow outfall, new primary anaerobic digester, conversion of an existing aerobic digester to a secondary anaerobic digester, new solids dewatering facility, new Administration/ Lab Building and other upgrades.

ENGINEER-OF-RECORD, CITY OF MADRAS, OR; *Project Manager*

servicing as the Engineer-of-Record on larger projects in the City. Currently, Preston is leading the J-Street Bridge Replacement Project to address a floodplain issue resulting from the original bridge construction as well as a series of other projects at the City's two wastewater treatment plants and wastewater pump stations. Additional support has been provided for the City's wastewater regulations and review of development projects.

CITY ENGINEER PROJECT EXPERIENCE

Wastewater Projects

- **WWRP Secondary Treatment Upgrades**, City of Corvallis, OR
- **WWTP Progressive Design-Build Upgrades**, City of The Dalles, OR
- **MBR WWTP Project**, City of Dundee, OR
- **WWTP Improvements Project**, City of Vernonia, OR
- **WWTP Improvements Project**, City of Pendleton, OR
- **Wastewater Master Plan Update**, City of Keizer, OR

Street and Storm Drain Projects

- **Lockhaven Drive Widening Phases 1 And 2**, City of Keizer, OR
- **Monroe Street Sanitary Sewer Replacement**, City of Sheridan, OR
- **Annual Street Overlay And Rehabilitation Programs**, various cities

Water Projects

- **Water Master Plan**, City of Keizer, OR
- **Annual Water Main Replacement Programs**, various cities
- **Ballston 2 Mg Reservoir And Booster Pump Station**, City of Sheridan, OR

Other Relevant Projects

- **Review of planning submittals and detailed designs for over 50 private development projects**
- **W/WW SCADA Master Plans**, City of Pendleton, OR

YEARS OF EXPERIENCE

23

EDUCATION

- MS, Environmental and Water Resources Engineering, University of Michigan
- BS, Civil Engineering, Oregon State University
- BS, Business Administration, Oregon State University

REGISTRATION

Professional Engineer - OR & WA

PROFESSIONAL ACTIVITIES

- Water Environment Federation
- Pacific Northwest Clean Water Association
- Oregon Association of Clean Water Agencies
- Design-Build Institute of America

UNIQUE QUALIFICATIONS

- Long history working for communities similar in size and demographics to Sweet Home.
- Past experience serving as a contract City Engineer.
- Focus on responsiveness, client service and quality — key attributes for on-call contracts.

PRESTON'S SELECT PROJECT EXPERIENCE CONTINUED

CLEAN WATER SERVICES WASTEWATER ENGINEERING ON-CALL CONTRACT, CLEAN WATER SERVICES, TIGARD, OR;

Project Manager/Technical Leader. For the past 10 years, Preston served as contract manager, project manager, and technical lead on a wide variety of projects for Clean Water Services. This has included over 50 projects at the Durham AWWTP, Forest Grove WWTP, Fernhill Wetland Natural Treatment System as well as several pump stations. Projects completed on this long-term contract have included clarifier rehabilitation, aeration system evaluations, turbo blower installation, pumping system improvements, piping replacement, odor control facilities and a wide range of other projects. Many projects have been on an emergency basis, several with bid-ready contract documents produced within one week from notice to proceed.

WWTP IMPROVEMENTS PROJECT, CITY OF VERNONIA, OR;

Project Manager. Preston served as project manager for the design and construction management of improvements at the City of Vernonia's wastewater treatment plant. Phase 1 includes the design and construction of 3 pump stations, a new 8,000-foot force main, new WWTP headworks and membrane pilot testing for production of Oregon Level IV reclaimed water. Phase 2 will include a major upgrade of the existing lagoon system, including lining the lagoons, a new lab and operations building, installation of a SCADA system for the WWTP and pump stations, construction of membrane facilities and a new chlorine contact chamber. The project also involves ongoing negotiations with DEQ, funding assistance and a rate study and construction of a mitigation wetland on City-owned property adjacent to the WWTP.

WASTEWATER TREATMENT PLANT FACILITY UPGRADES, PENDLETON, OR;

Project Manager. Preston was responsible for full design services, environmental permitting, dewatering equipment pilot testing, bidding and construction services, startup and troubleshooting, electronic O&M Manual and SCADA programming for major plant upgrades to meet low Ammonia-N and other permit limits. A key component of the design is a new aeration basin that will be designed for biological nutrient removal over the next seven years and then conversion to an MBR in Phase 2 that may use retired membranes from the Pendleton Drinking Water Plant. Other elements of the project will include a new headworks building and grit system modifications, clarifier rehabilitation, new in-plant pump station, disinfection system upgrades, and a new river outfall.

KYLE MCTEAGUE, PE

Assistant City Engineer

In the role of City Engineer, Kyle provides seasoned professional engineering guidance on the full range of issues that affect rapidly growing communities. Typical issues can range from individual citizen's interests, to public facility repairs and improvements, to complete development review and coordination.

As City Engineer, Kyle has assisted with capital improvement project programming, utility master planning, rate and system development charge (SDC) assistance, interagency and state and federal coordination, urban area expansion planning and public involvement planning. He currently manages all development application and plan review services provided to the City of North Plains.

SELECT PROJECT EXPERIENCE

MULTI-DISCIPLINE WORK PROGRAM, MCMINNVILLE WATER & LIGHT, OR; Design Lead/Construction Manager.

Kyle served as a key design lead and as the construction manager of a major multi-discipline work program for McMinnville Water and Light (MW&L), which involved a wide range of complex technical, legal, regulatory and permitting challenges. This \$20 million program included expansion of MW&L's McGuire Reservoir, construction of two major stream diversions and other major outlet facility improvements associated with the Walter Link Dam and Haskins Reservoir, water treatment plant improvements at MW&L's Haskins Creek facility, several miles of Nestucca River Highway relocation, reconstruction of 1,500 feet of a natural drainage swale, and improvements for fish passage enhancement. The McGuire Reservoir Expansion project includes raising an earthfill dam 30 feet to increase storage capacity from 3,760 acre feet to 9,800 acre feet. In addition, the project includes installation of 1,200 feet of large diameter steel piping, 750,000 cubic yards of earthwork, 7,500 cubic yards of reinforced concrete, 2.5 miles of roadway relocations, and 30 acres of constructed wetlands. The project also includes an instrumentation and control building housing an automated hydraulic valve operation system and a supervisory control and data acquisition (SCADA) system, as well as triple redundancy power supply backup with solar power generation.

WATER LINE REPLACEMENTS, CITIES OF LAKE OSWEGO AND WEST LINN, OR; Project Engineer.

Kyle's water facilities work includes the design of approximately 7,000 feet of 6-inch and 8-inch diameter mains for the City of Lake Oswego and the design of approximately 2,000 feet of 10-inch and 16-inch mains for the City of West Linn.

DIVISION STREET RECONSTRUCTION PROJECT, CITY OF PORTLAND BUREAU OF ENVIRONMENTAL SERVICES, OR; Project Manager.

Kyle recently managed Murraysmith's portion of the Division Street Reconstruction Project for the City of Portland, Bureau of Environmental Services. Murraysmith's work included design of wastewater and stormwater facilities along a 28 block stretch of SE Division Street between SE 6th Avenue and SE 39th Avenue.

WATER SYSTEM MASTER PLANNING, CITIES OF SHERIDAN, NORTH PLAINS, BEND, AND FOREST GROVE, OR; Project Manager.

Kyle managed water system master planning for the cities of Sheridan, North Plains, Bend and Forest Grove, Oregon.



YEARS OF EXPERIENCE

31

EDUCATION

- BS, Civil Engineering, Portland State University

REGISTRATION

- Professional Engineer - OR, WA, & ID

PROFESSIONAL ACTIVITIES

- American Society of Civil Engineers
- American Water Works Association
- American Public Works Association
- Water Environment Federation
- North American Society for Trenchless Technology

UNIQUE QUALIFICATIONS

- Wastewater System Planning
- Trenchless Technology
- Gravity Sewer Design
- Storm Drainage Planning & Design

CITY ENGINEERING EXPERIENCE

- City Engineer, City of North Plains, OR (2004-Present)
- Development Plan Reviews, City of Tigard, OR
- City Engineer, City of King City, OR Development Plan Reviews (1994-2004)
- City of Forest Grove, OR

ROB LEE, PE

QA/QC

Rob has 20 years of experience providing engineering services for projects involving wastewater and stormwater collection, conveyance, and treatment. Rob's experience includes trenchless rehabilitation and condition assessment, inflow/infiltration studies and infrastructure evaluations, wastewater conveyance and treatment design, preparation of contract drawings and specifications, preparation of as-built plans, shop drawing, and submittal reviews, and construction oversight and management.



SELECT PROJECT EXPERIENCE

I/I ABATEMENT PROGRAM, CITY OF SWEET HOME; *Project Manager.*

This decade-long program focused on reducing excessive flows to the City's wastewater treatment plant. Flow monitoring and modeling were key to identifying the leakiest basins in the City and Rob helped develop a long-term program to address the I/I. Four phases of rehabilitation were implemented focusing on sewer mains, laterals, and manholes. Rob served as engineer of record, as well as construction manager, for the largest and most recent phase. To date, the City has invested \$17M with a 50% reduction in wet-weather peak flows. Rob also served as the consultant point of contact for coordination with the Oregon Department of Environmental Quality (DEQ), as the rehabilitation work was being conducted under a Mutual Agreement and Order between DEQ and the City.

LARGE-SCALE SEWER REHABILITATION PROGRAM (LSSRP), CITY OF PORTLAND BUREAU OF ENVIRONMENTAL SERVICES, OR (2011-PRESENT); *Technical Lead.*

Rob served as technical lead for \$5M in contracted services. In this role, Rob coordinated and delivered the designs for six project areas as part of the program. He has also served as technical lead and project manager on a multi-year Large Diameter Sewer Condition Assessment program in support of the LSSRP. Rob introduced an approach that demonstrated that holistic replacement (i.e., laterals, manholes, inlets in addition to failing pipes) was

not ideal for extending the life of the City's assets, and that using the same condition-based City approach for all assets could save significant budget while managing the City's risk. This approach has been adopted by BES' internal project teams, as well as other BES consultants, lowering construction costs and significantly reducing the program's carbon footprint.

TRUNK LINE INSPECTION/ REHABILITATION PROGRAM, CLEAN WATER SERVICES, OR; *Project Engineer.*

Rob assisted the District with its large diameter inspection and rehabilitation program for trunk sewers 24 inches or larger in diameter with some up to 84 inches in diameter. Rob led the inspection and assignment of condition grades for the last four years of the District's Trunkline Inspection Program, and he helped develop the currently used seven-year program for systematically inspecting the District's large diameter sewers on a recurring basis. The Inspection Program has yielded inspection data on over 400,000 linear feet of large-diameter trunk sewers. Inspection data was used to develop a program to identify the appropriate rehabilitation/ replacement of deficient sewers. The project involved selecting appropriate rehabilitation methodologies based on sewer condition and field inspections to identify constructibility and permitting issues. The results were documented in a Large Diameter Trunkline Sewer Rehabilitation Report that included costs and a priority for performing

YEARS OF EXPERIENCE

20

EDUCATION

- Master of Engineering, Civil and Environmental Engineering, Cornell University
- BS, Civil and Environmental Engineering, Cornell University

REGISTRATION

Professional Engineer - OR & WA

PROFESSIONAL ACTIVITIES

- PNCWA Collection Systems Committee, Immediate Former Chair
- Pacific Northwest Clean Water Association

CERTIFICATIONS

- Certified NASSCO Pipeline Assessment Certification Program (PACP)
- Certified Construction Documents Technologist (CSI)
- Confined-Space Entry 29 CFR 1910.146(g) OSHA
- Construction Safety Awareness 29 CFR 1926.21 (b) OSHA

UNIQUE QUALIFICATIONS

- Sweet Home I/I Abatement Program Lead, 2009-2016
- Successful I/I reductions for four long-term programs on West and East Coasts
- National published author on collection system rehabilitation and I/I abatement

ROB'S SELECT PROJECT EXPERIENCE CONTINUED

the improvements. Rob was the primary author of the Report, a living document that is updated annually as new condition assessment data is collected.

I/I PROGRAM DEVELOPMENT, CITY OF ST. HELENS, OR; *Project Manager.*

The City of St. Helens has been addressing infiltration and inflow (I/I) in its sanitary sewer system through the development and implementation of an I/I reduction program. Flow monitoring, hydrologic and hydraulic modeling, CCTV, and smoke testing were conducted on the City's entire sanitary sewer system (250,000 lineal feet) to identify sources of infiltration and inflow.

BRANDYWINE HUNDRED I/I PROGRAM, NEW CASTLE COUNTY, DELAWARE; *Assistant Program Manager.*

Development of an I/I reduction program in response to an EPA-mandated consent decree requiring the elimination of SSOs. The \$250M Brandywine Hundred Program involved the condition assessment of almost 384 miles of sanitary sewers. Field work included above-grade wet-

weather observations, nighttime weiring, smoke testing, dye testing, extensive flow monitoring and hydraulic modeling, CCTV inspection, zoom camera inspection, and manhole inspections.

HILLCREST ORCHARDS SEWER REHABILITATION CITY OF FREDERICK, MD; *Project Manager.*

The City of Frederick was experiencing overflows in the form of basement backups and manhole overflows. In-house flow metering showed a large contributor of excess wet weather sanitary flows was from a small residential area, Hillcrest Orchards. Rob served as the project manager for the physical condition assessment of 22,000 LF of 8" and 10" gravity sewers, hydraulic condition assessment of the system, design of cured-in-place lining of the mains and laterals, packer injection grouting (test and seal) of the mains and laterals, excavated point re-pairs, and manhole rehabilitation. The work included CCTV review, field inspections, AutoCAD design drawings, specifications, cost estimating, and bid package preparation.

BURLINGAME TRUNK SEWER ENLARGEMENT PROJECT, CITY OF PORTLAND, OR; *Project Engineer.*

Served as Design Lead and Engineer of Record for the rehabilitation of 1,500 feet of 30-inch sewer using reinforced CIPP. Use of reinforced CIPP allowed for future hydraulic capacity.

LAKE OSWEGO INTERCEPTOR SEWER PROJECT, CITY OF LAKE OSWEGO, OR; *Project Engineer.*

Design lead on the rehabilitation of 12,000 feet of 8-inch and 10-inch in-water sewers using CIPP, 6,000 feet of 16-, 18-, 24-, and 36 inches of in-water interceptor using CIPP, and the rehabilitation of over 40 manholes. Involvement also included the development of an entirely new quantitative prequalification process for the unique construction required to construct the interceptor.

PUBLICATIONS

"Sweet Home's I/I Abatement Program: A Picture of Success," 2013 Annual Conference, Pacific Northwest Clean Water Association, Bend OR, September 16, 2013.

"Interpreting Storm Flow Data to Determine Types of Infiltration and Inflow," Proceedings, Pipelines 2005: Optimizing Design, Operations and Maintenance; Conference of the American Society of Civil Engineers. (ASCE), Houston TX, August 21-24, 2005.

"Rehabilitation of a Hydraulically-Limited Pipe 30-feet Deep Under I-5," Proceedings, Annual Conference and Exhibition of the North American Society of Trenchless Technology (No-Dig 2012), Nashville TN, March 12-14, 2012.

"Prequalification – A Defensive Measure in Today's Bidding Climate," 2010 Annual Conference, Pacific Northwest Clean Water Association, Bend OR, October 25-27, 2010.

"Long-Term CIPP Performance and Its Design Implications," Water Practice, Volume 1, Issue Number 6 (December 2007): 1-12.

AUSTIN RAMBIN, PE

Wastewater Lead

Austin has over 16 years of experience in a broad range of municipal projects including water, wastewater, stormwater, and transportation facilities. He has excelled in advising clients from the planning process through construction and start-up. He has completed many wastewater-related projects, spanning from small, on-site septic systems to large municipal and industrial treatment plants. Austin has completed design and construction oversight for over 30 wastewater improvement projects. He has an exceptional ability to work collaboratively with all parties to ensure a project's success and will help deliver a project that is founded on strong communication and transparency.



SELECT PROJECT EXPERIENCE

WWTRRF FACILITY PLAN AND DISINFECTION SYSTEM UPGRADES, CITY OF PENDLETON; *Project Engineer.*

Austin is currently preparing a Facility Plan Update for the Pendleton Wastewater Treatment and Resource Recovery Facility (WWTRRF). The plan includes a detailed evaluation of the existing WWTRRF, including a detailed condition assessment of all unit processes. Anticipated upgrades following completion of the plan update include: disinfection upgrades to replace the existing chlorine gas system, conversion of existing aeration basin to an MBR with UV disinfection, and secondary digester complex rehabilitation and expansion to provide new digester covers, mixing system, boiler, hot water loop and low-pressure gas storage.

HOODLAND WATER RESOURCE RECOVERY FACILITY MODERNIZATION, CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES; *Project Engineer.*

Austin is in the design stage of modernizing the Arrah Wanna Pump Station which includes pump replacement and firm capacity expansion, addition of variable frequency drives, electrical and controls replacement, and connection to WES' SCADA system. Modernization at the WRRF includes replacing the emergency generator to accommodate increased loading for the pump station upgrade and future secondary treatment upgrade; replacement of the existing motor control center; and a new SCADA control panel to allow for remote monitoring and partial automation of the facility.

DURHAM AWWTP PRIMARY SLUDGE HEATING, CLEAN WATER SERVICES, OR; *Project Engineer.*

Austin just

wrapped up the design and construction of a primary sludge heat exchanger at the Durham AWWTP. The addition of the HEX is to improve the biological phosphorus removal process of the unified fermentation and thickening (UFAT) process by increasing the temperature of primary sludge by approximately 20 degrees F. The goal is to increase the production of volatile fatty acids in the UFAT system during the months of April and May when VFA production has historically been limited by lower temperatures. The primary sludge is heated using a tube-in-tube heat exchanger. A sludge grinder is installed directly upstream of the heat exchanger to reduce the potential of clogging due to rags and large debris.

WASTEWATER TREATMENT PLANT UPGRADES, PARKDALE SEWER DISTRICT, OR; *Project Engineer.*

Austin is currently assisting with the design and construction of a new package membrane bioreactor (MBR) treatment facility to replace an aging conventional activated sludge treatment facility with severe deterioration in the existing tanks and equipment for which rehabilitation is not a cost-effective option. The new MBR facility consisting of a fine screen, MBR process and membrane basins, UV disinfection, and new control panel will be housed in a pre-manufactured metal building. A new influent pump station and standby generator will be constructed adjacent to the existing facility and electrical distribution equipment will be reused. Equalization storage will be provided in the existing aeration basins.

YEARS OF EXPERIENCE

16

EDUCATION

- BS, Civil Engineering Technology, Southern Polytechnic State University

REGISTRATION

Professional Engineer - OR & WA

PROFESSIONAL ACTIVITIES

- American Society of Civil Engineers
- American Council of Engineering Companies
- Pacific Northwest Clean Water Association

UNIQUE QUALIFICATIONS

- Planning and Analysis
- Wastewater Facilities Planning
- Sewage Pump Station Design
- Wastewater Treatment Plant Planning & Design
- Sewer Basin Planning & Analysis
- Gravity Sewer & Force Main Design
- Facilities Retrofits and Rehabilitation
- Recycled Water Use
- Pump Station Analysis & Design

FULGENCE BUGINGO, PE

Development Review

Fulgence has completed a variety of planning, analysis, design, subsurface utility engineering (SUE), coordination and construction administration assignments for numerous water transmission and distribution pipelines, drinking water reservoirs, stormwater, water quality, and roadway improvement projects. Fulgence is an Murraysmith design engineer with practical field experience on municipal drinking water storage and supply systems, stormwater and street projects. He is also a SUE specialist. As Murraysmith's lead SUE engineer, Fulgence brings valuable experience with utility conflict identification and analysis, utility relocation assessments and utility coordination and relocations. He has completed numerous and complex Oregon Department of Transportation (ODOT) and Washington Department of Transportation (WSDOT) roadway and interchange projects in the Pacific Northwest.

DEVELOPMENT REVIEWS

Project Engineer. Fulgence has completed well over 100 development reviews for our City Engineering assignments for North Plains and King City, Oregon. He often attends development review meetings, planning commission meetings, and often conducts on-site inspection of developments. In addition, he typically prepares engineering staff reports in support of planning commission actions. His methodical approach and calm demeanor ensures no details are overlooked.

GLENCOE ROAD 16-INCH WATER TRANSMISSION LINE, CITY OF NORTH PLAINS, *Design Engineer.*

Fulgence completed a waterline project along Glencoe Road consisting of a 16-inch diameter transmission line for the City of North Plains, Oregon. The challenges to this project involved the Highway 26 Crossing, the McKay Creek Crossing and permitting.

US HIGHWAY 18B/WEST MAIN SIDEWALK IMPROVEMENTS, CITY OF SHERIDAN, OR; *Staff Engineer.*

Fulgence was the staff engineer for the West Main Street (OR 18B) Sidewalk Improvements: Bridge Street to Olive Street project for the City of Sheridan, Oregon. Fulgence provided designs of sidewalk, curb extensions, 1,000 feet of pedestrian handrail, and street illumination. He also designed the

roadside drainage improvements including catch basin replacement and spacing, manholes, and trench drain system.

STORM DRAINAGE AND WATER QUALITY DESIGN, SUBSURFACE UTILITY ENGINEERING (SUE): I-5 AT BELTLINE INTERCHANGE, ODOT, OR; *Project Engineer.*

Fulgence assisted with the firm's stormwater, water quality and utility coordination/relocation work for the ODOT multi-phase I-5 at Beltline Interchange in Eugene, Oregon. This work included preparation of final plans, specifications and estimates for the relocation of an approximately one-mile long flood channel. Water quality facilities included a detention pond and multiple bio-swales. Utility relocation coordination work totaled well over \$5 million of reimbursable work that included high tension electric, large diameter high pressure gas, fiber optics, water and storm facilities. Murraysmith represented ODOT as its agent in all utility notifications, negotiations and design reviews and field inspections. Fulgence completed special SUE design referred to as Utility Verified Vertical and Horizontal (VVH) and utility coordination services, including utility conflict identification, utility relocation assessment and conflict resolution and reimbursement review.



YEARS OF EXPERIENCE

28

EDUCATION

- BS, Civil Engineering, National School of Public Works (ENTP), Algiers, Algeria

REGISTRATION

Professional Engineer - OR & WA

PROFESSIONAL ACTIVITIES

- American Society of Civil Engineers

UNIQUE QUALIFICATIONS

- Subsurface Utility Engineering (SUE)
- Utility Verified Vertical & Horizontal (VVH)
- Utility Coordination & Relocation
- Utility Undergrounding
- Stormwater Drainage & Water Quality
- Pressure Pipeline Design
- Gravity Water and Sewer Pipeline Design
- Construction Management & Inspection

JUSTIN FORD, PE

Water Lead

Justin has vast experience in wastewater system planning and design, including facilities planning, collection system rehabilitation, and wastewater treatment plant upgrades and implementation. He worked with various funding agencies to deliver the most cost-effective and long-term approach to replacing Parkdale Sanitary District's aging treatment and pumping infrastructure. He brings an enthusiastic and client-focused approach to his projects that results in outcomes which serve in the best interest of his clients and their customers.

SELECT PROJECT EXPERIENCE

750,000 GALLON RESERVOIR AND 600,000 GALLON RESERVOIR REHABILITATION, PLEASANT HOME WATER DISTRICT, OR; Project Engineer.

Justin assisted with design and permitting efforts for a new welded steel standpipe and rehabilitation of the District's existing welded steel standpipe. He performed construction management and observation for the duration of construction, working with the Owner and Contractor to deliver two successful projects in one.

DILLEY RESERVOIR SEISMIC EVALUATION, CITY OF HILLSBORO, OR; Project Engineer.

Justin performed design of existing welded steel reservoir rehabilitation components and assisted with civil site design. He also performed construction observation services as requested by the City, specifically for the reservoir rehabilitation, including appurtenance upgrades and maintenance painting.

RESERVOIR 6, CITY OF REDMOND, OR; Project Engineer.

Justin is the project engineer and site civil design lead to integrate a new prestressed concrete tank into the site and navigating challenging site drainage and piping requirements. He is the Murraysmith representative during construction, performing construction management and observation services.

0.5 MG ELEVATED STEEL TANK SEISMIC UPGRADE AND COATING, PALATINE HILL WATER DISTRICT, OR; Project Engineer.

Justin assisted with design of the reservoir seismic upgrades improvements. He will also provide technical assistance during construction.

GABBERT RESERVOIR SEISMIC UPGRADES, CITY OF GRESHAM, OR; Staff Engineer.

Justin led the design for rehabilitation of the City's existing welded steel standpipe, as well as site civil design. He performed construction observation, working with the Owner and Contractor to ensure seismic upgrades and maintenance painting success.

ADDITIONAL EXPERIENCE

- **0.8 MG Green Tank Seismic Upgrades**, West Slope Water District, OR
- **2.0 MG Reservoir Improvements & Coating**, City of Veneta, OR
- **Rosemont Reservoir Improvements**, City of West Linn, OR
- **Woodland Water Storage Tank Improvements**, City of Corvallis, OR
- **Bolton Reservoir Replacement**, City of West Linn, OR
- **Sexton Mountain 1.75 MG Standpipe Maintenance Recoating**, City of Beaverton, OR
- **Deer Park Reservoir Rehabilitation**, Clallam County PUD No. 1, WA



YEARS OF EXPERIENCE

9

EDUCATION

- BS, Civil Engineering, Montana State University

REGISTRATION

Professional Engineer - OR & WA

UNIQUE QUALIFICATIONS

- Reservoirs/rehabilitation
- On-site engineering and construction inspections
- Water transmission & distribution system piping
- Pump station design
- Project cost estimating
- Shop drawings & submittals

NICK MCMURTREY, PE

Streets & Stormwater Lead

Nick's experience is multifaceted and originates from a myriad of projects ranging from master planning to site development. His background provides exposure to wastewater collection systems, stormwater conveyances, water supply systems, highways, multi-modal trails, parks and nature centers, municipal, medical, justice, residential, and commercial construction. By "wearing many hats" Nick is capable of relating on various levels to members of the community, other engineers, system operations and maintenance personnel, and administrators.



SELECT PROJECT EXPERIENCE

VILLA ROAD IMPROVEMENTS DESIGN HAWORTH TO CRESTVIEW, CITY OF NEWBERG; Assistant Project Manager. Nick is the assistant project manager and technical lead for this project, coordinating the design with the permitting requirements of the USACE/DSL under SLOPES V. He is designing LIDA stormwater management facilities using continuous hydrologic simulations. This 2,300 urban roadway improvement upgraded a primary collector roadway with no bike lanes, curbs or sidewalks, and poor pavement condition. Project elements included design of travel lanes, bike lanes and sidewalks, signing, striping, lighting, pavement rehabilitation, right-of-way acquisition, utility undergrounding, public involvement, railroad coordination, fish passage, and wetland delineation.

NW JACKSON SCHOOL ROAD, MEEK ROAD AND SCOTCH CHURCH ROAD ROUNDABOUT, WASHINGTON COUNTY; Project Engineer. Nick is the technical lead for this project, and designed LIDA stormwater management facilities meeting CWS requirements and to obtain a USACE/DSL permit under SLOPES V. Nick led the design process for the roadway improvements, four-phase traffic control plan, utility relocations, signing, striping, lighting, and environmental permitting. A roundabout design was provided to alleviate turning movement conflicts

at NW Scotch Church Road and NW Meek Road intersections, and to allow for future traffic growth. Project elements included design of roadway improvements, 4-phase traffic control plan, utility coordination, signing, striping, lighting, an alternatives analysis, public involvement, and wetland delineation.

SE DIVISION STREET RECONSTRUCTION PROJECT, CITY OF PORTLAND; Project Engineer.

This 30-block modification of a major urban collector was undertaken by the City's Bureaus of Transportation and Environmental Services. The existing street was modified to reduce combined sewer overflows through the construction of numerous LIDA facilities, including rain gardens that integrated ADA compliant curb returns within the right-of-way while accommodating truck freight turning movements. Improvements required street, stormwater and sewer design, traffic engineering, environmental documentation, right-of-way and easement acquisition, public involvement, utility coordination and surveying. Nick acted as project engineer and designed the roadway improvements, LIDA facilities and ADA compliant curb returns.

YEARS OF EXPERIENCE

15

EDUCATION

- BS, Civil Engineering, Oregon State University

REGISTRATION

Professional Engineer - OR & WA

PROFESSIONAL ACTIVITIES

- ASCE
- Water for People
- Returned Peace Corps Volunteer (RPCV)

UNIQUE QUALIFICATIONS

- Hydrologic & hydraulic analysis
- Conveyance system design
- Low impact development
- Erosion control
- Hydromodification assessments
- Master planning
- Permit compliance
- Roadway corridor design
- ADA accessibility
- Multi-modal transportation systems
- Utility planning
- Regulatory & permit compliance
- Pavement rehabilitation
- Low impact development

PATRICK DAVIS, EIT

Design / CM

Patrick has worked on the design and implementation of water and wastewater projects in several locations around Oregon and Washington. He has experience designing utility realignments, wastewater pump stations, and various wastewater treatment unit operations. He enjoys working face-to-face with clients to provide the best outcome for all parties, and his amicable demeanor and steadfast attention to detail make him a valuable member of any team.



SELECT PROJECT EXPERIENCE

WASTEWATER TREATMENT PLANT UPGRADES, CITY OF SWEET HOME, OR; *Engineering Designer.*

Patrick has been responsible for the schematic design and documentation of myriad unit operations at the plant including influent pump station rehabilitation, new headworks and primary clarifiers, secondary process upgrades to meet long term discharge limits, new secondary clarifier and RAS/WAS building, conversion to UV disinfection in the existing CCB, plant automation upgrades and new SCADA System, and new solids dewatering facility

DAYTON AVENUE LIFT STATION DESIGN, CITY OF NEWBERG, OR; *Engineering Designer.*

Patrick was integral to a project involving the rehabilitation of a wastewater pump station, which was operating beyond its design life. The final package converted the duplex pump station into a triplex submersible station. Additionally, a vacuum/pressure relief valve manhole was designed and constructed midway along the existing force main to improve operating conditions.

COUNTRY CLUB ROAD - 10TH STREET TO SIX CORNERS, CITY OF LAKE OSWEGO, OR; *Engineering Designer.*

Patrick was responsible for aligning a water main and sanitary sewer within one of the busiest roads in Lake Oswego. The project involved a combination of open cut trench and directional drilling to reduce potential impacts upon a built-out residential neighborhood.

WASTEWATER FACILITIES IMPROVEMENTS, PARKDALE SANITARY DISTRICT, OR; *Engineering Designer.*

This project involved improvements to the collection system and the design and installation of a packaged membrane bio-reactor (MBR) to replace the aging treatment plant. Patrick was responsible for the design of a collection system pump station, an influent pump station (IPS), and the mechanical piping between the IPS, the MBR, and the existing plant.

HWY 99E BLUFF WATERLINE REPLACEMENT, CITY OF OREGON

Engineering Designer. Patrick was involved in a project to replace a critical waterline for the City Oregon City. Over the course of the project, Patrick reviewed construction submittals for compliance with the specs.

FINAL DESIGN OF RESERVOIR 6 AT WELL 7, CITY OF REDMOND, OR; *Engineering Designer.*

Patrick was involved in a project to design and construct a reinforced concrete reservoir for the City of Redmond. Over the course of the project, Patrick reviewed construction submittals for compliance with the specs.

COLUMBIA WATER SUPPLY PROJECT- INTAKE STRUCTURE AND PUMP STATION FACILITY, CITY OF PASCO, WA; *Engineering Designer.*

Patrick was involved in a project to design and construct a drinking water intake pump station for the City of Pasco. Over the course of the project, Patrick reviewed construction submittals for compliance with the specs. He was also involved in a mid-construction site inspection.

YEARS OF EXPERIENCE

3

EDUCATION

- ME, Civil & Environmental Engineering, Portland State University
- BS, Civil Engineering, Oregon State University

REGISTRATION

Engineer-in-Training - OR

UNIQUE QUALIFICATIONS

- Wastewater Pump Station Design
- Gravity Sewer Design
- Force Main Design
- Wastewater Unit Operation Design

JESSICA CAWLEY, EIT

Design / CM

Jessica has experience with municipal and industrial wastewater projects and specializes in regulatory compliance, condition assessments, hydraulic design, and wastewater treatment. Leading the operation of a treatment plant pilot for over a year and a half, Jessica has developed the ability to address and successfully resolve problems that arise with her practical approach.



SELECT PROJECT EXPERIENCE

WWTP IMPROVEMENTS, SWEET HOME, OR; *Engineering Designer.*

Designed the tertiary filter and outfall to remove pump step and save client money on their energy bill while meeting regulatory requirements. Assisted in the design of the headworks, anaerobic digester, dewatering, and UV disinfection system.

WASTEWATER SYSTEM FACILITIES PLAN, SANDY, OR; *Engineering Designer.*

Supported the planning effort for a fast-growing community with increasing rainfall derived infiltration and inflow (RDII). Wastewater system improvements included a beneficial water and biosolids reuse programs, treatment facility upgrades, capacity improvements, storage, and RDII reduction program development. Treatment plant designs included investigations of various treatment technologies and configurations to best meet the needs of the client and community. Biosolids evaluation to determine soil nutrient availability and customer demand. Project also included cost estimating and funding support efforts.

CONDITION ASSESSMENT, PENDLETON, OR; *Engineering Designer.*

Developed cost estimates for various treatment process alternatives to improve operations; designs included a RAS/WAS pump station, chemical storage improvements, site security, and hot water loop performed a temperature compliance evaluation.

HYDRAULIC IMPROVEMENTS, CITY OF RAINIER, OR; *Engineering Designer.*

Analyzed treatment plant design to identify and remedy a hydraulic bottle neck discovered during a large storm event that had resulted in permit violations. Designed a practical retrofit to the tertiary filter to passively convey excess water during storm event to protect effluent water quality until long-term improvements can be evaluated.

PRIMARY SLUDGE HEATING PLAN SET DEVELOPMENT, CLEAN WATER SERVICES; *Engineering Designer.*

Facilitated civil 3D construction plan set development and negotiations with client and CAD team. Design included a tube in tube heat exchanger and optional grinder installation on a primary sludge line.

ALTERNATIVES ANALYSIS, CITY OF BORING, OR; *Engineering Designer.*

Supported the planning effort for a small facility who needed to upgrade their existing facility. Planning efforts included data analysis to develop flows and loads for the community, investigating various treatment technologies, and evaluation of pump-and-treat options. Extensive analysis of the operations and maintenance associated with each alternative was prioritized for the evaluation.

YEARS OF EXPERIENCE

4

EDUCATION

- MS, Civil Engineering, Oregon State University
- BS, Civil Engineering, Oregon State University

REGISTRATION

Engineer-in-Training - OR

UNIQUE QUALIFICATIONS

- Hydraulic modeling
- Wastewater Treatment Design
- Pilot plant - operator experience
- Condition Assessment
- Biosolids reuse program

MAURICIO REAL, PE, PMP

Electrical Engineer

Mauricio is a senior electrical engineer at Murraysmith. He has eight years of experience on electrical installations in various industries, including water and wastewater, pulp & paper, and oil & gas. He has successfully led and managed medium and large E&I projects from concept to implementation.



SELECT PROJECT EXPERIENCE

CONTROLS UPGRADES FOR ANODIC PROTECTION OF DIGESTERS, KAPSTONE PAPER AND PACKAGING; *Lead Electrical Engineer/Project Manager.*

Mauricio served as the lead electrical engineer responsible for minimizing digesters corrosion risks by installing a new control system to replace the existing two Anodic Protection Control Units. Existing digester anodic protection system were installed back in 1990 making the electronics quite outdated. The new control system provided valuable control information to mill operators to maximize operation. The new system secured optimum production with a minimum risk of corrosion; avoided unplanned shutdowns and extra maintenance costs in the future. Also provided the opportunity to run the digesters with high capacity and not lose production due to corrosion issues.

FINE PULP WASHING CONTROLS UPGRADES, KAPSTONE PAPER AND PACKAGING; *Lead Electrical Engineer.*

Mauricio served as the lead electrical engineer responsible for improving management and optimization of process by converting existing panel-mounted hardwired controls into software controls (PLC and DCS system) which included the expansion of existing PLC and DCS infrastructure to accommodate for new I/O points, motor starters conversion to add PLC and DCS controls, add PLC and DCS controls to existing instrumentation, demo of

existing 480V hardwired control stations to connect to 120V PLC control, design of elementary motors control and PLC/DCS racks wiring diagrams to connect instruments and motor starters to assigned I/O points.

SLUDGE DEWATERING PRE-THICKENER SYSTEM UPGRADES, KAPSTONE PAPER AND PACKAGING; *Lead Electrical Engineer.*

As the lead electrical engineer, Mauricio helped reduce maintenance intervention and improve system uptime by replacing existing pre-thickener pumps with trash pumps. Existing pre-thickener pumps were not designated to effectively handle returned effluent sludge. Pump tended to plug periodically with debris chunks found in the effluent sludge, requiring system downtime to clear and/or repair, resulting in accumulation of sludge in both the primary and Secondary Clarifiers. New trash pumps came with motors, bases, and drives and were operated alternately. Pumps controls were tied to PLC and DCS system. As a result, safety and environmental measurements were improved due to projected reduction in operational and maintenance intervention, reduction of sludge pumping issues and exposure to high torque in primary clarifier.

YEARS OF EXPERIENCE

9

EDUCATION

- MS, Electrical Engineering, Portland State University
- BS, Electrical & Electronics Engineering, Oregon State University

REGISTRATION

Professional Engineer - WA, OR, CA, CO, ID, & NV

UNIQUE QUALIFICATIONS

- Motor controls and schematics
- Low and medium voltage power distribution and VFDs
- Industrial instrumentation
- Capital and maintenance projects.
- Panel schedule design, load distribution, UPS, generator and ATS.
- Control panel layout, BOM, P&IDs, PLC and DCS wiring diagrams, cable tray and conduit routing plans.
- NEC, NEMA, API, IEEE, ISA and NF-PA70E
- Lead and mentor professional interns, junior engineers and designers.

BRAD FRAYO

Lead I&C Technologist

Brad's experience includes instrumentation controls planning, design, construction and commissioning on a wide array of wastewater and water facilities, including pump stations, treatment plants and CSO facilities. Brad's very specific concentration has a place in every concentration from water to transportation, and is a vital piece of our team here at Murraysmith.



SELECT PROJECT EXPERIENCE

SCADA MASTER PLAN; CITY OF STANWOOD, WA; *Project Manager.*

Development of a SCADA Master Plan for the City's wastewater SCADA system. This resulted in taking a stand-alone RSView 32 SCADA system and Historian and converting it to a redundant server architecture, utilizing virtualization, and upgrading the system to FactoryTalk SE Network Distributed SCADA System utilizing thin client technology.

PUMP STATION REPLACEMENTS, LAKE WHATCOM WATER AND SEWER DISTRICT, WA; *Project Manager.*

Design pump station replacement for the Strawberry Canyon and Plum Pump Station. The Plum Pump Station has (2) 7.5 HP pumps and the Strawberry Canyon Pump Station has (2) 5 HP pumps. The pumps are controlled via Powerflex variable frequency drives via Ethernet which control the rate of flow from each pump station. The PLC's are tied into a SCADA system remotely via a lease-line telephone to monitor the pump level and alarm systems.

SCADA TELEMETRY UPGRADES; CEDAR RIVER WATER AND SEWER DISTRICT, WA; *Project Manager.*

Provided a turnkey solution for upgrading the district's SCADA and associated telemetry. This included upgrading an antiquated OnSpec SCADA System to the latest version of Wonderware's System Platform. At the remote sites, existing Moscad RTU units utilizing lease-line technology were replaced with Micrologix PLC's and 900 MHz wireless radios.

TELEMETRY AND CONTROL SYSTEM REPLACEMENT, LAKE WHATCOM WATER AND SEWER DISTRICT, WA;

Project Manager. Design, programming, and construction management of a new telemetry system utilizing programmable logic controllers (PLC's) for the control system replacement for the District. The existing control system consisted of a Tone Telemetry Data Acquisition system which referenced data points remotely. This system was upgraded to utilize Allen Bradley MicroLogix PLC's, SLC500 PLC's, as well as upgrading the existing system utilizing General Electric's iFix SCADA software to its latest version. This project brought 30 remote sites online with zero down time for each pump station, lift station, and reservoir.

YEARS OF EXPERIENCE

12

EDUCATION

- BS, Instrumental Controls, Perry Technical Institute

UNIQUE QUALIFICATIONS

- Invensys Wonderware Intouch 2014 R2 Certified Developer
- Invensys Wonderware Application Server 4.0 Certified Developer
- Invensys Wonderware Historian 11.0 Certified Developer

TODD KOTEY, PE

Structural Engineer

Todd has more than 30 years of experience in the analysis, design, and construction management of engineering projects in the fields of transportation, water and wastewater treatment, conveyance, and structural design. Todd is experienced in analysis and design of pipelines, pump stations, pressure reducing stations, sewer interceptors, and potable water pipelines. He is experienced in the dynamic analysis of existing bridges and design of seismic retrofit systems and has provided design and construction management support for numerous public works projects.

Todd's structural experience includes the analysis and design of masonry and timber-framed buildings, reinforced subterranean concrete structures, concrete and steel reservoirs, and multi-span, pre- and post-tensioned prestressed concrete freeway bridges.

KEY PROJECT EXPERIENCE

EAGLE RIVER WASTEWATER TREATMENT FACILITY BLOWER UPGRADE, ANCHORAGE WATER AND WASTEWATER UTILITY, EAGLE RIVER, AK. *Project Manager.*

The design of the blower upgrade at the WWTF. The project involved using BioWin to model the operation of the intended installation of a HST blower. Project involved development of dynamic diurnal air demands, optimized aeration energy by utilizing the newly installed electric actuators and variable speed blower and adding new dissolved oxygen probes and developing aeration demand criteria for the plant operating under alternate process configurations.

ASPLUND WASTEWATER TREATMENT FACILITY UTILIDOR UPGRADE PROJECT, ANCHORAGE WATER AND WASTEWATER UTILITY, ASPLUND, AK.

Project Manager. The design of upgrades to the Asplund WWTF Utilidor to address issues with groundwater intrusion and increase the structural capacity to accommodate external HS20 traffic loading. The project design included the use of hydro-demolition for structural rehabilitation.

FAIR OAKS 40-INCH PIPELINE RELINING PROJECT, SAN JUAN WATER DISTRICT, FOLSOM, CA:

Project Manager A project to remove approximately 11,000 linear feet of existing coal tar enamel and cement mortar lining from the FO-40 pipeline, and reline it with cement mortar lining. The pipeline was originally constructed in 1956, and the majority of the pipe was installed within narrow easements and in backyards of residential properties of Folsom and Orangevale, CA. Accessibility to the pipeline was one of the major challenges. The scope of work included pre-design, cost estimating, constructability review, financial feasibility analysis, final design including plans and specifications, and construction support. The District had limited budget to perform the work. We worked closely with qualified contractors to determine the most cost effective method of completing the project, including identifying the best time to solicit bids. The project is scheduled for construction completion in 2019.



YEARS OF EXPERIENCE

34

EDUCATION

- BS, Civil Engineering, California State University, Sacramento

REGISTRATION

Professional Engineer - CA, OR, NV & AK
Professional Structural Engineer - AK

UNIQUE QUALIFICATIONS

- Reservoirs/rehabilitation
- On-site engineering and construction inspections
- Water transmission & distribution system piping
- Pump station design
- Project cost estimating
- Shop drawings & submittals



Exhibit E

Engineer's Schedule of Rates and Charges

2019 SCHEDULE OF CHARGES
City of Sweet Home Engineer of Record



Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid through December 31, 2019. After this period, the rates are subject to annual inflationary adjustment based on mutual agreement.

Special Rates for Key Staff:

	2019 Hourly Rate
Preston Van Meter (Project Manager)	210
Kyle McTeague (Project Manager)	210

Standard Staff:

	2019 Hourly Rate
Principal Engineer VI	257
Principal Engineer V	248
Principal Engineer IV	238
Principal Engineer III	228
Principal Engineer II	219
Principal Engineer I	211
Professional Engineer IX	202
Engineering Designer IX	194
Professional Engineer VIII	192
Engineering Designer VIII	184
Professional Engineer VII	182
Engineering Designer VII	175
Professional Engineer VI	173
Engineering Designer VI	167
Professional Engineer V	163
Engineering Designer V	156
Professional Engineer IV	153
Engineering Designer IV	153
Professional Engineer III	149
Engineering Designer III	149
Engineering Designer II	137
Engineering Designer I	126
Technician IV	148
Technician III	132
Technician II	114
Technician I	97
Administrative III	105
Administrative II	97
Administrative I	85

Standard Staff:

	2019 Hourly Rate
Construction Manager VIII	216
Construction Manager VII	209
Construction Manager VI	194
Construction Manager V	179
Construction Manager IV	169
Construction Manager III	154
Construction Manager II	143
Construction Manager I	127
Inspector VII	179
Inspector VI	164
Inspector V	149
Inspector IV	138
Inspector III	123
Inspector II	111
Inspector I	95

Project Expenses:

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost, including:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Outside Services:

Outside technical, professional and other services will be invoiced at actual cost plus 10 percent to cover administration and overhead.



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: July 23, 2019	TITLE: Downtown Lounge Public Address System Application	TYPE OF ACTION: — RESOLUTION
SUBMITTED BY: J. Lynn, Chief of Police	ATTACHMENTS: Application-Public Address System and TUAL Application	— MOTION
REVIEWED BY: R. Towry, City Manager		— OTHER
RELEVANT CODE/POLICY: SHMC 9.20.020	TOWARD COUNCIL GOAL: Economic Strength	

PURPOSE OF THIS RCA:

The Downtown Lounge is expanding their service to include an outdoor venue during the Oregon Jamboree weekend. As part of the outdoor venue, a Public Address (PA) Permit has been requested.

BACKGROUND/CONTEXT:

During the first part of July 2019 Katherine Julian, the owner of the Downtown Restaurant and Lounge, submitted the appropriate applications to expand their services during the Oregon Jamboree Weekend. The expanded services will include a fenced outdoor venue on the existing business property that will have alcohol sales, seating and amplified music. The amplified music will be in the form of DJ equipment. This same event had been hosted for the past several years during the Oregon Jamboree.

The applications were reviewed and on July 16th, 2019 members of the Sweet Home Police Department and the Sweet Home Fire and Ambulance District met with Ms. Julian and the former owner, Chad Schuster, who will be helping run the event. A list of requirements was discussed, and Ms. Julian and Mr. Schuster indicated that they would comply with those, just as in previous years.

The application for the PA permit indicates that the music amplification will include a DJ, speakers and amps. The form indicates that the broadcast sound will travel beyond 1000 feet which according to SHMC 9.20.020 will need to be approved by the City Council.

The PA permit also lists the dates and times for amplification of music. The request is for the permit to run from Friday (08/02/19) through Sunday (08/04/19) between the times of 8:00 p.m. and 1:30 a.m. on each night.

Historically, several members of the neighborhood directly north of the business property (1200 Block of Nandina Street) have expressed concerns over the noise level of the event. With these concerns in mind, a PA Permit was issued last year with the stipulation that the sound would not travel further than 1000 feet (thereby not requiring Council approval) and would only be on until midnight during the event. It should be noted that the midnight time restriction was not followed last year, and officers had to respond on two separate occasions to have the music turned down.

THE CHALLENGE/PROBLEM:

The challenge of the request for the PA Permit is associated with blending the interests of the business with those of the surrounding neighborhood.

The business is requesting the PA Permit for an event that only runs three days a year and will play music until 1:30 a.m. The intent of the request is to further promote their business and the event.

Several members of the neighborhood are concerned about the noise level of the event running into the early morning hours. The complaint revolved around the effect on sleep and therefore livability during the weekend of the event.

STAKEHOLDERS:

- City of Sweet Home Citizens – Citizens that live within proximity to the event may have their level of livability affected by the sound amplification coming from the event. Other citizens and community members may benefit from the entertainment offered by the event.
- Downtown Lounge – By allowing the requested times on the PA Permit, the event and business will be enhanced.
- City of Sweet Home Police Staff – The on-duty Supervisor needs a defined time to for the allowed amplification of music to ensure that it is complied with.
- City of Sweet Home City Council –SHMC 9.20.020 dictates that the Council may suspend the 1000-foot limitation and grant a sound amplifying permit.

ISSUES & FINANCIAL IMPACTS:

The City and the Police Department will not be impacted by event. Any issues and potential financial impacts will be associated with the Downtown Restaurant and Lounge and the surrounding neighborhoods.

ELEMENTS OF A STABLE SOLUTION:

The Sweet Home City Council should determine a fair and equitable solution associated with the PA Permit times. The needs of the business and the needs of the surrounding neighborhood have to be considered.

OPTIONS:

1. Approve the requested PA Permit. This would allow for the Downtown Lounge to play amplified music in the outdoor venue from 8:00 p.m. until 1:30 a.m. on Friday (08/02/19), Saturday (08/03/19) and Sunday (08/03/19)
2. Deny the request. This would not allow for the amplification of music at the outdoor event.
3. Amend the requested PA Permit. The City Council can choose to amend the request by adjusting the times permitted on one or all days. Examples could include allowing the amplification of music until 1:30 a.m. on Friday (08/02/19), until 12:00 a.m. on Saturday (08/03/19) and until 10:00 p.m. on Sunday.

RECOMMENDATION:

Staff recommends option #3 which would amend the requested PA Permit. The recommendation would be to allow the PA Permitted times to be from 8:00 p.m. until 12:30 a.m. on Friday (08/02/19), from 8:00 p.m. until 12:30 a.m. on Saturday (08/03/19) and from 8:00 p.m. until 12:00 a.m. on Sunday (08/04/19).



City of Sweet Home
 Police Department
 1950 Main Street
 Sweet Home, OR 97386
 (541) 367-5181 Fax (541) 367-5235
 Email: shpd@ci.sweet-home.or.us

APPLICATION-PUBLIC ADDRESS SYSTEM

Date of Application: July 9, 2019

Name: Julian, Katherine Suzanne
 (Last) (First) (Middle)

Date of Birth: August 19, 1978 Home Phone: (541) 570-8739

Home Address: 42460 Upper Berlin Dr. Lebanon OR 97355

Organization's Name: Downtown Restaurant and Lounge, LLC

Organization's Address: 1234 Main St Sweet Home, OR 97386

Organization's Phone: (541) 818-0447

Local Address of Event: 1234 Main St Sweet Home OR 97386

Nature of Business or Event: Oregon Jamboree Weekend Celebration

Date(s) and Time(s) of Message:	<u>8/2/2019</u>	<u>8:00pm</u>	<u>1:30am</u>
	(Date)	(From)	(To)
	<u>8/3/2019</u>	<u>8:00pm</u>	<u>1:30am</u>
	(Date)	(From)	(To)
	<u>8/4/2019</u>	<u>8:00pm</u>	<u>1:30am</u>
	(Date)	(From)	(To)

Vehicle to be used: N/A
 (Color) (Year) (Make) (License) (State)

Type of Sound Amplification Equipment to be used: Pyle Speakers and Amps, DJ Equipment

Message: The music being turned down to under 1000ft at midnight has a huge impact on business. By the time the Jamboree ends and customers walk over for food and drinks, it only allows for an hour to an hour and a half of music.

Will PA broadcast sound travel beyond 1000 feet? Yes (If yes application must be processed and submitted to the City Council for approval)

Approval Date: _____

By: _____
 Chief of Police

SHPD Case #: 2019-04500



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: July 23, 2019	TITLE: Request to waive the Weddle Bridge Park/Facility Use Fee.	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION
SUBMITTED BY: B. Larsen, Community and Economic Development Director	ATTACHMENTS: NA	<input checked="" type="checkbox"/> MOTION
REVIEWED BY: R. Towry, City Manager		<input type="checkbox"/> OTHER
		<u>NO</u> Roll Call Vote
RELEVANT CODE/POLICY: Resolution #7 for 2019 Fee Schedule	TOWARD COUNCIL GOAL: #3, Essential Services. This is an effort to be a good partner with Sunshine Industries, a local and regional nonprofit organization that serves our community.	

PURPOSE OF THIS RCA:

Sunshine Industries is asking the City Council to waive the Park/Facility Use Processing Fee for a special event permit application they have submitted for an event to be held on Weddle Bridge on August 28, 2019.

BACKGROUND/CONTEXT:

The City charges fees for the exclusive use of City-owned facilities, including Weddle Bridge. The purpose of these fees is to help cover the park maintenance costs and potential repair costs incurred from special events.

Sunshine Industries is a nonprofit organization based in Sweet Home that provides community access and skills training programs for adults with developmental disabilities. The organization also provides janitorial and grounds keeping services for the community.

THE CHALLENGE/PROBLEM:

How do we support our community partner agencies, while still maintaining the facilities we have available for special events?

STAKEHOLDERS:

- City of Sweet Home Residents. Residents pay property taxes for the maintenance of City Parks, including facilities in parks that may be reserved for exclusive use by private organizations or individuals.
- Sweet Home City Council Members. Council members are the voice of the citizens they serve and represent. Each member of this group is interested in the wise use of public funds for maintaining and preserving our park facilities, as well as improving relationships with other agencies in the area that serve the public.
- Sunshine Industries. A nonprofit organization led by individuals in our community that provides Sweet Home residents and others nearby with needed services.
- Citizens served by Sunshine Industries. Some in this group are represented by City Council members, and many are not. However, decisions made on this issue will impact all of them.

ISSUES & FINANCIAL IMPACTS:

Resolution No. 7 for 2019 Exhibit 1 specifies that the fee to use Weddle Bridge for a special event is \$15.00/hour or \$100 maximum, plus a \$100 refundable deposit. The fee for this event would normally be \$200 total, with \$100 refunded after a problem-free event.

ELEMENTS OF A STABLE SOLUTION:

An ideal outcome would be to collect revenue to offset the impact of special events and refundable deposits to ensure user accountability, while at the same time provide assistance to our community partners.

OPTIONS:

1. *Do Nothing.* Charge the appropriate fees as currently set by resolution.
2. *Waive the hourly fee for this event and circumstance only.*
3. *Waive the hourly fee and Refundable Deposit for this event and circumstance only.*

RECOMMENDATION:

Staff recommends option 2, Motion to waive the Park/Facility Use Processing Fee for Weddle Bridge for the event held by Sunshine Industries on August 28, 2019.



Finance Department

To: City Council
 Ray Towry, City Manager

From: Brandon Neish, Finance Director

Subject: Finance Department Monthly Report – June 2019

The Finance Department is responsible for the for the fiscal management of the City of Sweet Home. This includes accounts payable, payroll, general accounting, preparing the annual budget and the city’s annual audit. This department also administers the city’s assessment docket, coordinates employee’s benefits and maintains financial records relating to grants and contracts. The following information represents the department’s activities during the month of **June 2019**.

Accounts Payable:

The Finance Department maintains a weekly schedule for AP disbursements when possible. City departments submit documentation through Springbrook to request payment to vendors. Once the Finance Department has a completed purchase order and invoice/receipt, a check is printed and mailed within seven (7) business days.

For the month of June 2019, 102 checks were printed totaling \$490,061.77. A list of the checks is provided for your review. Below is a list of the checks that were equal to or exceeded \$5,000 and their purpose (if not clear on list).

Check No.	Vendor	Description	Amount
89257	K&R Plumbing Company, Inc.	Lateral work on new Sankey Park restroom	\$7,320.13
89302	Professional Security Alarm	Camera installation – New City Hall	\$5,256.00
89307	Double J Trailers, Inc.	New trailer for PD training gear	\$5,800.00
89308	Hubbard Garage, Inc.	Sergeant’s Vehicle for PD	\$38,992.74

Passports:

Since 2001, the city has been accepting passport applications for the United States Department of State. Travelers can call, stop by city hall or visit the city’s website for information on application requirements.

For the month of June 2019, the city processed 21passports and took 0 passport pictures.

Lien Searches:

The city has various liens that can be applied to properties in Sweet Home. The city can apply a lien for past due utility balances or a property owner can place a lien on their property for improvement assessments per ORS. An internet database maintains a list of these liens and is searchable by title companies for paying off outstanding balances during a sale. Each lien search generates \$25.00 for the city.

For the month of June 2019, 69 lien searches were completed.

Utility Billing:

Utility billing is responsible for the timely reading of water meters in the city and distribution of bills to residents and businesses. The revenue generated from the utility bills covers the costs associated with operating and maintaining the Water Treatment Plant and the Wastewater Treatment Plant as well as the maintenance of the city's distribution and collection systems.

For the month of June 2019, the city processed 187 service requests and saw 20 new customers open accounts in Sweet Home. In total, 44 accounts were opened and 44 were closed. The city processed 3,273 utility billing statements and 998 past due notices. **50 accounts were turned off for non-payment on June 12, 2019.**

Bank Reconciliation

Checks by Date

User: bneish
 Printed: 07/18/2019 - 8:10AM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
89226	6/5/2019	US POSTMASTER		AP		201.24
0	6/7/2019	STANDARD INS. CO.		AP		3,991.25
0	6/7/2019	Vantagepoint Trf. Agents 705507		AP		658.33
0	6/7/2019	Vantagepoint Trf. Agents 108524/10904		AP		25,373.94
0	6/7/2019	NATIONWIDE-PAYROLL DEDUCTIO		AP		850.00
0	6/7/2019	PERS		AP		11,601.77
0	6/7/2019	ASI-PAYROLL DEDUCTIONS		AP		141.27
0	6/7/2019	FIRST INVESTORS - PAYROLL DED		AP		350.00
0	6/7/2019	SWEET HOME POLICE EMPLOYEE!		AP		1,360.00
0	6/7/2019	SWEET HOME COMMUNITY FOUN		AP		224.13
0	6/7/2019	Vantagepoint Trf. Agents 300619		AP		3,420.00
0	6/7/2019	MEDICARE		AP		7,911.14
0	6/7/2019	AFLAC		AP		894.14
0	6/7/2019	OREGON PAYROLL TAXES		AP		18,155.78
0	6/7/2019	FEDERAL PAYROLL TAXES		AP		22,299.80
0	6/7/2019	FICA PAYROLL TAXES		AP		33,069.40
0	6/7/2019	HSA - PAYROLL DEDUCTIONS		AP		650.00
0	6/7/2019	CHILD SUPPORT ACCOUNTING UN		AP		918.00
0	6/7/2019	EBS TRUST		AP		80,115.45
89227	6/7/2019	OREGON AFSCME COUNCIL 75		AP		912.79
89228	6/7/2019	PROFESSIONAL CREDIT SERVICE		AP		783.13
89229	6/7/2019	STEELHEAD STRENGTH & FITNES		AP		652.80
89230	6/7/2019	UNITED WAY		AP		50.00
89231	6/11/2019	ACCELA, INC. #774375		AP		1,617.00
89232	6/11/2019	Albany/Corvallis Lock & Key Service		AP		1,862.00
89233	6/11/2019	ALSCO		AP		257.32
89234	6/11/2019	Amazon Capital Services, Inc.		AP		3,817.27
89235	6/11/2019	AMERICAN LEGAL PUBLISHING C		AP		138.60
89236	6/11/2019	SHAWN ANDERSON		AP		828.98
89237	6/11/2019	RAYMOND ARMSTRONG		AP		19.50
89238	6/11/2019	ASCAP		AP		12.50
89239	6/11/2019	AWE ACQUISITION, INC.		AP		550.00
89240	6/11/2019	ROBERT BARBER		AP		15.79
89241	6/11/2019	BULLARD LAW		AP		393.32
89242	6/11/2019	ATTN: LYNN HUNTER CENTURY 21		AP		113.33
89243	6/11/2019	MARY COEN		AP		134.56
89244	6/11/2019	COMCAST		AP		253.45
89245	6/11/2019	COMCAST BUSINESS		AP		1,492.28
89246	6/11/2019	Correct Equipment, Inc.		AP		3,706.40
89247	6/11/2019	DEMCO		AP		46.40
89248	6/11/2019	Edge Analytical, Inc.		AP		385.00
89249	6/11/2019	FASTENAL COMPANY		AP		130.11
89250	6/11/2019	FEENAUGHTY MACHINERY CO.		AP		22.60
89251	6/11/2019	FERGUSON WATERWORKS #3011 -		AP		3,208.50
89252	6/11/2019	JERRY FISHER		AP		100.00
89253	6/11/2019	Full Source, LLC		AP		440.51

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
89254	6/11/2019	GBC Construction, LLC		AP		110,690.57
89255	6/11/2019	HOY'S TRUE VALUE		AP		521.57
89256	6/11/2019	JUNIOR LIBRARY GUILD		AP		106.55
89257	6/11/2019	K & R PLUMBING COMPANY, INC.		AP		7,320.13
89258	6/11/2019	KENDALL FORD		AP		102.89
89259	6/11/2019	Les Schwab Tire Centers of Portland, In		AP		189.59
89260	6/11/2019	LINN BENTON TRACTOR CO.		AP		278.45
89261	6/11/2019	LINN COUNTY PRINTING & SUPPL		AP		97.40
89262	6/11/2019	Linn County Road Department		AP		35.00
89263	6/11/2019	MAILFINANCE		AP		675.81
89264	6/11/2019	CHAYHOWA MCELHINNY		AP		35.00
89265	6/11/2019	METEREADERS, LLC		AP		1,944.18
89266	6/11/2019	MOONLIGHT BPO, INC.		AP		2,290.07
89267	6/11/2019	NATIONAL PHOTOCOPY CORPORA		AP		41.24
89268	6/11/2019	NET ASSETS		AP		472.00
89269	6/11/2019	NORTHWEST NATURAL		AP		699.13
89270	6/11/2019	OFFICE DEPOT		AP		53.20
89271	6/11/2019	ONE CALL CONCEPTS		AP		56.70
89272	6/11/2019	OREGON CITY COUNTY MANAGEI		AP		390.00
89273	6/11/2019	O'REILLY AUTOMOTIVE, INC.		AP		5.79
89274	6/11/2019	Stanco Manufacturing, Inc.		AP		754.13
89275	6/11/2019	PACIFIC OFFICE AUTOMATION		AP		117.21
89276	6/11/2019	PACIFIC POWER		AP		20,373.04
89277	6/11/2019	DAVID ROBSON		AP		71.12
89278	6/11/2019	SAIF CORPORATION		AP		75.00
89279	6/11/2019	SCOTT EDWARDS ARCHITECTURE		AP		3,024.68
89280	6/11/2019	SENIOR CITIZENS OF SWEET HOM		AP		25,639.00
89281	6/11/2019	STAPLES ADVANTAGE		AP		923.89
89282	6/11/2019	Stepper Consulting, Inc.		AP		5,951.00
89283	6/11/2019	SUNSHINE INDUSTRIES UNLIMITE		AP		1,300.00
89284	6/11/2019	THYSSENKRUPP ELEVATOR CORP.		AP		528.03
89285	6/11/2019	TWGW, INC. NAPA AUTO PARTS		AP		642.45
89286	6/11/2019	UP FOR GRABS, INC.		AP		1,200.00
89287	6/11/2019	VERIZON WIRELESS		AP		1,709.12
89288	6/11/2019	WELLS FARGO FINANCIAL LEASIN		AP		891.93
89289	6/18/2019	AMERICAN LEGAL PUBLISHING C		AP		11.70
89290	6/18/2019	CASCADE COMPUTER MAINTENA		AP		726.00
89291	6/18/2019	CENTURYLINK		AP		1,408.62
89292	6/18/2019	COMCAST		AP		632.52
89293	6/18/2019	COMCAST BUSINESS		AP		864.54
89294	6/18/2019	ELITE PERFORMANCE ACADEMY		AP		52.49
89295	6/18/2019	MELANIE FORD		AP		112.95
89296	6/18/2019	HLK HOLDINGS LLC		AP		210.46
89297	6/18/2019	ICMA		AP		1,002.80
89298	6/18/2019	KEITH MILLER		AP		30.00
89299	6/18/2019	NATIONAL PHOTOCOPY CORPORA		AP		23.70
89300	6/18/2019	NEW ERA		AP		794.48
89301	6/18/2019	PETROCARD		AP		3,195.31
89302	6/18/2019	PROFESSIONAL SECURITY ALARM		AP		5,256.00
89303	6/18/2019	Wells Fargo		AP		35.00
89304	6/18/2019	WELLS FARGO FINANCIAL LEASIN		AP		49.00
89305	6/26/2019	Solid Manufacturing and Supply, Inc.		AP		1,009.00
89306	6/26/2019	JASON VAN ECK		AP		479.96
89307	6/28/2019	Double J Trailers, Inc.		AP		5,800.00
89308	6/28/2019	Hubbard Garage, Inc.		AP		38,992.74
0	6/30/2019	OREGON PAYROLL TAXES		AP		6,038.85

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
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						490,061.77
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Sweet Home Police Department

	06/30/2019	06/30/2018		%
				Change
Call Volume	4060	4658	-598	-12.83%
Cad Calls	8459	8970	-511	-5.70%
Person Crimes Reported	86	90		
Persons Crimes Cleared	56	57		
Property Crimes Reported	185	320	-135	-42.19%
Property Crimes Cleared	43	113		

UPDATES/INFORMATION

On July 12th, 2019 Officer Brian Prather graduated from the Basic Police Academy at the Department of Public Safety and Standards Training in Salem. He has been assigned back on patrol and will be finishing his field training and evaluation over the next month. All three of our new officers are progressing and we are looking forward to great things from them.

The Police Department held the 2nd Annual Cascade K9 Jamboree on July 13 and 14th. Those who attended the K9 Jamboree had a positive and fun time. Many brought their dogs with them and participated in several events that were on site. Unfortunately, attendance wasn't at the level that we had hoped for. In the coming weeks we will be sitting down and discussing how to best proceed with the event in the coming years.

Staff is again reviewing information associated with the use of a certain class of ATV on City owned streets. I anticipate bringing this information and a potential City Ordinance before the City Council for discussion in August.

Sgt. Van Eck has been working closely with Public Works to acquire 6 electronic speed monitoring signs that will be a large part of the downtown traffic management plan. Public Works staff is in the process of working with ODOT on the placement of the signs along Highway 20 (Main Street). Once in place, the signs will provide ample data to assist our Department in finalizing the traffic management plan.

Person Crimes **June-19**

Assault (All)	1
Child Neglect	1
Criminal Homicide	0
Custodial Interference	0
Elder Abuse	0
Harassment	5
Kidnapping	0
Menacing	3
Other Sex Offense	1
Rape	0
Violation Restraining Order	0
Violation Stalking Order	3

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Property Crimes **June-19**

Arson	0
Burglary	4
Criminal Mischief	6
Forgery	2
Fraud	2
Motor Vehicle Theft	0
Recover Stolen Vehicle	0
Reckless Burning	0
Robbery	0
Theft	26

40