



PUBLIC MEETING NOTICE

Aumsville City Council Meeting

In the Community Center and via Zoom Video Conference

Monday, January 8, 2024

AGENDA

1) Call to Order – 7:00 PM

- a) Approve Agenda

2) Presentations, Proclamations, and Visitors

- a) **Public Comment.** Public Comment will be accepted from online attendees at this time. Comments are limited to 5 minutes for comments on items other than Public Hearings listed below. There is a public comment period within each hearing. You may also submit comments by emailing City Administrator Ron Harding at rharding@aumsville.us by noon on January 8, 2024.
- b) **Visitors.** For information about how to attend the meeting online, please call City Hall at 503.749.2030 or email kpizzuto@aumsville.us to request login instructions. Information will also be posted on our website City Council Regular Meeting | City of Aumsville Oregon

3) Consent Agenda (Action)

- a) Minutes from the December 11, 2023 Regular Meeting
- b) Accounts Payable and Payroll Register

4) Public Hearings (None)

5) Old Business (None)

6) New Business

- a) Westech Engineering - Wastewater Treatment Plant 100% Design Proposal
- b) FCS – Wastewater Financial Plan and Rate Forecast Contract Agreement

7) City Administrator Report

- a) Police Department Monthly Report
- b) Public Works Monthly Report

8) Mayor and Councilors Reports

9) Good of the Order (Other business may come before Council at this time)

10) Correspondence

11) Adjournment of Regular Meeting

12) Executive Session



595 Main St. Aumsville, Oregon 97325
(503) 749-2030 • TTY 711 • Fax (503) 749-1852
www.aumsville.us

AUMSVILLE CITY COUNCIL

December 11, 2023 Meeting Minutes

Mayor Angelica Ceja called the meeting to order at 7:01 PM. Present in-person were Mayor Angelica Ceja, Councilors Nico Casarez, Della Seney, Katie Wallace, and Walter Wick. Council present via zoom: Councilor Douglas Cox. Council absent: Scott Lee. Staff present: City Administrator (CA) Ron Harding, Assistant Public Works Director (APWD) Matthew Etzel, Assistant City Administrator (ACA) Kirsti Pizzuto, and Office Assistant Celia Lemhouse. The meeting was video recorded to be released later.

AGENDA APPROVAL: Councilor Casarez moved to approve the agenda as presented. Councilor Seney seconded. Council present voted unanimously to approve the agenda. Agenda approved.

PRESENTATIONS, PROCLAMATIONS, & VISITORS: CA Harding presented checks from the 2023 Corn Festival Proceeds to representatives from the service organizations that helped at this year's Corn Festival. As the service organizations accepted their checks, they expressed their thanks and told Council what the distributions meant to them.

Cascade School District, Aumsville Historic Society, Aumsville Exchange Club, Girl Scout Troop 10770, Girl Scout Troop 11890, Girl Scout Troop 31890, and Marion County Search and Rescue all received checks and presented a summary of how the money will help their organizations. \$18,000 in proceeds from the 2023 Corn Festival were distributed.

Santiam Service Integration Team also received a check but was absent from the council meeting.

PUBLIC COMMENT: None

CONSENT AGENDA: Councilor Seney moved to approve the consent agenda as presented. Councilor Casarez seconded the motion. Council present voted unanimously to approve the agenda. Motion passed.

PUBLIC HEARING:

A) Pacific Corps Franchise Extension Hearing

Mayor Ceja opened the Public Hearing at 7:27 PM.

CA Harding delivered the staff report for the public hearing. CA Harding explained that Council had previously extended the franchise the year prior, but there was no franchise lawyer on staff. The City has acquired a franchise lawyer and is currently in the process of renewing the franchise. CA Harding asked Council to approve the extension to preserve the Franchise through Ordinance 723.

Major Ceja closed the Public Hearing at 7:29 PM.

Major Ceja asked for a motion to approve the extension. Councilor Casarez moved to approve the first reading by title only of Ordinance 723, an ordinance extending the franchise granted to Pacific Corps doing business as Pacific Power via Ordinance 619 declaring an emergency as presented by staff. Councilor Seney seconded the motion. Council present voted unanimously to approve the ordinance. Motion passed.

Councilor Seney moved to approve the second reading by title only of Ordinance 723, an ordinance extending the franchise granted to Pacific Corps doing business as Pacific Power via Ordinance 619 declaring an emergency as presented by staff. Councilor Casarez seconded the motion. Council present voted unanimously. Motion passed.

OLD BUSINESS: None

NEW BUSINESS:

A) Resolution 12-23 Adopting a Specific Policy for System Development Charge Calculations

CA Harding explained the State of Oregon is trying to stimulate new affordable housing. House Bill 2984 is one such bill trying to incentivize redevelopment in the industrial corridor. Cities with populations over 10,000 must adopt a specific policy by December 31 of this year or these cities will be unable to charge system development charges for the redevelopment.

CA Harding urged Council to adopt this specific policy to protect Aumsville's system development charges as much as possible. System development charges help pay for State and Federally mandated infrastructure updates. CA Harding pointed to Council's policy of overall growth should pay for growth.

CA Harding explained cases where the State of Oregon adopted a new bill that reduced the population threshold of a previous bill from 10,000 to 2,500. Cities that did not adopt the previous bills are forced to comply without having the ability keep the benefits. CA Harding stated he felt it was safer to adopt the policy tonight so that Aumsville can maintain its growth should pay for growth policy as a cautionary adoption.

Mayor Ceja asked to clarify that passing this motion would allow Aumsville to keep charging FDCs as if Aumsville gets over a 10,000 population the City would have to absorb those costs and that it doesn't change what the city can charge.

CA Harding confirmed, and stated that it shows that Aumsville has a policy for when development comes into the community, they have to offset the impacts to the system by paying their fair share to the system.

Mayor Ceja asked for a motion. Councilor Casarez moved to approve Resolution 12-23 Adopting a Specific Policy for System Development Charges Calculations in connection with commercial to residential conversions as required by House Bill 2984 as presented by staff. Councilor Wick seconded. Council present voted unanimously to pass the motion. Motion passed.

B) RL Reimers Contract for Water Storage Tank & Pump Station Improvements

APWD Etzel explained the City is still working on getting signatures from contractors and getting a few bond contracts for the water storage tank system contract. Once the City receives those, the contract will be reviewed by Westech and the city will execute the contracts should Council approve.

Councilor Seney motioned to approve the RL Reimers Contract for the Water Storage Tank & Pump Station Project as presented by staff. Councilor Wick seconded the motion. Council present voted unanimously to pass the motion. Motion passed.

C) Utility Rate Study – Recommendation to Award to FCS Group

CA Harding explained that one of the biggest challenges Aumsville has faced was the new wastewater treatment facility. Staff have been able to acquire a little over 16 million dollars of the 28 million dollar project through grants, loan forgiveness, and saved money the City has been able to accumulate. CA Harding continued by saying there is going to be about 11 million dollars of low interest loans the city will have to take on. After the first of the year, the City will have to get one source of funding and, once the project is completed, the current USDA funding will kick in and provide for the long range funding of the project.

CA Harding recommended the City to hire a company that specializes in debt service rate studies for cities and utilities to be able to come to Council and show what a future rate will look like. This would allow for the Council and City to then communicate to the public what the rate increase will look like. CA Harding put out an informal request for proposals. CA Harding stated FCS was one of the companies that responded, and had a good reputation. CA Harding recommended to award a \$22,780 contract to FCS to complete the rate study that would encompass the rate payer study and the long term debt, as well as a comprehensive review of Aumsville's system.

FCS Representative Angela Sanchez was present via zoom to answer questions. FCS Representative Sanchez summarized FCS project proposal of creating a financial plan for the wastewater system and figuring out the best timing when each wastewater obligation comes due, what revenue comes due, and if there needs to be any utility rate adjustments for the community. FCS would leave a financial toolset for the City to monitor the rate path and plan for the future.

CA Harding urged Council to approve the motion as it would be a great communication tool the City could then use to distribute information about the project to the community.

Mayor Ceja summarized her understanding of what CA Harding was asking.

CA Harding confirmed Mayor Ceja's understanding and added it is important to have a group that specializes in it to talk about what a rate increase could look like.

Mayor Ceja asked for a motion. Councilor Casarez moved to approve the FCS Group Utility Rate Forecasting Proposal as presented by staff. Councilor Wick seconded the motion. Council presented voted unanimously to approve the motion. Motion passed.

CITY ADMINISTRATOR REPORT:

CA Harding stated Saturday's Christmas in the Park event went well. CA Harding told Council that the City has received lots of positive feedback that the community had a great time. CA Harding also thanked volunteers for their time.

CA Harding presented the Police Report. CA Harding mentioned there has been an incident at the area schools today. When Aumsville officers were responding, one got into a vehicle accident and one of Aumsville Police Department cars was severely damaged. CA Harding did not believe the officer had any serious injuries, but had not received an update.

since the officer went to get checked out. The schools were dismissed early due to the incident, and it was believed to be a cyber threat that was launched on a lot of schools in the area. It was believed that none of the children were in any danger.

CA Harding continued to the Public Works report detailing how hard the Public Works staff have worked, and how limited the amount of staff Aumsville has. CA Harding explained that Public Works staff worked all week for the Christmas in the Park event and did a great job.

CA Harding moved to the System Development Charge report stating it is required by law to provide Council with a report detailing system development charge funds, what the City has spent throughout the year, and the balances.

CA Harding then introduced a temporary Office Assistant Celia Lemhouse, who is a new staff member. CA Harding then highlighted how good all City staff are doing.. CA Harding pointed to next year with having a Council appreciation potluck at the first meeting of the year with the Planning Commission. CA Harding stated that the City will have big contracts right after the first of the year the State of the City in the second meeting of the year.

MAYOR/COUNCIL REPORTS AND INITIATIVES:

Councilor Seney reported SKATS is meeting in January after holding off adding Aumsville to the metropolitan transportation planning for two months. Councilor Seney stated there were disagreements on SKATS as to how the committee should vote, if it would be changed to populationally weighted or not.

Mayor Ceja said The City of Aumsville prepared and will send in a statement voicing its concerns over a change to weighted voting. Mayor Ceja then stated they will be attending the January SKATS meeting to express support.

Mayor Ceja presented the Mayor Report. Mayor Ceja volunteered at the Exchange Club's event Santa's Gift Shop where over 70 children shopped for presents for their parents. Mayor Ceja was invited to the elementary school to present to 3rd graders on how city government works. Mayor Ceja also helped with the Aumsville Santa visits on Saturday December 9th, and voiced her appreciation for all those involved. Mayor Ceja met with Blazer Industries, one of the biggest employers in town, and spoke about modular housing fund to help with low income housing. Mayor Ceja visited the school and met with the food and nutrition program. Mayor Ceja was enlightened on how much debt affected the community being able to feed children.

Mayor Ceja stated Council will be attending an open house with Congressman Salinas December 19th. Councilor Casarez will also be attending the open house.

Mayor Ceja stated staff put together a wonderful presentation that CA Harding and Major Ceja presented at the State of the Canyon. Mayor Ceja noticed all the cities have similar struggles.

Councilor Seney announced Bethel Baptist is opening the Aumsville Community Food Pantry at Bethel on January 11th at the Bethel Ministry Center, and there will be an open house January 9th from 2-4 PM. Councilor Seney stated there will be a dedication and ribbon cutting ceremony. The food pantry will be open the 2nd and 4th Thursday of every month from 12-4 PM. The food pantry will add more Thursday's once they have enough food.

Mayor Ceja stated the food bank is a community food bank as it took several phone calls, networking, and planning to get it back up and running.

GOOD OF THE ORDER:

Councilor Seney recognized CA Harding and ACA Pizzuto for earning their international city county manager certification and city administrator certification.

CORRESPONDENCE: None

EXECUTIVE SESSION: None

Mayor Ceja adjourned the meeting without prejudice at 7:57 PM.

Angelica Ceja, Mayor

Ron Harding, City Administrator

INTERIM LIEN / CLAIM WAIVER

Project: Aumsville PW Shop 955 Olney St Aumsville, OR 97325
Owner: City of Aumsville 595 Main St Aumsville, OR 97325
Contractor: R.A. Gray Construction LLC PO Box 1000 Sherwood, Oregon 97140

CONDITIONAL RELEASE

The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from City of Aumsville in the sum of \$150,441.05 and when the check has been properly endorsed and has been paid by the Bank upon which it was drawn, this document shall become effective to release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers a progress payment for labor, services, equipment, materials furnished and/or claims through December 31, 2023 only and does not cover any retention or items furnished after that date. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF OREGON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT

(Authorized Corporate Officer/Partner/Owner)

VP

(Title)

UNCONDITIONAL RELEASE

The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of \$742,047.37 for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers all payments for labor services, equipment, materials furnished and/or claims to the above referenced job through November 30, 2023 only and does not cover any retention or items furnished after that date.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

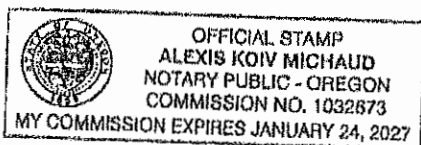
I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF OREGON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

(Authorized Corporate Officer/Partner/Owner)

VP

(Title)

Subscribed and sworn to before me December 28, 2023



Notary Public for Oregon

My Commission expires: 1/24/27

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6
 Application Date : 12/28/23
 To: 12/31/23
 Architect's Project No.:

Invoice #: 2304.06 Contract : 2304- Aumsville PW Shop

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
33	Chain Link Fencing	17,000.00	0.00	0.00	0.00	0.00	0.00%	17,000.00	
34	Site Drainage	57,000.00	32,490.00	18,810.00	0.00	51,300.00	90.00%	5,700.00	
35	Oil Water Seperator - Sewer	29,000.00	20,300.00	5,800.00	0.00	26,100.00	90.00%	2,900.00	
36	Fire Sprinkler	96,000.00	16,000.00	0.00	0.00	16,000.00	16.67%	80,000.00	
37	Plumbing	92,000.00	32,200.00	0.00	0.00	32,200.00	35.00%	59,800.00	
38	HVAC	67,000.00	4,020.00	0.00	0.00	4,020.00	6.00%	62,980.00	
39	Electrical - Fire Alarm	235,000.00	52,287.50	0.00	0.00	52,287.50	22.25%	182,712.50	
Grand Totals		1,874,425.00	781,102.50	158,359.00	0.00	939,461.50	50.12%	934,963.50	46,973.08

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			From Previous Application (D+E)	This Period In Place					
1	Bond	46,325.00	46,325.00	0.00	0.00	46,325.00	100.00%	0.00	
2	Architectural - Structural Engineering	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00%	0.00	
3	Special Inspections	8,500.00	6,800.00	425.00	0.00	7,225.00	85.00%	1,275.00	
4	General Conditions	113,000.00	49,720.00	11,300.00	0.00	61,020.00	54.00%	51,980.00	
5	Excavation	83,000.00	59,760.00	10,790.00	0.00	70,550.00	85.00%	12,450.00	
6	Concrete - Vapor Barrier	62,000.00	57,040.00	0.00	0.00	57,040.00	92.00%	4,960.00	
7	Forms	30,000.00	27,600.00	0.00	0.00	27,600.00	92.00%	2,400.00	
8	Cement Finish	13,000.00	11,960.00	0.00	0.00	11,960.00	92.00%	1,040.00	
9	Rebar	19,000.00	18,050.00	0.00	0.00	18,050.00	95.00%	950.00	
10	Masonry	23,000.00	21,620.00	0.00	0.00	21,620.00	94.00%	1,380.00	
11	Bollards	15,000.00	3,360.00	10,890.00	0.00	14,250.00	95.00%	750.00	
12	Anchor Bolts	6,000.00	5,100.00	0.00	0.00	5,100.00	85.00%	900.00	
13	Steel Building & Metal Panels	395,000.00	276,500.00	59,250.00	0.00	335,750.00	85.00%	59,250.00	
14	Entry Overhang	52,000.00	20,800.00	4,000.00	0.00	24,800.00	47.69%	27,200.00	
15	Steel Building Insulation	58,000.00	0.00	6,380.00	0.00	6,380.00	11.00%	51,620.00	
16	Carpentry	64,000.00	800.00	22,880.00	0.00	23,680.00	37.00%	40,320.00	
17	Wainscote	5,600.00	0.00	0.00	0.00	0.00	0.00%	5,600.00	
18	HM Frames - Doors - Hardware	24,000.00	0.00	4,800.00	0.00	4,800.00	20.00%	19,200.00	
19	Overhead Doors	78,000.00	0.00	0.00	0.00	0.00	0.00%	78,000.00	
20	Windows	3,000.00	1,500.00	0.00	0.00	1,500.00	50.00%	1,500.00	
21	Insulation Office Walls	7,000.00	0.00	0.00	0.00	0.00	0.00%	7,000.00	
22	Sheetrock	29,000.00	0.00	0.00	0.00	0.00	0.00%	29,000.00	
23	Painting	16,000.00	0.00	0.00	0.00	0.00	0.00%	16,000.00	
24	Caulking - Floor Joints	4,500.00	0.00	0.00	0.00	0.00	0.00%	4,500.00	
25	Toilet Accessories - Mirrors	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	
26	Fire Extinguisher	600.00	0.00	0.00	0.00	0.00	0.00%	600.00	
27	Cabinetry	8,200.00	2,870.00	3,034.00	0.00	5,904.00	72.00%	2,296.00	
28	Floor Seafing at Office	2,700.00	0.00	0.00	0.00	0.00	0.00%	2,700.00	
29	Signage - Striping - ADA	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	
30	Paving	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
31	Curbs - Wheel Stops - Paving Prep	15,600.00	0.00	0.00	0.00	0.00	0.00%	15,600.00	
32	Landscape Irrigation Sleeves	3,400.00	0.00	0.00	0.00	0.00	0.00%	3,400.00	

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2304.06

To Owner: City of Aumsville

Project: 2304- Aumsville PW Shop

Application No.: 6 ✓

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

Period To: 12/31/2023

From Contractor: R.A. GRAY CONSTRUCTION
P.O. Box 1000
Sherwood, OR 97140

Contract Date: 5/25/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

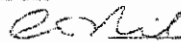
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$1,874,425.00 ✓
2. Net Change By Change Order	\$0.00 ✓
3. Contract Sum To Date	\$1,874,425.00 ✓
4. Total Completed and Stored To Date	\$939,461.50 ✓
5. Retainage:	
a. 5.00% of Completed Work	\$46,973.08 ✓
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$46,973.08 ✓
6. Total Earned Less Retainage	\$892,488.42 ✓
7. Less Previous Certificates For Payments	\$742,047.37 ✓
8. Current Payment Due	\$150,441.05 ✓
9. Balance To Finish, Plus Retainage	\$981,936.58 ✓

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: R.A. GRAY CONSTRUCTION, LLC

By:  Date: 12/28/23

State of: Oregon County of: Washington
Subscribed and sworn to before me this 28th day of December, 2023
Notary Public: Alexis Michaud 
My Commission expires: 1/24/27


ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

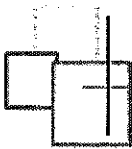
AMOUNT CERTIFIED \$ 150,441.05

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

ARCHITECT:  Date: 1/3/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Payroll Register

City of Aumsville

Fiscal: 2023-24

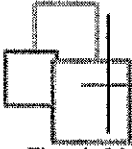
Deposit Period: 2023-24 - December

Check Period: 2023-24 - December - Second Council

Number	Name	Pay Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>Direct Deposit Run - 12/27/2023</u>	Payroll Vendor	12/29/2023	\$42,198.25
<u>EFT 1052024</u>	CIS TRUST	12/29/2023	\$25,300.46
<u>EFT 1122024</u>	PERS	12/29/2023	\$16,110.13
<u>EFT 1152024</u>	AFLAC	12/29/2023	\$188.58
<u>EFT 34225982</u>	EFTPS	12/29/2023	\$15,662.06
<u>EFT 89371227</u>	Oregon Department of Revenue	12/29/2023	\$4,268.88
<u>EFT HSA12292023</u>	HSA Bank	12/29/2023	\$1,365.75
<u>EFT OSGP12292023</u>	VOYA - STATE OF OREGON - LG#:2234	12/29/2023	\$585.00
<u>EFT PFML1312024</u>	OREGON DEPARTMENT OF REVENUE - OPL	12/29/2023	\$3,505.53
<u>EFT STT1312024</u>	OREGON DEPARTMENT OF REVENUE	12/29/2023	\$346.88
<u>EFT V12292023</u>	Valic	12/29/2023	\$25.00
	Total Check		\$109,556.52
	Total 9001000967		\$109,556.52
	Grand Total		\$109,556.52

Amy L. G...

Paul H...



Accounts Payable Register

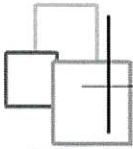
City of Aumsville

Fiscal: 2023-24
Deposit Period: 2023-24 - December
Check Period: 2023-24 - December - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
NOVEMBER 2023 WBF	OREGON DEPARTMENT OF REVENUE	12/27/2023	\$58.38
	Total	Check	\$58.38
	Total	9001000967	\$58.38
	Grand Total		\$58.38

Angie Gou

Ben Hall



Accounts Payable Register

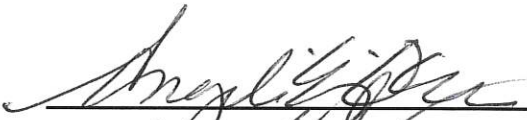
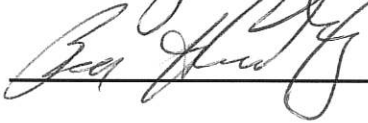
City of Aumsville

Fiscal: 2023-24

Deposit Period: 2023-24 - December

Check Period: 2023-24 - December - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>56557</u>	AIRGAS USA, LLC	12/20/2023	\$169.11
<u>56558</u>	ANGELA ROBINSON	12/20/2023	\$475.28
<u>56559</u>	BIO-MED TESTING SERVICE INC	12/20/2023	\$90.00
<u>56560</u>	BRENDA CAMPBELL	12/20/2023	\$163.30
<u>56561</u>	LANGUAGE LINE SERVICES, INC	12/20/2023	\$13.32
<u>56562</u>	MATTHEW WINANS	12/20/2023	\$167.25
<u>56563</u>	NCL OF WISCONSIN, INC	12/20/2023	\$188.14
<u>56564</u>	OFFICE DEPOT, INC	12/20/2023	\$127.91
<u>56565</u>	ONE CALL CONCEPTS INC	12/20/2023	\$7.00
<u>56566</u>	PACIFIC OFFICE AUTOMATION	12/20/2023	\$290.67
<u>56567</u>	PETROCARD, INC.	12/20/2023	\$371.54
<u>56568</u>	THOMASON FORD, LLC	12/20/2023	\$618.17
<u>56569</u>	TMG SERVICES INC	12/20/2023	\$3,405.16
<u>56570</u>	WATERLAB CORP	12/20/2023	\$676.00
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<u>EFT Payment 12/20/2023 11:33:45 AM - 3</u>	RIVERVIEW COMMUNITY BANK	12/20/2023	\$4,757.97
<u>EFT Payment 12/20/2023 11:33:45 AM - 4</u>	WAVE	12/20/2023	\$9.95
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	Grand Total		\$12,689.81



Payroll Register

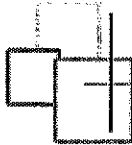
City of Aumsville

Fiscal: 2023-24
Deposit Period: 2023-24 - December
Check Period: 2023-24 - December - First Council

Number	Name	Check Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>Direct Deposit Run - 12/13/2023</u>	Payroll Vendor	12/15/2023	\$42,819.96
<u>EFT 12282023</u>	PERS	12/15/2023	\$16,140.96
<u>EFT 79371214</u>	Oregon Department of Revenue	12/15/2023	\$4,274.08
<u>EFT 91912211</u>	EFTPS	12/15/2023	\$15,756.09
<u>EFT HSA12152023</u>	HSA Bank	12/15/2023	\$1,365.75
<u>EFT OSGP12152023</u>	VOYA - STATE OF OREGON - LG#:2234	12/15/2023	\$585.00
<u>EFT V12152023</u>	Valic	12/15/2023	\$25.00
	Total Check		\$80,966.84
	Total 9001000967		\$80,966.84
	Grand Total		\$80,966.84

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[Handwritten Signature]



Payroll Register

City of Aumsville

Fiscal: 2023-24
Deposit Period: 2023-24 - December
Check Period: 2023-24 - December - First Council

Number	Name	Payment Date	Amount
Riverview Community Bank	9001000967		
Check			
Direct Deposit Run - 12/8/2023	Robinson, Angela M	12/12/2023	\$295.43
EFT 04371211	Oregon Department of Revenue	12/12/2023	\$22.72
EFT 50924071	EFTPS	12/12/2023	\$53.10
	Total	Check	\$371.25
	Total	9001000967	\$371.25
	Grand Total		\$371.25

Angela M. Robinson

Erica H. Hoyer



Accounts Payable Register

City of Aumsville

Fiscal: 2023-24

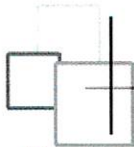
Deposit Period: 2023-24 - December

Check Period: 2023-24 - December - First Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>56540</u>	AIRGAS USA, LLC	12/11/2023	\$1,118.22
<u>56541</u>	AKAR, LLC	12/11/2023	\$3,325.00
<u>56542</u>	AUMSVILLE ACE HARDWARE	12/11/2023	\$55.16
<u>56543</u>	BATTERIES PLUS	12/11/2023	\$147.12
<u>56544</u>	BMS TECHNOLOGIES	12/11/2023	\$2,898.52
<u>56545</u>	Bureau Of Labor And Industries	12/11/2023	\$1,874.43
<u>56546</u>	FERGUSON WATERWORKS #3011	12/11/2023	\$11,220.00
<u>56547</u>	FISHER'S RPM	12/11/2023	\$4,099.73
<u>56548</u>	GROVE, MUELLER & SWANK, PC	12/11/2023	\$5,000.00
<u>56549</u>	MIKE HARBICK	12/11/2023	\$500.00
<u>56550</u>	MOONLIGHT MAINTENANCE	12/11/2023	\$416.00
<u>56551</u>	PETERSON	12/11/2023	\$1,172.58
<u>56552</u>	R. A. GRAY CONSTRUCTION, LLC	12/11/2023	\$202,511.50
<u>56553</u>	R.L. REIMERS COMPANY	12/11/2023	\$11,687.50
<u>56554</u>	STAN BUTTERFIELD P.C.	12/11/2023	\$750.00
<u>56555</u>	WESTECH ENGINEERING INC	12/11/2023	\$33,493.21
<u>56556</u>	WINTERBROOK PLANNING	12/11/2023	\$5,334.30
<u>EFT Payment 12/11/2023 10:48:40 AM - 1</u>	INVOICE CLOUD	12/11/2023	\$205.20
<u>EFT Payment 12/11/2023 10:48:40 AM - 2</u>	PACIFIC POWER	12/11/2023	\$11,280.38
<u>EFT Payment 12/11/2023 10:48:40 AM - 3</u>	REPUBLIC SERVICES #456	12/11/2023	\$60.00
<u>EFT Payment 12/11/2023 10:48:40 AM - 4</u>	VERIZON WIRELESS	12/11/2023	\$38.45
	Total	Check	\$297,187.30
	Total	9001000967	\$297,187.30
	Grand Total		\$297,187.30

Angeli Giron

[Signature]



Accounts Payable Register

City of Aumsville

Fiscal: 2023-24

Deposit Period: 2023-24 - November

Check Period: 2023-24 - November - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>56521</u>	GIRL SCOUTS OF OREGON AND SW WASHINGTON, INC	11/30/2023	Void
<u>56537</u>	GIRL SCOUTS	12/7/2023	\$750.00
<u>56538</u>	GIRL SCOUTS	12/7/2023	\$1,500.00
<u>56539</u>	GIRL SCOUTS	12/7/2023	\$1,000.00
	Total Check		\$3,250.00
	Total 9001000967		\$3,250.00
	Grand Total		\$3,250.00

Ray Arroyo

Colleen Seney



595 Main St. Aumsville, Oregon 97325
(503) 749-2030 • TTY 711 • Fax (503) 749-1852
www.aumsville.us

STAFF REPORT

DATE: January 8, 2024
TO: Aumsville City Council
FROM: Matthew Etzel, Assistant Public Works Director
SUBJECT: Westech Wastewater Treatment Plant Final Design & Engineering Services Proposal

BACKGROUND

The Wastewater Treatment Plant Project is one Council and Staff have been working on for several years. Last year in 2023 Council approved a preliminary design completed by Westech Engineering, the City of Aumsville's Engineer of Record. This report was reviewed and approved by DEQ in late 2023.

City Staff and Westech Engineering have met with the funding agencies for this project and discussed requirements that are out of our normal contracting and engineering scopes that will apply to this project. Westech Engineering used those meetings to develop what we think is a detailed proposal for the work that will need to be done to put this project out to bid for construction.

CURRENT SITUATION

It is a substantial amount of work to complete the design and bidding documents for the wastewater treatment plant construction and bio-solids removal. As you can see from the timeline in the proposal, this work will take a little less than 2 years to complete. It is important that we continue to move this project forward as we have deadlines in our compliance schedule that call for a completed design by October 1st, 2025. We also have deadlines in our funding packages along with grants we have received specifically for this design work.

This will be funded partially by the Marion County ARPA Grant we received for design and engineering in the amount of one million dollars. Additional funds required will be from the Engineering and Project Services Funds.

Several things are new to this project that you will see in the proposal. These items include Build American Buy American (BABA) requirements. These requirements are so new that there is not yet an approved guideline to use. We are told by federal funding agencies that these requirements will mirror the American Iron and Steel requirements but for all components of the project, including electrical and automation equipment. Since there is no guideline for these requirements and our project will likely be one of the first in Oregon, requests for waivers for some of these requirements on items like programmable logic controllers (PLC) or variable frequency drives (VFD) that are not made in America will be billed separately under our Engineer of Record contract.

Westech will also need to update the City Engineering contract to be compatible with the one required of the federal funding agencies and that is the EJCDC contract. Also, before any more engineering work is

done on the actual treatment basins, Westech and the City will need to prepare a request for proposals for the sequencing batch reactor (SBR) equipment so the design can be completed. Each SBR manufacturer does things a little differently, and the system Westech is proposing has some unique characteristics that will need to be designed into the project.

Once this part of the project is complete, the City will have two sets of bidding documents. One set will be for the construction of the SBR and all of the wastewater treatment plant construction. The second will be for the removal of the bio-solids that have accumulated over the life of the lagoons.

Like the water project, we will have TAG, our Integrator of Record, perform and complete all the integration and programming for this project. The SBRs will come with a program and system to run that operation and Westech will work closely with TAG to make sure all connections and communication can be made from the new SBR, DAFT, reuse pumping, chlorination, and dechlorination building and existing wastewater and water infrastructure that are currently tied to our existing telemetry program. This work will be done as a separate task order once the final design is complete.

The bio-solids removal will need to be done by a specialized contractor near the completion of the wastewater treatment plant construction. This design work will require sampling of the bio-solids which will determine where the bio-solids can be taken (like a farmer's field or a landfill), what sort of screening or thickening may need to be done, and an operations plan for when this work is to be done if the existing lagoons are still in operation when this work begins.

RECOMMENDATION

Approve the Westech Wastewater Treatment Plant Final Design and Engineering Services Proposal with a not-to-exceed amount of \$980,000.

COUNCIL OPTIONS

1. Move to approve the Westech Wastewater Treatment Plant Final Design and Engineering Services Proposal with a not-to-exceed amount of \$980,000 as presented by staff
2. Move to approve the Westech Wastewater Treatment Plant Final Design and Engineering Services Proposal with a not-to-exceed amount of \$980,000 as amended by ...
3. Remand back to staff to provide additional research or modification.

December 12, 2023

Mr. Matthew Etzel
Aumsville Public Works
595 Main Street
Aumsville, Oregon 97325

RE: Wastewater Treatment Plant Final Design – Engineering Services Proposal
JO 2599.3210.0

Dear Matt:

Westech Engineering is pleased to offer to provide the City with the engineering services needed for the wastewater treatment plant improvements project. The remainder of this letter proposal is divided into the following sections:

- Background Information/Project Understanding
- Summary of Previous Work
- Special Considerations
- Project Team
- Scope of Work
- Project Schedule
- Fee Schedule
- Assumptions and Exclusions

Short discussions on these matters follow.

BACKGROUND INFORMATION/PROJECT UNDERSTANDING

The City operates the wastewater utility under a National Pollutant Discharge Elimination System (NPDES) permit that is issued by the Oregon Department of Environmental Quality (DEQ). The permit was most recently renewed in October of 2021 and included a new limit for effluent ammonia. The City's existing treatment system is currently unable to consistently meet the new effluent ammonia limit. As a result, the City will periodically violate the new limit without improvements to the system. The City completed a wastewater system facilities plan in 2022 that recommended a major upgrade to the wastewater treatment plant. The goal of this project is to make the needed improvements to comply with the new ammonia limit and address several other shortcomings that were identified as part of the facilities planning process. Once completed, the new treatment system will serve the City for a minimum of 20 years. This is a major project for the City that will require a significant funding commitment as well as the completion of a significant amount of planning and design work in the coming years. Recognizing that it will take the City some time to make the needed improvements, the DEQ included a compliance schedule in the NPDES permit. The compliance schedule lists a number of milestones with due dates that the City must achieve to reach compliance with the new ammonia limit. The next milestone is the preparation of final design plans and specifications by no later than October 1, 2025. The intent of the work proposed in this proposal is to produce the final design documents in accordance with DEQ requirements and submit them to DEQ the prior to the October 1, 2025 deadline.

The proposed treatment system upgrades consisting of the following components. These improvements are described in greater detail in the Preliminary Design Report dated December 4, 2023

- A new pipeline from the existing Main Pump Station to the new headworks structure.
- A new elevated headworks structure with screening and flow measurement.

- Two new SBR basins and blower building for the aeration blowers.
- New equalization basin downstream of the SBR basins.
- New chlorine contact chamber.
- New chlorination and dechlorination feed equipment
- New packaged DAF clarifier for polishing the water stored in the lagoons during the winter months.
- A new effluent/irrigation pump station.
- A new DAF/chemical feed building to house the DAF clarifier and the chlorination and dichlorination equipment.
- Removal of the biosolids from the existing lagoons.
- Two new aerobic digester tanks for waste sludge digestion.
- Convert lagoon cell 1 into a sludge storage lagoon and construct new transfer piping.
- Convert lagoon cells 2 – 4 into effluent storage lagoons and construct new transfer piping.
- A new storage building at the WWTP site.

The recommended improvements described in the facilities plan also include the following elements. But, to simplify funding for the project, these elements will not be included in the project at this time. That said, these project elements will eventually be needed and the City will need to construct these improvements as future projects.

- Expansion of the effluent reuse system.

In addition to meeting the compliance schedule in the City's NPDES permit, the proposed final design work effort will result and plans and specifications that are ready for procurement of a construction contract through a public bidding process. We anticipate the project will include two bid packages. The first is the construction of the treatment plant improvements, the second is for the biosolids removal from the existing lagoons. Biosolids removal is a specialized process that is typically performed by a few specialized contractors around the country. Therefore, it makes sense to separate the biosolids removal from the larger construction project.

SUMMARY OF PREVIOUS WORK

The City has been aware of the need for this project for some time and has been working diligently to keep the project moving forward. To date, the following work has been completed.

- A new wastewater system facilities plan was completed in 2022.
- A topographic survey of the site was completed in 2022.
- Preliminary geotechnical investigations were completed in 2021.
- A preliminary engineering report in accordance with USDA Rural Development guidelines was completed in early 2023.
- An environmental report in accordance with USDA Rural Development guidelines was completed in early 2023.
- The City started working on a funding assistance application to the USDA Rural Development program in 2022.
- The City completed a preliminary design report in late 2023.
- The City completed a structural evaluation of the existing Beaver Creek Bridge in November of 2023. This evaluation showed that the existing bridge is sufficient to support the anticipated heavy equipment needed for construction of the proposed improvements.

SPECIAL CONSIDERATIONS

While the final design for the proposed improvements is straightforward in many respects, there are several items that warrant special consideration to help ensure that the project is successful. Examples of items that deserve additional attention include the following.

- **Funding Agency Coordination.** It is anticipated that the project will be funded with grants and loans from the USDA Rural Development Agency and the Oregon DEQ. These funding programs require the City to prepare various reports, attend periodic meetings, and respond to questions and inquiries from funding agency personnel. For this proposal we have assumed that City Staff will manage the grant and loan program on a day to day basis. Therefore, funding program management is not included in our scope of services. However, the City will likely rely on Westech periodically to provide technical information in order to respond to various inquiries from funding agency staff. Therefore, we have included some budget to assist the City periodic technical questions related to the various funding agency requests.
- **BABA Compliance.** The anticipated funding programs require compliance with the Build American Buy American Act (BABA) which requires all construction materials to be domestically produced. This is a new requirement in the industry that creates a number of challenges. It is unlikely that many of the materials needed for this project are domestically produced. For example, the project will include programmable controllers and other electrical and control equipment that is not manufactured in the United States. We understand the City will need to obtain waivers from the funding agencies in order to utilize non-domestically made products. We also understand that the funding agencies will grant waivers for materials when no suitable US-made products are available. However, we have never completed the waiver process and are unable to estimate the work effort required to obtain these waivers. For this reason, we are proposing to complete all waiver applications as an additional service on a time and materials basis. In addition to the preparation of waiver applications, we will also need to review all products specified for the project in order to determine if they comply with BABA. This is not something we would normally do for a typical project constructed using City funds. Therefore, we have added budget in our proposed fee accordingly.
- **Major Equipment Procurement.** The proposed improvements include proprietary treatment equipment for the sequencing batch reactor (SBR), and the dissolved air floatation (DAF) clarifier. These equipment systems are manufactured products that will be furnished by equipment supply companies and installed by the general contractor in the field. There are several different equipment supply companies that manufacture similar products. However, each company has different requirements. For example, there are about six SBR equipment manufacturing companies in the US market. Each of these companies manufacture an equipment system for their proprietary version of the SBR process. Each equipment system has different requirements for the SBR basin shape, water depth, aeration requirements, and piping. These companies only sell the mechanical equipment that is installed in the SBR tankage. The SBR tankage is designed by the City's Engineer and constructed by the general contractor. The design for the SBR tankage is based on recommendations from the equipment manufacturing company. It is not possible to install one company's equipment in tankage that is designed around another company's SBR system. Therefore, as designers, we must know which company we are designing around before the design can be completed. As such, our proposed scope of work includes a pre-selection process for the major equipment. We will prepare proposal requests that will be publicly

advertised, receive proposals on the City’s behalf, analyze the proposals, and work with the City to select the major equipment vendors. This process will result in a contracts between the City and the selected equipment suppliers that identify the scope and cost of the equipment package. This contract will eventually be assigned to the general contractor who will take delivery of, pay for, and install the equipment.

- **Engineering Contract.** As noted above the project is anticipated to be funded with funds from the USDA Rural Development Agency. This agency requires that the contract between the engineer and the City be based on a contract published by the Engineer’s Joint Contract Documents Committee (EJCDC). Therefore, a separate contract for this work will be needed. Upon the City’s acceptance of this proposal, we will prepare the engineering contract based on the standard contract published by the EJCDC. We will work with the City and USDA to revise the contract as needed until finalized.
- **SCADA Integration.** The project will include a number of new processes with instrumentation and PLCs that should be integrated into the City’s existing SCADA system for remote monitoring. This proposal is based on the assumption that the City will issue a separate task order with City’s integrator of record (The Automation Group) to perform this integration work. Therefore, we have not included SCADA integration in our scope of services. However, our scope of work does include coordinating with the City’s integrator of record to define their scope of services needed for the project and ensure coordination with the overall project design.

PROJECT TEAM

To provide the engineering services for this project, Westech has assembled a team of subconsultants that will work under our supervision. The team members along with their respective area of responsibility are listed in Table 1.

Table 1: Proposed Project Team	
Team Member	Area of Responsibility
Westech Engineering	Overall Project Management, Civil Engineering
Barker Surveying Company	Topographic Survey
Central Geotechnical Services	Geotechnical Explorations and Engineering
MSC Engineers	Structural Engineering
Landis Consulting	Electrical Engineering
MFIA	Mechanical Engineering

SCOPE OF WORK

Our proposed scope of work to complete the engineering services for this project includes the tasks and deliverables listed in the following Table 2. Please note that the scope of work proposed herein only includes services during the design and bidding phases of the project. Our proposed scope of work does not include services during the construction phase. Construction phase services will be performed under a separate work effort for which we will submit a separate proposal.

Table 2: Proposed Scope of Work	
Task 1: Project Management	
Task 1.1	Prepare EJCDC Contract for Engineering Services
Task 1.2	Manage Subconsultants
Task 1.3	Miscellaneous Design Team Meetings
Task 1.4	In-house Project Management / Billings
Task 1.5	QA/QC Review
	<i>Task 1 Deliverables</i>
	<ul style="list-style-type: none"> • <i>Monthly invoices</i>
Task 2: Major Equipment Procurement	
Task 2.1	Prepare RFPs for SBR Equipment and DAF Equipment
Task 2.2	Advertise the RFPs. City to pay advertising fees
Task 2.3	Review RFPs and work with the City to select the successful suppliers
Task 2.4	Prepare contracts between equipment suppliers and the City
	<i>Task 2 Deliverables</i>
	<ul style="list-style-type: none"> • Draft and Final RFPs for SBR and DAF Equipment • Recommendation to award contracts • Contracts between City and equipment suppliers
Task 3: BABA Waiver Needs Review	
Task 3.1	Develop list of all materials and equipment required for the project.
Task 3.2	Identify materials and equipment that are not manufactured in the United States and for which waivers will be required (see Task 8 below).
	<i>Task 3 Deliverables</i>
	<ul style="list-style-type: none"> • <i>List of BABA Waiver Needs</i>
Task 4: 50% Design	
Task 4.1	Perform geotechnical explorations and topographic survey
Task 4.2	Prepare 50% plans and submit to the City for review.
Task 4.3	Prepare 50% cost estimate
Task 4.4	Perform lagoon sludge inventory to determine and map sludge depths in the existing lagoons.
Task 4.5	Collect sludge samples and send to lab to test for fecal coliform, metal toxicity, semi-volatile and volatile organics, nutrients, total solids, volatile solids, and vector attraction.
	<i>Task 4 Deliverables</i>
	<ul style="list-style-type: none"> • <i>Geotechnical Report</i> • <i>Lagoon Sludge Inventory</i> • <i>Lagoon Sludge Laboratory Results</i> • <i>50% plans and construction cost estimate (5 hard copies and electronic copies in PDF format)</i>
Task 5: 90% Design	
Task 5.1	Treatment Plant Improvements Bid Package - Prepare 90% plans, specifications, and engineer's construction cost estimate. Submit to City for Review
Task 5.2	Biosolids Removal Bid Package – Prepare Draft RFP and Submit to City for Review.
	<i>Task 5 Deliverables</i>
	<ul style="list-style-type: none"> • <i>Treatment Plant Improvements Bid Package - 90% plans, specifications, and construction cost estimate for (5 hard copies and electronic copies in PDF format)</i> • <i>Biosolids Removal Bid Package – Draft RFP (5 hard copies and electronic copy in PDF format)</i>
Task 6: Final Plans	
Task 6.1	Revise Design based on comments from the City for both the treatment plant improvement bid package and the biosolids removal bid package. Provide final plans, specifications, and engineer's construction cost estimate suitable for bidding

Table 2: Proposed Scope of Work	
Task 6.2	Submit plans to Marion County for building permit plan review. Make any revisions needed to address review comments
Task 6.3	Submit plans to the Oregon DEQ for plan review. Make any revisions needed to address review comments
Task 6.4	Submit plans to the USDA Rural Development Agency for plan review. Make any revisions need to address review comments.
<p><i>Task 6 Deliverables</i></p> <ul style="list-style-type: none"> • <i>Treatment Plant Improvement Bid Package - Final Bid-ready plans, specifications, and construction cost estimate (PDF format and one reproducible hard copy)</i> • <i>Biosolids Removal Bid Package – Final RFP ready for advertisement. (PDF format and one reproducible hard copy)</i> 	
Task 7: Bidding Services (Both Bid Packages)	
Task 7.1	Advertise the project for bids (City to pay advertising costs) and producing and distributing contract documents to plan centers and prospective bidders
Task 7.2	Answer questions from suppliers and contractors, issuing clarifications and addenda as appropriate.
Task 7.3	Conducting a pre-bid walkthrough meeting onsite for prospective bidders.
Task 7.4	Open and analyze bids. Tabulate bid results and make recommendations for award to the City.
<p><i>Task 7 Deliverables</i></p> <ul style="list-style-type: none"> • <i>Addenda, bid tabulations, recommendation to award</i> 	
Task 8: BABA Waivers	
Task 8.1	Prepare BABA waiver applications for materials and equipment identified under Task 3
Task 8.2	Submit BABA waiver applications to USDA and respond to questions and any request for additional information
<p><i>Task 8 Deliverables</i></p> <ul style="list-style-type: none"> • <i>BABA waiver applications</i> 	

PROJECT SCHEDULE

Assuming that we are authorized to proceed with the work described herein, by no later than January 31, 2024 we anticipate the work will generally proceed along the following schedule.

Table 3: Proposed Project Schedule	
Milestone	Completion Date
Obtain USDA Approval of Contract for Engineering Services	February 29, 2024
Complete Proposal Requests for Major Equipment Items	March 29, 2024
Obtain USDA Approval of Proposal Requests for Major Equipment Items	April 26, 2024
Receive Proposals for Major Equipment Items	May 31, 2024
Select Major Equipment Items and Complete Contracts	June 28, 2024
Complete 50% Design Deliverables	November 29, 2024
Receive Review Comments for 50% Design Deliverables	January 3, 2025
Complete 90% Design Deliverables	May 30, 2025
Receive Review Comments for 90% Deliverables	July 31, 2025
Complete Final Plans	September 26, 2025

FEE SCHEDULE

Westech Engineering proposes to provide the services as outlined above for Tasks 1 through 7 which include the preparation of bidding documents for the treatment plant improvements, the preparation of an RFP for the biosolids removal work, bidding services for the treatment plant improvements, and services during the RFP process for the biosolids removal work on a time a materials basis with total fees not to exceed **\$980,000**.

Westech Engineering proposes to provide the services for Task 8 which includes the preparation and submittal of BABA waiver applications on a time and materials basis. At this time we do not know how many waiver applications will need to be prepared and how much work will be required to obtain each waiver. Therefore, we are not able to estimate the work hours required for this task and an associated not to exceed fee amount. Therefore, we are proposing to perform this work on an hourly basis for the actual work performed. Separate invoices for this work task will be submitted to enable the City to track the costs separately from the bulk of the design work.

The fee estimate is based on the project understanding and scope of work described above. Major changes to any of these items may result in the need for fee adjustments.

ASSUMPTIONS AND EXCLUSIONS

Our proposed scope of work and fee estimate are based on the following assumptions.

1. The project will not include any restrooms in any of the proposed buildings.
2. The project will not include a new lab building or laboratory within one of the proposed new buildings.
3. The improvements will not be designed with provisions for ADA access to the treatment plant tankage. The blower building and DAF building will be designed for ADA access. But, the DAF clarifier tank and DAF equipment skid inside the building will not be designed for ADA access.
4. All buildings can be designed with conventional shallow foundations and will not require deep foundation systems like pile foundations.

Not included in our scope are the following services.

- Agency review fees
- Preparation of legal descriptions
- Easement and/or ROW negotiations.
- Construction Services
- Landscape or irrigation design
- Sewer or Storm TV Inspection
- Cultural, Wetlands, or T&E Species Investigations
- Vacuum excavation or potholing for design verification
- Traffic Engineering
- SCADA Integration
- Public Presentations
- Land Use Applications
- Flood Studies
- Floodplain Development Permit Applications

Any of the above services can be provided on a time and material basis as needed and requested, or we can assist the City with these additional tasks only to the extent requested or required by the City.

As noted above, the USDA Rural Development Agency requires the use of the EJCDC E-500 contract for engineering services. Therefore, upon receipt of approval of this proposal, Westech will prepare the EJCDC E-500

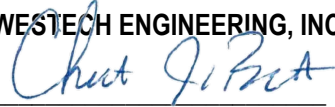
December 12, 2023
Matthew Etzel
City of Aumsville
Page 8

contract for this project. In addition to review by the City, the contract will also need to be reviewed by the USDA. Westech hereby agrees not to proceed with any work described or send any invoices to the City for work described herein until the engineering contract has been signed and approved by the City and the USDA.

We appreciate the opportunity to present this engineering services proposal to the City. We look forward to working with the City on this important project. If you have any questions or require any additional information, please do not hesitate to contact us at (503) 585-2474.

Sincerely,

WESTECH ENGINEERING, INC.



Christopher J. Brugato, P.E.

cjb

CONTRACT AGREEMENT

BETWEEN

**FINANCIAL CONSULTING
SOLUTIONS GROUP, INC.**

Redmond Town Center
7525 – 166th Ave. NE, Suite D-215
Redmond, Washington 98052

AND

CITY OF AUMSVILLE

595 Main Street
Aumsville, OR 97325

PROJECT: Wastewater Financial Plan and Rate Forecast

THIS AGREEMENT combines all understandings between the Parties regarding professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements, or understandings, whether written or oral.

The performance of the professional services herein described and authorized by **City of Aumsville**, as well as payment for such services, shall be in accordance with the terms and conditions presented in this Agreement and the following Sections and Exhibits which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section I - Relationship of the Parties**
- Section II - Contract Provisions**
- Exhibit A - Scope of Work and Task Plan**
- Exhibit B - Fee Schedule**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 20_____.

APPROVED:

**FINANCIAL CONSULTING
SOLUTIONS GROUP, INC.**

APPROVED:

CITY OF AUMSVILLE

Angie Sanchez Virnoche
Principal

Date: _____

Ron Harding
City Administrator

Date: _____

SECTION I: RELATIONSHIP OF THE PARTIES

City of Aumsville ("Client"), desires to complete a Wastewater Financial Plan and Rate Forecast ("Project"). In furtherance of the Project, the Client hereby contracts with **Financial Consulting Solutions Group, Inc.** ("FCS GROUP") to perform the professional services described in Exhibit A of this Agreement. All services shall be performed under the joint supervision of the Client's Representative, **Ron Harding**, City Administrator, or a designee or designees identified in writing to FCS GROUP by the Client's Representative.

This Agreement shall inure to the benefit of and be binding upon successors, assigns, and legal representatives of each of the Parties hereto. Any assignment or transfer of an interest in this Agreement by either Party without the written consent of the other shall be void.

SECTION II: CONTRACT PROVISIONS

1. Scope of Work: FCS GROUP shall perform the service for the Client as defined in Exhibit A of this Agreement.

2. Contract Term:

Notice to Proceed: Upon signature of Contract Agreement by both parties

Contract Term: Contract shall expire on September 1, 2024 - Contract shall expire on said date unless mutually extended in writing by the parties.

FCS GROUP agrees to perform the work described in the Scope of Work within the contract term specified. Any delays shall be agreed upon by FCS GROUP and Client prior to the due date. Changes in the schedule caused by Client delays may require additional compensation and a change order.

If FCS GROUP is delayed in the performance of services by conditions which are beyond their control, or by a change in the scope of work, the schedule showing the time of performance may be revised. Any revision thereto shall be submitted in writing to the Client for review and approval by the Client Representative. If FCS GROUP's services are temporarily suspended by the Client in the interest of the Project and with written notice to FCS GROUP, and the suspensions last longer than 90 consecutive days, FCS GROUP shall be compensated for any additional labor and direct expenses incurred due to the interruption and resumption of services.

3. Payment: FCS GROUP will be paid by the Client under the following terms:

Time and Materials: FCS GROUP will be paid by Client on a time and materials basis in accordance with the standard billing rates attached hereto as Exhibit B. Direct expenses will be charged as identified in Exhibit B. FCS GROUP agrees to perform the services as set forth in Exhibit A at a cost not to exceed **\$23,080 (twenty-three thousand and eighty dollars)**. It is understood that FCS GROUP will not exceed this amount without Client's prior written authorization. Should the Client desire to initiate the Optional Task, written authorization will be requested. FCS GROUP agrees to perform all services set forth in Exhibit A at a cost not to exceed an amount equal to **\$27,765 (twenty-seven thousand, seven hundred and sixty-five dollars)**. FCS GROUP's standard billing rates as set forth in Exhibit B multiplied by the actual hours worked in the period.

Should any unforeseen project delays, not caused by FCS GROUP, and/or any requested amendments to the original scope of work, cause this contract to extend more than 90 days past the original contracted schedule date, any work and/or amendments to the work shall be billed at the standard billing rates in effect for the period of time the work is being performed. If said change in billing rates will cause the project to exceed the amount stated in the preceding paragraph, a change order will be prepared and signed by both parties.

FCS GROUP will invoice Client monthly, and payment shall be made within 30 days of receipt of invoice.

4. Supplemental Agreements: Supplemental Agreements may be entered into upon mutual written agreement that would increase or decrease the scope and associated costs and payment.

5. Work to be Accomplished: All work accomplished will be performed under the direction of the Client Representative or his/her Designee.

6. Termination: This contract may be terminated by the Client by giving FCS GROUP written notice of such termination no fewer than fifteen (15) days in advance of the effective date of said termination. FCS GROUP shall be entitled to terminate this agreement only in the case of a material breach by the Client, and upon failure of the Client to remedy said breach within fifteen (15) days of said notice. In the event that the contract is terminated before completion, FCS GROUP shall be paid for the services to date on the basis set forth in Paragraph 3, plus 10% of the total compensation earned to time of termination to compensate for FCS GROUP's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination. The Client shall notify FCS of termination or abandonment in writing.

FCS GROUP shall remedy any breach of this Agreement within the shortest reasonable time (not more than thirty (30) days) after FCS GROUP has actual notice of the breach, Client notifies FCS GROUP of the breach, or thirty days whichever is earlier. If FCS GROUP fails to timely remedy a breach consistent with this paragraph, Client may terminate that part of the Agreement affected by the breach upon written notice to FCS GROUP, may obtain substitute services in a reasonable manner and may recover from FCS GROUP the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

If the breach is material and FCS GROUP fails to remedy the breach in accordance with this paragraph, Client may declare FCS GROUP in default and pursue any remedy available for a default.

Notwithstanding the foregoing, Client may immediately declare FCS GROUP to be in default via written notice if any of the following occur: (A) Client reasonably believes that any FCS GROUP acts or omissions in connection with this Agreement have placed, or are likely to place, a Client agent, officer, elected official, employee, contractor, or volunteer, a member of the public, or a FCS GROUP agent, employee, or subcontractor in physical danger or the threat of harm; (B) FCS GROUP declares bankruptcy or is otherwise merged, acquired, or dissolved; or (C) FCS GROUP becomes involved with litigation or any dispute resolution which may reasonably be expected to materially adversely affect FCS GROUP's ability to perform the services under this Agreement.

Pending a decision to terminate all or part of this Agreement, Client unilaterally may order FCS GROUP to suspend all or part of the services under this Agreement. If Client terminates all or part of the Agreement pursuant to this paragraph, FCS GROUP shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after Client ordered suspension of those services. If Client suspends certain services under this Agreement and later orders FCS GROUP to resume those services, FCS GROUP shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

To recover amounts due under this paragraph, Client may withhold from any amounts owed by Client to FCS GROUP, including but not limited to, amounts owed under this or any other Agreement between FCS GROUP and Client.

7. Indemnity and Insurance: FCS GROUP shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

FCS GROUP hereby agrees to hold the Client harmless from and shall process and defend at its own expense, specific claims, demands or suits at law or equity, arising from FCS GROUP's negligent performance of the provisions of this Agreement; provided that if the Client and FCS GROUP are

concurrently negligent, FCS GROUP shall be required to indemnify and defend only in proportion to negligence of FCS GROUP. These indemnity provisions shall not require FCS GROUP to defend or indemnify the Client against any action based solely on the alleged negligence of the Client.

If the Client makes changes to FCS GROUP work product without authorization of FCS GROUP, the indemnity provisions shall not require FCS GROUP to defend or indemnify the Client against any action that arises from the unauthorized changes to FCS GROUP work product.

Liability Insurance: FCS GROUP shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of FCS GROUP, Client, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to FCS GROUP's operations, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name Client as an additional insured.

Workers' Compensation Coverage: FCS GROUP certifies that FCS GROUP has qualified for State of Oregon Workers' Compensation coverage for all FCS GROUP's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407, or as a self insured employer. FCS GROUP shall provide to Client within ten (10) days after Agreement award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to Client, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to Client. A copy of the certificate of self insurance issued by the State shall be provided to Client if the FCS GROUP is self insured.

Certificates: FCS GROUP shall furnish Client certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days' written notice to Client before they may be canceled.

Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by Client shall be excess.

Subrogation Waiver: Waiver of subrogation in favor of Client shall be obtained for any insurance under this section.

8. Law of Oregon: The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Marion County, Oregon.

9. Mediation/Trial Without a Jury: Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Aumsville, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If one party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Marion County Circuit Court upon the request of either party. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Client and FCS GROUP agree to be responsible for payment of their respective professional and expert fees, including attorneys' fees in both mediation and litigation.

10. All Work Produced is Joint Property of FCS GROUP and the Client: The materials, computer programs, reports, calculations, analyses, etc., generated by FCS GROUP under this contract including the final report shall be the joint property of the Client and FCS GROUP. FCS GROUP may retain copies thereof for work paper documentation and their own use unless specifically restricted in writing by the Client as to use.

Computer models use generally available software, such as Microsoft Excel (TM), and FCS GROUP does not intend or imply any warranty of those programs.

11. Intended Use and Users of the Work Product: The work products provided under this Agreement are intended for the use of the Clients for the purposes described in the Scope of Services at Exhibit A. No other users or uses are intended or implied. FCS GROUP is not a Municipal Advisor as defined by the US Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”). Clients will not represent the work products provided under this Agreement as Municipal Advice within the legal definitions represented by the SEC and the MSRB.

The information used in developing the forecast assumptions will be derived from published information and other sources FCS GROUP considers appropriate. However, FCS GROUP cannot assume responsibility for the accuracy of such material. Moreover, forecasts are subject to many uncertainties as to the future; therefore, FCS GROUP cannot represent that the projected financial statements will be representative of the results that actually occur. FCS GROUP will endeavor to include appropriate comments drawing the readers' attention to these matters.

12. Integrated Agreement: This agreement together with attachments or addenda, represents the entire and integrated agreement between the Client and FCS GROUP and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended by written instrument signed by both the Client and FCS GROUP.

13. Independent Contractor: The parties intend that an independent Contractor/Client relationship will be created by this agreement. No agent, employee, or representative of FCS GROUP shall be deemed to be an agent, employee, or representative of the Client for any purpose. FCS GROUP shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this contract.

14. Equal Opportunity: FCS GROUP is committed to the principles of providing equal employment opportunities for all employees. The performance and diversity of our employees will help us meet the challenges of the present and the future in serving our clients. This policy statement is a reaffirmation of our long-standing commitment to provide equal opportunity on the basis of individual merit and personal qualifications to employees and applicants for employment without regard to race, color, religious creed, sex, sexual orientation or preference, gender identity, genetic characteristics or information of employee or family, age, national origin, ancestry, marital status, citizenship, the presence of sensory, mental, or physical disability, pregnancy/childbirth or related condition, medical condition, membership in the military service, veteran’s status, political ideology or any other basis protected by applicable federal, state, or local laws.

15. Records: FCS GROUP shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after Client makes final payment on this Agreement and all other pending matters are closed.

FCS GROUP shall allow Client (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

16. Payment for Labor or Material: FCS GROUP shall make payment promptly, as due, to all persons supplying to FCS GROUP labor or material for the prosecution of the work provided for in this Agreement. (ORS 279B.220)

17. Contributions to the Industrial Accident Fund: FCS GROUP shall pay all contributions or amounts due the Industrial Accident Fund from FCS GROUP incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

18. No Liens or Claims: FCS GROUP shall not permit any lien or claim to be filed or prosecuted against the State or Oregon or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)

19. Income Tax Withholding: FCS GROUP shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)

20. Tax Law Representation and Warranty: FCS GROUP represents and warrants that it has complied with the tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. FCS GROUP additionally covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the Agreement and FCS GROUP's failure to comply with the tax laws of this state before or during the term of the Agreement is a default for which the Client may terminate the Agreement and seek damages and other relief available under the terms of the Agreement or under applicable law. (ORS 279B.045)

21. Payment of Claims by the Client: If FCS GROUP fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to FCS GROUP or a subcontractor by any person in connection with this Agreement as the claim becomes due, Client may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to FCS GROUP pursuant to this Agreement. The Client's payment of a claim under this Paragraph shall not relieve FCS GROUP or FCS GROUP's surety, if any, from responsibility for those claims.

22. Hours of Labor: FCS GROUP shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 et. seq.)

23. Workers' Compensation: FCS GROUP is a subject employer that will comply with ORS 656.017. FCS GROUP 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. FCS GROUP shall indemnify Client for any liability incurred by Client as a result of FCS GROUP's breach of the warranty under this Paragraph.

24. Medical Care for Employees: FCS GROUP shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care services or other needed care and attention incident to the sickness or injury of FCS GROUP's employee(s), of all sums which FCS GROUP agrees to pay for such services and all monies and sums which FCS GROUP collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. (ORS 279B.230)

25. Compliance with Applicable Law: FCS GROUP shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555. Without limiting the generality of the foregoing, FCS GROUP expressly agrees to comply with:

- Title VI of the Civil Rights Act of 1964;
- Section V of the Rehabilitation Act of 1973;
- The Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and
- All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

26. Foreign Contractor: If FCS GROUP is not domiciled in or registered to do business in the state of

Oregon, FCS GROUP 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 Agreement. FCS GROUP shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.

27. **Notices:** Notices to the Client shall be sent to the following address:

City of Aumsville
Attention: Ron Harding, City Administrator
595 Main Street
Aumsville, OR 97325
rharding@aumsville.us – 503.749.2030

Notices to FCS GROUP shall be sent to the following address:

Financial Consulting Solutions Group, Inc.
Attention: Angie Sanchez Virnoche, Principal
Redmond Town Center
7525 – 166th Ave. NE, Suite D-215
Redmond, Washington 98052
angies@fcsgroup.com - 425.336.4157

EXHIBIT A: SCOPE OF WORK AND TASK PLAN

The following tasks noted below are proposed to complete the City of Aumsville (City) Wastewater Financial Plan and Rate Forecast.

TASK PLAN

Task 1 Project Initiation Meeting

A project initiation meeting will be scheduled at the commencement of the project with the consultant team and City project team. This meeting will establish the goals and objectives of the overall project and focus the efforts of the project team. The items covered at the meeting include review of the scope of work, identify project objectives, expectations, and deliverables, outline the project schedule and key milestone review points, and discuss appropriate lines of communication. This meeting is proposed as remote using the application of the City's choice.

Task 2 | Data Collection

Provide a data needs list encompassing historical and projected revenue, expenses, fiscal policies, capital plans, fund balances, and system planning data. The data will be reviewed, analyzed, and validated for inclusion in the study process.

Task 3 | Historical Budget vs. Actual Validation

Accurate revenue and expense forecasting are the building blocks of a successful rate study. Validation of the actual revenues received, and expenses incurred, against budgeted values is critical as it is the foundation for developing the multi-year revenue forecast. This process has proven beneficial in identifying over/under spending against budget values to arrive at the most realistic forecast basis underlying the forward-looking financial plan.

Task 4 | Financial Plan and Rate Forecast

This task establishes a sustainable, multi-year (20 year) financial management plan that meets the projected total financial needs of the utility through the generation of sufficient, sustainable revenue. Annual cash flow needs are developed by identifying expenses incurred to operate and manage the system including:

- Capital investment funding (improvements, expansion, and replacement)
- Expenses incurred to operate, maintain, and manage the system
- Debt repayment
- Cash flow needs
- Fiscal policy achievement

Tasks are as follows:

- » Develop a forecast of operating revenues and expenses to reflect the most recently approved budget. Adjust for any known future changes in annual non-capital costs associated with the operation, maintenance, and administration of the system. Changes may include additional staffing needs and other operating costs associated with maintaining the system along with initiating new or enhanced program activities.

- » Incorporate the anticipated capital needs identified in the city budget CIP and/or other comprehensive system planning documents into a capital planning module. Develop a capital funding analysis that balances available funding from internal resources such as rate revenue and reserve funds with external funding from connection charges, contributions, and additional debt, if needed.
- » Evaluate the level of annual system reinvestment and/or depreciation funding. Develop a target level for consideration based on depreciation expense. Calculate the financial impact on rate levels of meeting this target.
- » Evaluate cash flow needs to meet existing and anticipated new annual debt service requirements and debt coverage requirements. Identify financial impacts of alternative funding mechanisms (e.g., bonds, USDA loan and/or other low interest loans).
- » Provide a fiscal policy review that compares existing policies to industry practices to determine whether there are enhancements that would strengthen the financial health of the system. We will recommend new policies or benchmark ratios, as warranted.
- » Develop a fund balance tracking analysis to track existing City funds such as operating reserves and capital reserves. The analytical module will include annual inflows and outflows of funds and monitor target balances for compliance with established fiscal policies.
- » Test the sufficiency of current revenues in meeting all annual system obligations. Identify any projected shortfalls over the forecast period. Rate revenue sufficiency will be tested from two perspectives: the ability to meet all cash obligations, and the attainment of any debt coverage requirements.
- » Design a rate implementation strategy that meets the wastewater system's financial obligations over the twenty-year planning horizon and provides smooth and moderated impacts to ratepayers.
- » Develop rate scenarios to evaluate the impact of changes to key variables such as funding sources, growth rates, capital project need and timing, or others identified by the City. The budget includes three (3) alternative scenarios.
- » At the end of the engagement, we will deliver an electronic copy of the financial planning model for internal use.

Task 5 | Rate Design

Rate design determines how the target revenue will be generated for the utility. No rate structure changes are anticipated for this effort. Any needed adjustments will be applied equally to each rate class and rate component (fixed and/or variable). A comparative survey will also be performed with up to five (5) neighboring jurisdictions.

Task 6 | Review Meetings

This task includes three (3) staff project team meetings to review the financial plan and rate forecast findings.

- Meetings include one (1) meeting @ 2 hours and two (2) meetings @ 1 hour each.

To minimize costs, we have planned for all project review meetings to be conducted via remote session.

Task 7 | Workshops/Presentations

We propose two (2) presentations to the City Council conducted in a workshop or work session format to maximize interaction and collaboration. These workshops will discuss key assumptions, methodology, and proposed rates developed for input and discussion. To minimize costs, we have planned for one (1) workshop onsite and the second via remote session.

- Workshop 1 – Present initial findings and obtain feedback (onsite)
 - » Includes presentation development.
- Workshop 2 – Final recommendations (remote)
 - » Includes update presentation with initial input/feedback incorporated, development of final recommendations.

SCHEDULE

A specific project schedule will be developed during the project initiation meeting.

BUDGET

The total proposed level of effort to complete the Financial Plan and Rate Forecast is \$23,080, summarized below. The City may request optional Task 8 - Documentation at a later date, if deemed necessary, for an additional amount of \$4,685 and total contract not to exceed amount of \$27,765.

TASK	Principal	Proj Mgr.	Analyst	Admin	Total Hours	Labor Budget
Project Initiation Tasks						
Task 1: Project Initiation Meeting (remote)	1	1	2	1	5	\$930
Task 2: Data Collection (data request and review/validation)			4	1	5	775
Technical Analysis Tasks						
Task 3: Historical Budget vs. Actual Validation		1	4		5	880
Task 4: Financial Plan and Rate Forecast (3 scenarios)	4	8	40		52	9,580
Task 5: Rate Design (no rate structure changes)		2	4		6	1,080
Process Tasks						
Task 6: Meetings/Presentations						
- Project Review Meetings (1@2 hrs, 2@1 hrs each, remote)	4		4		8	1,860
Task 7: Workshops/Presentations						
- Workshop #1 (presentation development, review)	2	2	8	2	14	2,540
- Workshop #1 (presentation time - onsite)	8		1		9	2,530
- Workshop #2 (presentation edits/changes)	1	2	4		7	1,375
- Workshop #2 (presentation time - remote)	2		2		4	930
TOTAL ALL TASKS	22	18	73	4	111	\$22,480
Expenses (onsite travel)						\$600
TOTAL ALL (including expenses)						\$23,080
Optional:						
Task 8: Documentation	1	4	20	2	27	4,685
TOTAL ALL (including expenses and optional task)						\$27,765

OPTIONAL TASK 8 | DOCUMENTATION

An executive level report documenting the rate study process, methodology, key assumptions, results, and recommendations. All technical exhibits developed as part of the study will be contained in the Excel based financial planning toolset delivered to the City for internal use.

EXHIBIT B: FINANCIAL CONSULTING SOLUTIONS GROUP, INC.

2024 STANDARD FEE SCHEDULE

Effective December 4, 2023

LABORⁱ

POSITION/TITLE

BILLING RATE

Principals	Standard Rate	\$250 - \$295
Project Managers	Standard Rates	\$205 - \$235
Consultants	Standard Rates	\$155 - \$190

Administrative and Technical Support

Public Relations		\$170
Technical Writer/Graphic Artist		\$145
Administrative Support		\$ 95

DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS GROUP and specific terms will be established in advance prior to expenditure and billing.

SUBCONSULTANTS

When applicable, subconsultants will be charged at invoiced cost plus 10%.

ⁱ *Litigation rates are 150% of standard hourly rates for services in support of direct litigation, settlement negotiations, arbitration and/or mediation processes.*

CITY OF AUMSVILLE

WASTEWATER SYSTEM FINANCIAL PLAN AND RATE FORECAST

FCS GROUP is pleased to submit this proposed scope of services and budget for a Wastewater System Financial Plan and Rate Forecast. The City's needs were discussed with Ron Harding City Administrator along with Josh Hoyer and Kirsti Pizzuto on September 29, 2023. The financial analysis will evaluate the sufficiency of existing revenue to meet the total annual obligations of the wastewater system including fiscal policy obligations, operation, and maintenance (O&M) costs, capital needs and anticipated new loan obligations required to execute the wastewater treatment plant upgrades for regulatory compliance. The resulting plan will serve to establish a blueprint for achieving revenue stability, sufficiency, and cost-based utility rates. The tasks noted below are proposed as part of this effort.

TASK PLAN

Task 1 Project Initiation Meeting

A project initiation meeting will be scheduled at the commencement of the project with the consultant team and City project team. This meeting will establish the goals and objectives of the overall project and focus the efforts of the project team. The items covered at the meeting include review of the scope of work, identify project objectives, expectations, and deliverables, outline the project schedule and key milestone review points, and discuss appropriate lines of communication. This meeting is proposed as remote using the application of the City's choice.

Task 2 | Data Collection

Provide a data needs list encompassing historical and projected revenue, expenses, fiscal policies, capital plans, fund balances, and system planning data. The data will be reviewed, analyzed, and validated for inclusion in the study process.

Task 3 | Historical Budget vs. Actual Validation

Accurate revenue and expense forecasting are the building blocks of a successful rate study. Validation of the actual revenues received, and expenses incurred, against budgeted values is critical as it is the foundation for developing the multi-year revenue forecast. This process has proven beneficial in identifying over/under spending against budget values to arrive at the most realistic forecast basis underlying the forward-looking financial plan.

Task 4 | Financial Plan and Rate Forecast

This task establishes a sustainable, multi-year (20 year) financial management plan that meets the projected total financial needs of the utility through the generation of sufficient, sustainable revenue. Annual cash flow needs are developed by identifying expenses incurred to operate and manage the system including:

- Capital investment funding (improvements, expansion, and replacement)
- Expenses incurred to operate, maintain, and manage the system
- Debt repayment
- Cash flow needs
- Fiscal policy achievement

Tasks are as follows:

- » Develop a forecast of operating revenues and expenses to reflect the most recently approved budget. Adjust for any known future changes in annual non-capital costs associated with the operation, maintenance, and administration of the system. Changes may include additional staffing needs and other operating costs associated with maintaining the system along with initiating new or enhanced program activities.
- » Incorporate the anticipated capital needs identified in the city budget CIP and/or other comprehensive system planning documents into a capital planning module. Develop a capital funding analysis that balances available funding from internal resources such as rate revenue and reserve funds with external funding from connection charges, contributions, and additional debt, if needed.
- » Evaluate the level of annual system reinvestment and/or depreciation funding. Develop a target level for consideration based on depreciation expense. Calculate the financial impact on rate levels of meeting this target.
- » Evaluate cash flow needs to meet existing and anticipated new annual debt service requirements and debt coverage requirements. Identify financial impacts of alternative funding mechanisms (e.g., bonds, USDA loan and/or other low interest loans).
- » Provide a fiscal policy review that compares existing policies to industry practices to determine whether there are enhancements that would strengthen the financial health of the system. We will recommend new policies or benchmark ratios, as warranted.
- » Develop a fund balance tracking analysis to track existing City funds such as operating reserves and capital reserves. The analytical module will include annual inflows and outflows of funds and monitor target balances for compliance with established fiscal policies.
- » Test the sufficiency of current revenues in meeting all annual system obligations. Identify any projected shortfalls over the forecast period. Rate revenue sufficiency will be tested from two perspectives: the ability to meet all cash obligations, and the attainment of any debt coverage requirements.
- » Design a rate implementation strategy that meets the wastewater system's financial obligations over the twenty-year planning horizon and provides smooth and moderated impacts to ratepayers.

- » Develop rate scenarios to evaluate the impact of changes to key variables such as funding sources, growth rates, capital project need and timing, or others identified by the City. The budget includes three (3) alternative scenarios.
- » At the end of the engagement, we will deliver an electronic copy of the financial planning model for internal use.

Task 5 | Rate Design

Rate design determines how the target revenue will be generated for the utility. No rate structure changes are anticipated for this effort. Any needed adjustments will be applied equally to each rate class and rate component (fixed and/or variable).

A comparative survey will also be performed with up to five (5) neighboring jurisdictions.

Task 6 | Review Meetings

This task includes three (3) staff project team meetings to review the financial plan and rate forecast findings.

- Meetings include one (1) meeting @ 2 hours and two (2) meetings @ 1 hour each.

To minimize costs, we have planned for all project review meetings to be conducted via remote session. We are happy to provide additional meetings as requested. The additional meetings will be billed on time and materials.

Task 7 | Workshops/Presentations

The success of a rate study relies on an open and involved process for informing staff and Council on the rate study process and to clearly define the cost basis for the fees imposed on customers by linking the financial requirements to costs.

We propose two (2) presentations to the City Council conducted in a workshop or work session format to maximize interaction and collaboration. These workshops will discuss key assumptions, methodology, and proposed rates developed for input and discussion. To minimize costs, we have planned for one (1) workshop onsite and the second via remote session.

- Workshop 1 – Present initial findings and obtain feedback (onsite)
 - » Includes presentation development.
- Workshop 2 – Final recommendations (remote)
 - » Includes update presentation with initial input/feedback incorporated, development of final recommendations.

SCHEDULE

A financial plan and rate forecast study such as this generally takes three to six months to complete. Completion of the studies within the City's schedule is based on a variety of issues. These issues include timeliness of receipt of requested data/information; quality of data; ability to schedule meetings in a timely manner; and the ability of the City to provide policy direction for the study to move forward at key study milestones. A specific project schedule that meets the City's needs will be developed during the project initiation meeting.

BUDGET

The total proposed level of effort to complete the Financial Plan and Rate Forecast is \$23,080, summarized below. The City may request optional Task 8 - Documentation at a later date, if deemed necessary, for an additional amount of \$4,685 and total contract not to exceed amount of \$27,765.

TASK	Principal	Proj Mgr.	Analyst	Admin	Total Hours	Labor Budget
Project Initiation Tasks						
Task 1: Project Initiation Meeting (remote)	1	1	2	1	5	\$930
Task 2: Data Collection (data request and review/validation)			4	1	5	775
Technical Analysis Tasks						
Task 3: Historical Budget vs. Actual Validation		1	4		5	880
Task 4: Financial Plan and Rate Forecast (3 scenarios)	4	8	40		52	9,580
Task 5: Rate Design (no rate structure changes)		2	4		6	1,080
Process Tasks						
Task 6: Meetings/Presentations						
- Project Review Meetings (1@2 hrs, 2@1 hrs each, remote)	4		4		8	1,860
Task 7: Workshops/Presentations						
- Workshop #1 (presentation development, review)	2	2	8	2	14	2,540
- Workshop #1 (presentation time -onsite)	8		1		9	2,530
- Workshop #2 (presentation edits/changes)	1	2	4		7	1,375
- Workshop #2 (presentation time - remote)	2		2			930
TOTAL ALL TASKS	22	16	73	4	111	\$22,480
Expenses (onsite travel)						\$600
TOTAL ALL (including expenses)						\$23,080
Optional:						
Task 8: Documentation	1	4	20	2	27	4,685
TOTAL ALL (including expenses and optional task)						\$27,765

Optional: Task 8 | Documentation

An executive level report documenting the rate study process, methodology, key assumptions, results, and recommendations. All technical exhibits developed as part of the study will be contained in the Excel based financial planning toolset delivered to the City for internal use.

City of Aumsville December 2023 Monthly Police Report

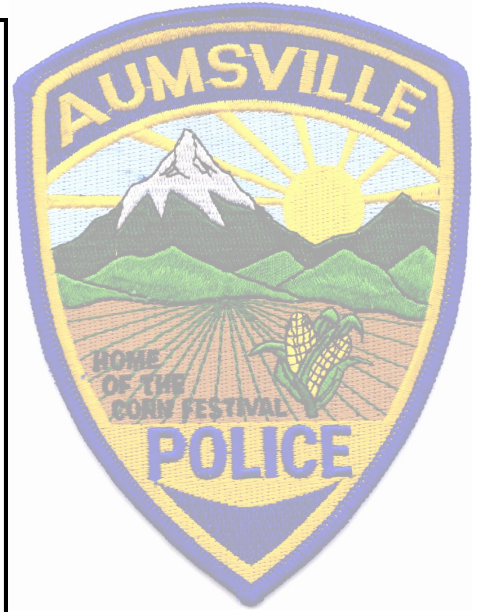
DEPARTMENT MESSAGE:

December 5th– Chief Flowers got to be a special guest for a luncheon with about 40 Aumsville Elementary Award recipients.

December 9th– Police and Fire participated in the Santa Visit, where we escorted Santa throughout town to hand out bags of goodies to the kids of Aumsville.

December 16th– PD held the Police Department Toy Drive Wrapping event, where the community came in and wrapped all the gifts for Santa to deliver.

December 23rd– PD escorted Santa to the children’s homes who were recipients of the Toy Drive.



Traffic Violation	City	County
Failure to renew registration	2	0
Driving Uninsured	4	0
Failure to Carry Proof Insurance	2	0
Unlawful Operation of Vehicle	1	0
Fail to Obey Traffic Control Dev	1	0
Unlawful/unsigned turn	1	0
Driving While Suspended	1	0
Fail to Drive Within lane	1	0
Fail to Install Ignition Interlock Dev.	1	0
Total	14	0

Crime	#	Arrested
Forgery I	1	1
Theft II	1	1
Reckless Driving	1	1
DWS Misdemeanor	1	1
Restraining Order Viol.	1	1
Warrant Arrest	1	1
Risisting Arrest	1	1
Menacing	1	1
DUII	1	1
Minor in Possession Alc.	1	1
Hit and Run	1	0
Total	11	10

Calls for Service	#
Assist Other-Turner PD	7
Assist Other-Fire	1
Assist Other-DHS	4
Assist Other-MCSO	5
Assist Other-Stayton PD	6
Assist Other-Other	3
Citizen Contact	28
Welfare Check	9
Suicide Threat	1
911 Hangup	1
Motor Vehicle Crash	2
Traffic Complaint	1
Civil Dispute	6
False Alarm	2
Noise Complaint	4
Open Door	2
Traffic Stops	83
Traffic Assist	2
Suspicious Person/Vehicle/Circumstance	20
Animal Complaint	6
Ordinance Violation	9
Private Party Repo	2
Emotionally Disturbed Persons	2
Property: Found/Lost/Seized	3
Illegal Fireworks	2
Total	211



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TO: Mayor and City Council
FROM: Steve Oslie, Public Works Director
SUBJECT: Public Works Report

January 4, 2024

Water: The wells pumped as follows:

Boone #1	Boone #2	Tower	Reservoir	Church	Total
771,400	2,052,000	1,472,000	0	3,380,700	7,676,100

Ordered parts for the water filter to see if we can fix the excessive backwash cycles.

We are taking another look at water meters at each well site and determining if they are accurate. The monthly readings are not consistently adding up.

Sewer: We found a few leaking manholes and a service line that is leaking groundwater into the sewer main. We'll have a contractor come repair the manholes, the service line leak will have to be repaired by the homeowners contractor.

Streets: We did some stormline investigation to determine where exactly our lines are located and make changes to the map.

Parks: Working to repair the electrical box at the Skate Park. Maybe a heavier duty box setup will help keep it in place.

Playground equipment is looking dirty in all the parks. They will get some needed cleaning over the next few weeks.

Christmas in the Park took some time to get ready for. Everyone put a good effort in to making it a great event.

General: The new shop project looks like not much has been done, but a lot of ground work such as drainage, water, gas, and electrical lines, are now done. Siding is going up now and expected to be all closed in by the middle of the month. The interior work will then start with the office framing.

The shop got cleaned out and everything put up. Now all the equipment is being gone through and serviced.