CITY OF TOLEDO

AGENDA
City Council Chambers
206 N. Main Street
Toledo, Oregon 97391
7:00 p.m.

TOLEDO CITY COUNCIL
Regular Meeting
January 15, 2020

1. **Call to Order and ascertain quorum**

2. **Presentation of award –** Fire Department

3. **Visitors/Public Comment**

4. **Consent Agenda**
   There are no items for consideration

5. **Discussion and Information Items**

6. **Decision Items**
   - **Resolution No. 1430, A Resolution authorizing a loan from the Clean Water State Revolving Fund by entering into a financing contract with the Oregon Department of Environmental Quality –** City Manager Wes Hare
   - **Consider approval of participation with the Oregon Department of Fish and Wildlife to plan improvements to the fish ladder on the Mill Creek Dam –** City Manager Wes Hare
   - **Consider agreement with Dyer Engineering to provide engineering services to Arcadia Dr. and Spruce St. overlay projects –** City Manager Wes Hare
   - **Appointment to the Planning Commission –** City Manager Wes Hare

7. **Reports and Comments**

8. **Adjournment**

	Meeting Date:	Agenda Topic:
	January 15, 2020	Resolution No. 1430 A Resolution authorizing a loan from the Clean Water State Revolving Fund by entering into a financing contract with the Oregon Department of Environmental Quality
Council Goal:	**Agenda Type:**	
Maintain and improve public infrastructure and facilities.	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
Manager Pro Tem W. Hare	City Manager Wes Hare	City Manager Wes Hare

Recommendation:
Motion to approve Resolution No. 1430, A Resolution authorizing a loan from the Clean Water State Revolving Fund by entering into a financing contract with the Oregon Department of Environmental Quality in compliance with the Mutual Agreement and Order.

Background:
Last March, the City Council approved an agreement (MAO) with the Department of Environmental Quality to complete improvements to the wastewater collection system on an agreed-upon timeline. The first of those projects, the Butler Bridge Force Main replacement, was completed this fall using grant and loan funds from Business Oregon's Special Public Works Fund. Additionally, our Public Works crew have completed a number of inflow and infiltration reduction projects in accordance with the MAO. We are now ready to proceed with the completion of the Priority One main line replacements dictated by the MAO. These projects include replacement of lines on 6^{th} St., 10^{th} St., Nye St., and Graham St. We plan to do 6^{th} St. with our own crew and contract out the remaining work. We have already received approval from DEQ to pay for these projects from the Community Water State Revolving Loan Fund (CWSRF) and the draft agreement is included in your packet. The resolution required by DEQ is also included and required by DEQ before we can start drawing upon the loan. As you can see, we are seeking authorization for both the project money and the planning requirements of the MAO, a total of $1.3 million. Part of this money will come in the form of a forgivable loan which will not need to be repaid if we complete the required work. We won't really know what the total amount we will need to borrow will be until we receive bids for the remaining work. You might also note that the interest rate for the loan portion has fallen to 1.1 percent. In short, I think the City's total liability for the MAO requirements has declined since the agreement was signed last March.

Fiscal Impact:	Fiscal Year:	GL Number:
$1.3 million	**2019-2020**	**Wastewater Reserve Fund**

Attachment:
1. Resolution No. 1430

CITY OF TOLEDO
RESOLUTION NO. 1430

A RESOLUTION OF THE TOLEDO CITY COUNCIL AUTHORIZING A LOAN FROM THE CLEAN WATER STATE REVOLVING FUND (CWSRF) BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, The Toledo City Council (the "Governing Body") of the City of Toledo (the "Recipient") finds:

A. The Recipient is a "municipality" within the meaning of Oregon Revised Statutes (ORS) 285B.410(9); and

B. ORS 468.020 authorizes any municipality to file an application with the Oregon Department of Environmental Quality (DEQ) to obtain financial assistance from the Clean Water State Revolving Fund (CWSRF); and

C. The Recipient has filed an application with the DEQ to obtain financial assistance for a project within the meaning of the Oregon Revised Statutes; and

D. The DEQ has approved the Recipient's application for financial assistance from the CWSRF pursuant to the ORS; and

E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the CWSRF, to enter into a Financing Contract with the DEQ, substantially in the form attached hereto as Exhibit 1. The project is described in Article 1 of the Financing Contract (the "Project").

F. Notice relating to the Recipient's consideration of the adoption of this Resolution was published in full accordance with the Recipient's charter and laws for public notification.

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

Section 1. Financing Loan Authorized. The Governing Body authorizes the Mayor (the "Authorized Officer") to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the "Financing Documents"), including a loan from the CWSRF in the amount of $1,300,000 on such terms as may be agreed upon between the Authorized Officer and DEQ, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of $1,300,000 and an interest rate of 1.7% per annum. The proceeds of the loan from the CWSRF will be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.

Section 2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.581(2) which include:

(a) The revenues of the project, including special assessment revenues;
(b) Amounts withheld under ORS 285B.599;
(c) The general fund of the Recipient; or
(d) Any other source.

Section 3. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.

This Resolution shall be effective upon passage by the Toledo City Council this 15th day of January, 2020.

Approved

____
Mayor Rod Cross

Attest

____
City Recorder Lisa Figueroa

CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

NO. R91802

BETWEEN

THE STATE OF OREGON
ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY

AND

CITY OF TOLEDO

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THIS LOAN AGREEMENT ("**Agreement**") is made and entered into as of the date ("**Effective Date**") it is fully executed by both parties (and in the case of the State, approved by the Attorney General's Office, if required) and is by and between the **State of Oregon, acting by and through its Department of Environmental Quality** ("**DEQ**"), and the **Borrower** (as defined below). Unless the context requires otherwise, capitalized terms not defined below shall have the meanings assigned to them by ARTICLE 9 of this Loan Agreement. The reference number for the Loan made pursuant to this Loan Agreement is Loan No. R91802.

DEQ agrees to make, and Borrower agrees to accept, the Loan on the terms and subject to the conditions set forth below.

ARTICLE 1: THE LOAN - SPECIFIC TERMS

DEQ agrees to make the Loan on the following terms and conditions:

(A) **BORROWER:** City of Toledo

(B) **BORROWER'S ADDRESS:** 206 N Main Street
Toledo, OR 97391

(C) **LOAN AMOUNT:** $600,000

(D) **TYPE AND PURPOSE OF LOAN.** The Loan is a "Revenue Secured Loan" made by DEQ pursuant to OAR Section 340-054-0065(2) for the purpose of financing the Project.

(E) **PROJECT TITLE:** Sanitary Sewer Improvements and Butler Bridge Force Main Replacement Project.

(F) **DESCRIPTION OF THE PROJECT:** The project will include inspecting the entire collection system, "Priority 1" collection system improvements identified in the wastewater facility plan, eliminating inflow and infiltration, replacing the Butler Bridge Sewer force main and installing flow meters to eliminate sanitary sewer overflows and achieve compliance.

(G) **INTEREST RATE:** One and 10/100 (1.10%) per annum. Calculation of interest is also discussed in ARTICLE 2(E) and in ARTICLE 2(F)(4) of this Agreement.

(H) REPAYMENT PERIOD: Ending no later than (a) thirty (30) years after the Completion Date or (b) thirty (30) years after the estimated Completion Date set forth in ARTICLE 3(A)(10), whichever date is earlier.

(I) TERMS OF REPAYMENT: An interest-only payment within six months after the estimated Project Completion Date set forth in ARTICLE 3(A)(10) and thereafter semi-annual payments of principal and interest in accordance with APPENDIX A and ARTICLE 2(F) of this Agreement.

(J) PLEDGE: The Borrower hereby grants DEQ a security interest in and irrevocably pledges its Net Revenues to secure payment of and to pay the amounts due under this Loan Agreement. The Net Revenues so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower represents and warrants that the pledge of Net Revenues hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310. The Borrower covenants with DEQ and any assignee of this Agreement that except as otherwise expressly provided herein, the Borrower shall not issue any other obligations which have a pledge or lien on the Net Revenues superior to or on a parity with the pledge herein granted without the written permission of DEQ. The lien of this pledge is on a parity with the liens securing all other CWSRF loans between DEQ and the Borrower; provided, however, that this provision shall not affect the priority that prior CWSRF loans are entitled to in relation to any loans between Borrower and any third parties

(K) ANNUAL FEE: An annual fee of 0.5% of the Outstanding Loan Amount (as determined prior to the posting of the payment due on that date) is due during the Repayment Period commencing with the second payment date hereunder and annually thereafter.

(L) LOAN FORGIVENESS: If the Borrower completes the Project, and provided there is no default of any of the terms hereof, DEQ shall forgive fifty percent (50%) of the Loan or $500,000, ***whichever is less*** (the portion of the Loan that is forgiven being referred to as the "Forgivable Loan"), on the date the first repayment is due hereunder. The amount of the Loan forgiveness will be determined when the Final Loan Amount is calculated.

ARTICLE 2: GENERAL LOAN PROVISIONS

(A) AGREEMENT OF DEQ TO LOAN. DEQ agrees to loan the Borrower an amount not to exceed the Loan Amount, subject to the terms and conditions of this Loan Agreement, but solely from funds available to DEQ in the Water Pollution Control Revolving Fund for its Clean Water State Revolving Fund program. This Loan Agreement is given as evidence of a Loan to the Borrower made by DEQ pursuant to ORS Chapters 190, 286A, 287A, and 468, and OAR Chapter 340, all as amended from time to time, consistent with the express provisions hereof.

(B) AVAILABILITY OF FUNDS. DEQ's obligation to make the Loan described in this Agreement is subject to the availability of funds in the Water Pollution Control Revolving Fund for its CWSRF program, and DEQ shall have no liability to the Borrower or any other party if such funds are not available or are not available in amounts sufficient to fund the entire Loan described herein, as determined by DEQ in the reasonable exercise of its administrative discretion. Funds may not be available ahead of the estimated schedule of disbursements submitted by the Borrower, which is attached as APPENDIX B. This schedule may be revised from time to time by the parties without the necessity of an amendment by replacing the then current APPENDIX B with an updated APPENDIX B which is dated and signed by both parties. Furthermore, DEQ's obligation to make any disbursement hereunder shall terminate on October 31, 2020.

(C) DISBURSEMENT OF LOAN PROCEEDS.

(1) Project Account(s). Loan proceeds (as and when disbursed by DEQ to the Borrower) shall be deposited in a Project account(s). The Borrower shall maintain Project account(s) as segregated account(s). Funds in the Project account(s) shall only be used to pay for Project costs, and all earnings on the Project account(s) shall be credited to the account(s).

(2) Documentation of Expenditures. The Borrower shall provide DEQ with written evidence of materials and labor furnished to and performed upon the Project and such receipts for the payment of the same, releases, satisfactions and other signed statements and forms as DEQ may reasonably require. DEQ will disburse funds to pay Project costs only after the Borrower has provided documentation satisfactory to DEQ that such Project costs have been incurred and qualify for reimbursement hereunder.

(3) Adjustments and Corrections. DEQ may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible expenditures, mathematical errors, items not built or bought, unacceptable work and other discrepancies. Nothing in this Agreement requires DEQ to pay any amount for labor or materials unless DEQ is satisfied that the claim therefor is reasonable and that the Borrower actually expended and used such labor or materials in the Project. In addition, DEQ shall not be required to make any disbursement which would cause the total of all disbursements made hereunder (including the requested disbursement) to be greater than the total estimated cost of the work completed at the time of the disbursement, as determined by DEQ.

(4) Contract Retainage Disbursement. DEQ will not disburse Loan proceeds to cover contractor retainage unless the Borrower is disbursing retainage to an escrow account and provides proof of the deposit, or until the Borrower provides proof that it paid retained funds to the contractor.

(D) AGREEMENT OF BORROWER TO REPAY. The Borrower agrees to repay all amounts owed on this Loan as described in ARTICLE 1(I) and ARTICLE 2(F) in U.S. Dollars in immediately available funds at the place listed for DEQ in ARTICLE 10(A). In any case, the Borrower agrees to repay all amounts owed on this Loan within the Repayment Period.

(E) INTEREST. Interest will accrue at the rate specified in ARTICLE 1(G) from the date that a disbursement hereunder is mailed or delivered to the Borrower or deposited into an account of the Borrower. Interest will accrue using a 365/366 day year and actual days elapsed.

(F) LOAN REPAYMENT.

(1) Preliminary Repayment Schedule; Interim Payments. The attached APPENDIX A is a preliminary repayment schedule based on the estimated date of the first disbursement hereunder and Loan Amount. Until the final repayment schedule is effective, the Borrower shall make the payments set forth in the preliminary repayment schedule.

(2) Final Repayment Schedule. After the Borrower has submitted its final request for Loan proceeds and DEQ has made all required disbursements hereunder, DEQ will determine the Final Loan Amount and prepare a final payment schedule that provides for level semi-annual installment payments of principal and interest (commencing on the next semi-annual payment date), each in an amount sufficient to pay accrued interest to the date of payment and to pay so much of the principal balance as to fully amortize the then Outstanding Loan Amount over the remaining Repayment Period.

(3) Crediting of Scheduled Payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received. Scheduled payments will be applied first to fees due, if any, and then to interest, according to the applicable repayment schedule, and then to principal.

(4) Crediting of Unscheduled Payments. All unscheduled payments, including any prepayments and partial payments, will be applied first to fees due, if any, and then to accrued unpaid interest (which will be computed as otherwise provided in this Agreement, except that interest from the last payment date will be calculated using a 365/366 day year and actual days elapsed), and then to principal. In the case of a Loan prepayment that does not prepay all of the principal of the Loan, DEQ will determine, in its sole discretion, how it will apply such Loan prepayment to the Outstanding Loan Amount. After a partial payment, DEQ may, in its sole and absolute discretion, reamortize the Outstanding Loan Amount at the same interest rate for the same number of payments to decrease the Loan payment amount; provided, however, that nothing in this Agreement requires DEQ to accept any partial payment, except as otherwise expressly provided herein, or to reamortize the Outstanding Loan Amount if it accepts a partial payment.

(5) Final Payment. The Outstanding Loan Amount, all accrued and unpaid interest, and all unpaid fees and charges due hereunder are due and payable no later than (a) thirty (30) years after the Completion Date or (b) thirty (30) years after the estimated Completion Date set forth in ARTICLE 3(A)(10), whichever date is earlier.

(G) PREPAYMENT.

(1) Optional Prepayment. The Borrower may prepay any amount owed on this Loan without penalty on any business day upon 30 days prior written notice. Any prepayment made hereunder will be applied in accordance with ARTICLE 2(F)(4).

(2) Refinancing of Loan by the Borrower. If the Borrower refinances the portion of the Project financed by this Loan or obtains an additional grant or loan that is intended to finance the portion of the Project financed by this Loan, it will prepay the portion of the

Loan being refinanced by the additional grant or loan. Any mandatory prepayment under this ARTICLE 2(G)(2) will be applied in accordance with ARTICLE 2(F)(4).

(3) Ineligible Uses of the Project. If the Borrower uses the Project for uses that are other than those described in ARTICLE 1(F) ("ineligible uses"), the Borrower shall, upon demand by DEQ, prepay an amount equal to the Outstanding Loan Amount multiplied by the percentage (as determined by DEQ) of ineligible use of the Project. Such prepayment shall be applied against the most remotely maturing principal installments and shall not postpone the due date of any payment(s) hereunder.

(H) LATE PAYMENT FEE. The Borrower agrees to pay immediately upon DEQ's demand a late fee equal to five percent (5%) of any payment (including any loan fee) that is not received by DEQ on or before the tenth (10^{th}) calendar day after such payment is due hereunder.

(I) TERMINATION OF LOAN AGREEMENT. Upon performance by the Borrower of all of its obligations under this Loan Agreement, including payment in full of the Final Loan Amount, all accrued interest and all fees, charges and other amounts due hereunder, this Loan Agreement will terminate, and DEQ will release its interest in any collateral given as security under this Loan Agreement.

ARTICLE 3: GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

(A) REPRESENTATIONS AND WARRANTIES OF THE BORROWER. The Borrower represents and warrants to DEQ that:

(1) It is a duly formed and existing public agency (as defined in ORS 468.423(2)) and has full power and authority to enter into this Loan Agreement.

(2) This Agreement has been duly authorized and executed and delivered by an authorized officer of the Borrower and constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(3) All acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Agreement have existed, have happened, and have been performed in due time, form and manner as required by law.

(4) Neither the execution of this Loan Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with any of the terms and conditions of this Loan Agreement will violate any provision of law, or any order of any court or other agency of government, or any agreement or other instrument to which the Borrower is now a party or by which the Borrower or any of its properties or assets is bound. Nor will this Loan Agreement be in conflict with, result in a breach of, or constitute a default under, any such agreement or other instrument, or, except as provided hereunder, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower.

(5) This Loan Agreement does not create any unconstitutional indebtedness. The Loan Amount together with all of the Borrower's other obligations does not, and will not, exceed any limits prescribed by the Constitution, any of the statutes of the State of Oregon, the Borrower's charter, or any other authority.

(6) The Project is a project which the Borrower may undertake pursuant to Oregon law and for which the Borrower is authorized by law to borrow money.

(7) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the Facility and the Project, other than licenses and permits relating to the Facility or the Project which the Borrower expects to and shall receive in the ordinary course of business, to carry on its activities relating thereto, to execute and deliver this Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Agreement.

(8) The information contained herein which was provided by the Borrower is true and accurate in all respects, and there is no material adverse information relating to the Project or the Loan, known to the Borrower, that has not been disclosed in writing to DEQ.

(9) No litigation exists or has been threatened that would cast doubt on the enforceability of the Borrower's obligations under this Loan Agreement.

(10) The estimated Completion Date of the Project is October 31, 2021. The Borrower agrees to complete the Project by the estimated Completion Date.

(11) The estimated total Costs of the Project are $600,000.

(12) The Borrower is in compliance with all laws, ordinances, and governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower or the Project.

(B) **CONTINUING REPRESENTATIONS OF THE BORROWER.** The representations of the Borrower contained herein shall be true on the closing date for the Loan and at all times during the term of this Agreement.

(C) **REPRESENTATIONS AND WARRANTIES OF DEQ.** DEQ represents and warrants that the Director has power under ORS Chapter 468 and OAR Chapter 340, Division 54, to enter into the transactions contemplated by this Loan Agreement and to carry out DEQ's obligations thereunder and that the Director is authorized to execute and deliver this Loan Agreement and to make the Loan as contemplated hereby.

ARTICLE 4: CONDITIONS TO LOAN

(A) **CONDITIONS TO CLOSING**. DEQ's obligations hereunder are subject to the condition that on or prior to March 31, 2020, the Borrower will duly execute and deliver to DEQ the following items, each in form and substance satisfactory to DEQ and its counsel:

(1) this Agreement duly executed and delivered by an authorized officer of the Borrower;

(2) a copy of the ordinance, order or resolution of the governing body of the Borrower authorizing the execution and delivery of this Agreement, certified by an authorized officer of the Borrower;

(3) Certification Regarding Lobbying, substantially in the form of APPENDIX G, duly executed and delivered by an authorized officer of the Borrower;

(4) an opinion of the legal counsel to the Borrower to the effect that:

(a) The Borrower has the power and authority to execute and deliver and perform its obligations under this Loan Agreement;

(b) This Loan Agreement has been duly executed and acknowledged where necessary by the Borrower's authorized representative(s), all required approvals have been obtained, and all other necessary actions have been taken, so that this Loan Agreement is valid, binding, and enforceable against the Borrower in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors rights generally;

(c) To such counsel's knowledge, this Loan Agreement does not violate any other agreement, statute, court order, or law to which the Borrower is a party or by which it or any of its property or assets is bound; and

(d) The Gross Revenues from which the Net Revenues are derived and that are used as security for the Loan will not constitute taxes that are limited by Section 11b, Article XI of the Oregon Constitution; and

(5) such other documents, certificates, opinions and information as DEQ or its counsel may reasonably require.

(B) **CONDITIONS TO DISBURSEMENTS**. Notwithstanding anything in this Agreement to the contrary, DEQ shall have no obligation to make any disbursement to the Borrower under this Agreement unless:

(1) No Event of Default and no event, omission or failure of a condition which would constitute an Event of Default after notice or lapse of time or both has occurred and is continuing;

(2) All of the Borrower’s representations and warranties in this Agreement are true and correct on the date of disbursement with the same effect as if made on such date; and

(3) The Borrower submits a disbursement request to DEQ that complies with the requirements of ARTICLE 2(C);

provided, however, DEQ shall be under no obligation to make any disbursement if:

(x) DEQ determines, in the reasonable exercise of its administrative discretion, there is insufficient money available in the CWSRF Program for the Project; or

(y) there has been a change in any applicable state or federal law, statute, rule or regulation so that the Project is no longer eligible for the Loan.

ARTICLE 5: COVENANTS OF BORROWER

(A) GENERAL COVENANTS OF THE BORROWER. Until the Loan is paid in full, the Borrower covenants with DEQ that:

(1) The Borrower shall use the Loan funds only for payment or reimbursement of the Costs of the Project in accordance with this Loan Agreement. The Borrower acknowledges and agrees that the Costs of the Project do NOT include any Lobbying costs or expenses incurred by Borrower or any person on behalf of Borrower and that Borrower will not request payment or reimbursement for Lobbying costs and expenses.

(2) If the Loan proceeds are insufficient to pay for the Costs of the Project in full, the Borrower shall pay from its own funds and without any right of reimbursement from DEQ all such Costs of the Project in excess of the Loan proceeds.

(3) The Borrower is and will be the owner of the Facility and the Project and shall defend them against the claims and demands of all other persons at any time claiming the same or any interest therein.

(4) The Borrower shall not sell, lease, transfer, or encumber or enter into any management agreement or special use agreement with respect to the Facility or any financial or fixed asset of the utility system that produces the Net Revenues without DEQ's prior written approval, which approval may be withheld for any reason. Upon sale, transfer or encumbrance of the Facility or the Project, in whole or in part, to a private person or entity, this Loan shall be immediately due and payable in full.

(5) Concurrent with the execution and delivery of this Loan Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to cause the Project to be completed in a timely manner in accordance with all applicable DEQ requirements.

(6) The Borrower shall take no action that would adversely affect the eligibility of the Project as a CWSRF project or cause a violation of any Loan covenant in this Agreement.

(7) The Borrower shall undertake the Project, request disbursements under this Loan Agreement, and use the Loan proceeds in full compliance with all applicable laws and regulations of the State of Oregon, including but not limited to ORS Chapter 468 and Oregon Administrative Rules Sections 340-054-0005 to 340-054-0065, as they may be amended from time to time, and all applicable federal authorities and laws and regulations of the United States, including but not limited to Title VI of the Clean Water Act as amended by the Water Quality Act of 1987, Public Law 100-4, the federal cross-cutters listed at APPENDIX D, the equal employment opportunity provisions in APPENDIX F, and the regulations of the U.S. Environmental Protection Agency, all as they may be amended from time to time.

(8) The Borrower shall keep the Facility in good repair and working order at all times and operate the Facility in an efficient and economical manner. The Borrower shall provide the necessary resources for adequate operation, maintenance and replacement of the Project and retain sufficient personnel to operate the Facility.

(9) Interest paid on this Loan Agreement is *not* excludable from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). However, DEQ may have funded this Loan with the proceeds of State bonds that bear interest that is excludable from gross income under Section 103(a) of the Code. Section 141 of the Code requires that the State not allow the proceeds of the State bonds to be used by private entities (including the federal government) in such a way that the State bonds would become "private activity bonds" as defined in Section 141 of the Code. To protect the State bonds the Borrower agrees that it shall not use the Loan proceeds or lease, transfer or otherwise permit the use of the Project by any private person or entity in any way that that would cause this Loan Agreement or the State bonds to be treated as "private activity bonds" under Section 141 of the Code and the regulations promulgated under that Section of the Code.

(B) DEBT SERVICE COVERAGE REQUIREMENT; WASTEWATER RATE COVENANT; REPORTING.

(1) Debt Service Coverage Requirement. The Borrower shall maintain wastewater rates and charge fees in connection with the operation of the Facility that are adequate to generate Net Revenues in each fiscal year sufficient to pay (i) all debt service (excluding debt service on the Loan), (ii) all other financial obligations imposed in connection with prior lien obligations of the Borrower, and (iii) an amount equal to the debt service coverage factor of 105% multiplied by the debt service payments due under this Loan Agreement in that fiscal year.

(2) Wastewater Rate Adjustments. The Borrower shall review its wastewater rates and fees at least annually. If, in any fiscal year, the Borrower fails to collect fees sufficient to meet the debt service coverage requirement described in ARTICLE 5(B)(1), the Borrower shall promptly adjust its wastewater rates and fees to assure future compliance with such coverage requirement. The Borrower's adjustment of the wastewater rates and fees does not constitute a cure of any default by the Borrower of the debt service coverage requirement set forth in ARTICLE 5(B)(1). The Borrower's failure to adjust rates shall not, at the discretion of DEQ, constitute a default if the Borrower transfers to the fund that holds the Net Revenues unencumbered resources in an amount equal to the revenue deficiency from the Facility that produces the Net Revenues.

(3) Reporting Requirement. By December 31 of each year the Borrower shall provide DEQ with a report that demonstrates the Borrower's compliance with the requirements of this ARTICLE 5(B). If the audit report described in ARTICLE 5(F) identifies the Net Revenues and contains a calculation demonstrating the Borrower's satisfaction of the requirements of this ARTICLE 5(B), that audit will satisfy the requirements of this ARTICLE 5(B)(3).

(C) LOAN RESERVE REQUIREMENT; LOAN RESERVE ACCOUNT.

(1) Loan Reserve Requirement. The Loan reserve requirement equals one-half of the average annual debt service based on the final Payment Schedule. Until the Final Loan Amount is calculated, the Loan reserve requirement is $11,805. The Borrower shall deposit the Loan reserve requirement amount into the Loan Reserve Account no later than the date the first payment is due hereunder.

(2) Loan Reserve Account. The Borrower shall create a segregated Loan Reserve Account that shall be held in trust for the benefit of DEQ. The Borrower hereby grants DEQ a security interest in and irrevocably pledges amounts in the Loan Reserve Account to pay the amounts due under this Loan Agreement. The funds in Loan Reserve Account so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower represents and warrants that the pledge of the Loan Reserve Account hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310. The Borrower shall use the funds in the Loan Reserve Account solely to pay amounts due hereunder until the principal, interest, fees, and any other amounts due hereunder have been fully paid.

(3) Additional Deposits. If the balance in the Loan Reserve Account falls below the Loan reserve requirement, the Borrower shall promptly deposit from the first Net Revenues available after payment of the amounts due hereunder (unless the Borrower has previously made such deposit from other money of the Borrower) an amount sufficient to restore the balance up to the Loan reserve requirement.

(D) INSURANCE. At its own expense, the Borrower shall, during the term of this Agreement, procure and maintain insurance coverage (including, but not limited to, hazard, flood and general liability insurance) adequate to protect DEQ's interest and in such amounts and against such risks as are usually insurable in connection with similar projects and as is usually carried by entities operating similar facilities. The insurance shall be with an entity which is acceptable to DEQ. The Borrower shall provide evidence of such insurance to DEQ. Self-insurance maintained pursuant to a recognized municipal program of self-insurance will satisfy this requirement.

(E) ***INDEMNIFICATION.*** *The Borrower shall, to the extent permitted by law and the Oregon Constitution, indemnify, save and hold the State, its officers, agents and employees harmless from and (subject to ORS Chapter 180) defend each of them against any and all claims, suits, actions, losses, damages, liabilities, cost and expenses of any nature whatsoever resulting from, arising out of or relating to the acts or omissions of the Borrower or its officers, employees, subcontractors or agents in regard to this Agreement or the Project.*

(F) THE BORROWER'S FINANCIAL RECORDS; FINANCIAL REPORTING REQUIREMENTS.

(1) Financial Records. The Borrower shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement, the

Project, and the Facility in accordance with generally accepted accounting principles, generally accepted government accounting standards, the requirements of the Governmental Accounting Standards Board, and state minimum standards for audits of municipal corporations. The Borrower must maintain separate Project accounts in accordance with generally accepted government accounting standards promulgated by the Governmental Accounting Standards Board. The Borrower will permit DEQ and the Oregon Secretary of State and their representatives to inspect its properties, and all work done, labor performed and materials furnished in and about the Project, and DEQ, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have access to the Borrower's fiscal records and other books, documents, papers, plans and writings that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts and take copies.

(2) Record Retention Period. The Borrower shall retain and keep accessible files and records relating to the Project for at least six (6) years (or such longer period as may be required by applicable law) after Project completion as determined by DEQ and financial files and records until all amounts due under this Loan Agreement are fully repaid, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

(3) Accounting for Costs of the Project. Borrower shall provide to DEQ, as soon as possible, but in no event later than six (6) months following the Project Completion Date, a full and complete accounting of the Costs of the Project, including but not limited to documentation to support each cost element and a summary of the Costs of the Project and the sources of funding.

(4) Single Audit Requirements. The CWSRF Program receives capitalization grants through the Catalog of Federal Domestic Assistance ("CFDA") No. 66.458: Capitalization Grants for State Revolving Funds and is subject to the regulations of the U.S. Environmental Protection Agency ("EPA"). Borrower is a sub-recipient.

(a) Subrecipients receiving federal funds in excess of $750,000 in the subrecipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. The Borrower, if subject to this requirement, shall at its own expense submit to DEQ a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to DEQ the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of the Borrower responsible for the financial management of funds received under this Agreement.

(b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If the Borrower did not expend $750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Agreement.

(c) The Borrower shall save, protect and hold harmless DEQ from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this

Agreement. The Borrower acknowledges and agrees that any audit costs incurred by the Borrower as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between the Borrower and the State of Oregon.

(G) DBE GOOD FAITH EFFORT. Pursuant to the good faith efforts described in APPENDIX C, the Borrower shall make a good faith effort to promote fair share awards to Minority Business Enterprises ("MBE"), Women's Business Enterprises ("WBE"), and Small Businesses in Rural Areas ("SBRA") on all contracts and subcontracts awarded as part of the Project. The Borrower agrees to include, in its contract(s) with its prime contractor(s), the following language, which must not be altered in any way:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

The Borrower also agrees to include, in its contract(s) with its prime contractor(s), and shall cause each contract awarded by its prime contractor(s) to include, language to the following effect (the exact language may vary):

(1) A prime contractor must pay its subcontractor(s) no more than 30 days from the prime contractor's receipt of payment from the Borrower.

(2) The Borrower must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.

(3) If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Six Good Faith Efforts as described in 40 C.F.R. 33.301 if soliciting a replacement subcontractor.

(4) A prime contractor must employ the Six Good Faith Efforts even if the prime contractor has achieved its Fair Share Objectives under Subpart D of 40 C.F.R. Part 33.

(H) CONTRACT LANGUAGE. The Borrower shall include in all contracts (unless exempt) with its prime contractor(s) the language set forth in APPENDIX F. Further, the Borrower agrees to fully comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension and agrees to include or cause to be included in any contract at any tier the requirement that a contractor comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 if the contract is expected to equal or exceed $25,000.

(I) PROJECT ASSURANCES. Nothing in this Loan Agreement prohibits the Borrower from requiring more assurances, guarantees, indemnity or other contractual requirements from any party performing Project work.

ARTICLE 6: REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS RELATING TO CONSTRUCTION PROJECTS ONLY

(A) THE BORROWER'S REPRESENTATION AND WARRANTY REGARDING COSTS ALREADY INCURRED.

(1) The Borrower represents and warrants to DEQ that, as of the date of this Loan Agreement, the Costs of the Project actually incurred by the Borrower do not exceed -zero-.

(2) The Borrower acknowledges that DEQ is relying upon the Borrower's representation regarding the amount of Costs of the Project incurred by the Borrower for construction prior to the date of this Loan Agreement as set forth in ARTICLE 6(A)(1) above to determine what portion of the Loan qualifies as a "refinancing" under the EPA's Clean Water State Revolving Fund regulations, 40 C.F.R. Part 35, that may be disbursed on a reimbursement basis.

(B) CONDITION TO DISBURSEMENTS. DEQ's obligation to make disbursements hereunder is further conditioned on the following:

(1) The Borrower's plans, specifications and related documents for the Project shall be reviewed and approved by DEQ, as required by OAR Chapter 340, Division 054.

(2) The Borrower has submitted documentation satisfactory to DEQ that the disbursement is for work that complies with plans, specifications, change orders and addenda approved by DEQ, in accordance with OAR Chapter 340, Division 054.

(3) The Borrower has submitted a copy of the awarded contract and bid documents (including a tabulation of all bids received) to DEQ for the portion of the Project costs that will be funded with the disbursement.

(C) GENERAL PROVISIONS. The Borrower covenants with DEQ that:

(1) Construction Manual. Unless stated otherwise in this Agreement, the Borrower shall comply with the requirements set forth in the Manual as in effect from time to time. DEQ will provide the Borrower with a copy of the Manual upon request.

(2) Plans and Specifications. The Borrower shall obtain DEQ's review and approval of the Borrower's plans, specifications, and related documents for the Project, as required by OAR Chapter 340, Division 054, prior to any disbursement of Loan proceeds hereunder.

(3) Change Orders. The Borrower shall submit all change orders to DEQ. The Borrower must submit prior to its execution any change order that exceeds $100,000 or will alter Project performance. The Borrower shall not use any Loan proceeds to pay for costs of any change order that DEQ has not approved in writing. This ARTICLE 6(C)(3) shall not prevent the Borrower from using funds other than Loan proceeds to pay for a change order before DEQ approves it, but the Borrower bears the risk that DEQ will not approve the change order.

(4) Inspections; Reports. The Borrower shall provide inspection reports during the construction of the Project as required by DEQ to ensure that the Project complies with approved plans and specifications. Qualified inspectors shall conduct these inspections under the direction of a registered civil, mechanical or electrical engineer, whichever is appropriate. DEQ or its representative(s) may enter property owned or controlled by the Borrower to conduct interim inspections and require progress reports sufficient to determine compliance with approved plans and specifications and with the Loan Agreement, as appropriate.

(5) Asbestos and Other Hazardous Materials. The Borrower shall ensure that only persons trained and qualified for removal of asbestos or other Hazardous Materials will remove any asbestos or Hazardous Materials, respectively, which may be part of this Project.

(6) Operation and Maintenance Manual. The Borrower shall submit to DEQ a draft Facility operation and maintenance manual before the Project is fifty percent (50%) complete. The Borrower shall submit to DEQ a final Facility operation and maintenance manual that meets DEQ's approval before the Project is ninety percent (90%) complete.

(7) Project Performance Certification. The Borrower shall submit to DEQ draft performance standards before the Project is fifty percent (50%) complete. The Borrower shall submit to DEQ final performance standards that meet DEQ's approval before the Project is ninety percent (90%) complete. The Borrower shall submit to DEQ the following done in accordance with the Manual: (i) no later than 10.5 months after the Initiation of Operation (as that term is defined in OAR 340-054-0010(26)), a performance evaluation report based on the approved performance standards; (ii) within one year after the Project's Initiation of Operation, Project performance certification statement; and (iii) within two (2) months of submission of such Project performance certification statement, a corrective action plan for any Project deficiencies noted in said statement.

(8) Alterations After Completion. The Borrower shall not materially alter the design or structural character of the Project after completing the Project without DEQ's written approval.

(9) Project Initiation of Operations.

(a) The Borrower shall notify DEQ of the Initiation of Operation no more than thirty (30) days after the actual Project Completion Date.

(b) If the Project is completed, or is completed except for minor items, and the Project is operable, but DEQ has not received a notice of Initiation of Operation from the Borrower, DEQ may assign an Initiation of Operation date.

(D) PROVISION APPLICABLE TO CONTRACTS AND SUBCONTRACTS AWARDED FOR THE PROJECT

(1) Davis-Bacon Requirements. All contracts and subcontracts awarded as part of the Project shall comply with (1) the wage requirements of the Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002), and (2) the requirements of the *Prevailing Wage Rates for Public Works Projects in Oregon* established under ORS 279C.800 through 279C.870 and OAR 839-025-0000 through 839-025-0540. The Borrower agrees that it will insert into any contract in excess of $2,000 for construction, and will cause its subcontractors to insert in any sub-contract in excess of $2,000 for construction, the Davis-Bacon language set forth in Part 1 of APPENDIX E and Part 2 of APPENDIX E as applicable.

(2) Retainage. The Borrower shall require a five percent (5%) retainage in all of its contracts related to the Project for an amount greater than One Hundred Thousand Dollars ($100,000).

(E) **AMERICAN IRON AND STEEL**

The Borrower shall:

(1) Comply with all federal requirements applicable to the Loan (including those imposed by the Consolidated Appropriations Act, 2014, P.L. 113-76 ("CAA"), and related CWSRF Policy Guidelines) which the Borrower understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested and obtained a waiver from the EPA pertaining to the Project or (ii) DEQ has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

(2) Comply with all record keeping and reporting requirements under the Clean Water Act, 33 U.S.C. 1251 et seq. (1972) ("Clean Water Act"), including any reports required by a Federal agency or DEQ such as performance indicators of program deliverables, information on costs and Project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity thereof and/or other remedial actions.

(3) Include in all contracts for the Project the language set forth in APPENDIX H. All contracts and subcontracts of Borrower for the Project must have a provision requiring compliance with the American Iron and Steel Requirement. APPENDIX H is an example provided by the EPA of what could be included in all contracts in projects that use CWSRF funds. Neither the EPA nor DEQ makes any claims regarding the legality of this clause with respect to state or local law.

ARTICLE 7: DISCLAIMERS BY DEQ; LIMITATION OF DEQ'S LIABILITY

(A) DISCLAIMER OF ANY WARRANTY. DEQ EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PROJECT, THE QUALITY OF MATERIALS SUPPLIED TO AND THAT BECOME A PART OF THE PROJECT, THE QUALITY OF THE WORKMANSHIP PERFORMED UPON THE PROJECT, OR THE EXTENT AND STAGE OF COMPLETION OF THE PROJECT. No such warranty or guarantee shall be implied by virtue of any inspection or disbursement made by DEQ. Any inspection done by DEQ shall be for its sole benefit.

(B) DISCLAIMER OF LIABILITY OF DEQ. DEQ EXPRESSLY DISCLAIMS LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER FOR PAYMENT OF LABOR OR MATERIALS OR OTHERWISE IN CONNECTION WITH THE COMPLETION OF THE PROJECT OR CONTRACTS ENTERED INTO BY THE BORROWER WITH THIRD PARTIES FOR THE COMPLETION OF THE PROJECT. All Project costs of labor, materials and construction, including any indirect costs, shall be the responsibility of and shall be paid by the Borrower.

(C) NONLIABILITY OF STATE.

(1) The State and its officers, agents and employees shall not be liable to the Borrower or to any other party for any death, injury, damage, or loss that may result to any person or property by or from any cause whatsoever, arising out of any defects in the plans, design drawings and specifications for the Project, any agreements or documents between the Borrower and third parties related to the Project or any activities related to the Project. DEQ shall not be responsible for verifying cost-effectiveness of the Project, doing cost comparisons or reviewing or monitoring compliance by the Borrower or any other party with state procurement laws and regulations.

(2) The Borrower hereby expressly releases and discharges DEQ, its officers, agents and employees from all liabilities, obligations and claims arising out of the Project work or under the Loan, subject only to exceptions previously agreed upon in writing by the parties.

(3) Any findings by DEQ concerning the Project and any inspections or analyses of the Project by DEQ are for determining eligibility for the Loan and disbursement of Loan proceeds only. Such findings do not constitute an endorsement of the feasibility of the Project or its components or an assurance of any kind for any other purpose.

(4) Review and approval of Facilities plans, design drawings and specifications or other documents by or for DEQ does not relieve the Borrower of its responsibility to properly plan, design, build and effectively operate and maintain the Facility as required by law, regulations, permits and good management practices.

ARTICLE 8: DEFAULT AND REMEDIES

(A) EVENTS OF DEFAULT. The occurrence of one or more of the following events constitutes an event of default ("Event of Default"), whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) The Borrower fails to make any Loan payment within thirty (30) days after the payment is scheduled to be made according to the repayment schedule;

(2) Any representation or warranty made by the Borrower hereunder was untrue in any material respect as of the date it was made;

(3) The Borrower becomes insolvent or admits in writing an inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the Borrower or a substantial part of its property; or in the absence of such application, consent, or acquiescence, a trustee or receiver is appointed for the Borrower or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement or moratorium or any dissolution or liquidation proceeding is instituted by or against the Borrower and, if instituted against the Borrower, is consented to or acquiesced in by the Borrower or is not dismissed within twenty (20) days;

(4) As a result of any changes in the United States Constitution or the Oregon Constitution or as a result of any legislative, judicial, or administrative action, any part of this Loan Agreement becomes void, unenforceable or impossible to perform in accordance with the intent and purposes of the parties hereto or is declared unlawful;

(5) The Borrower defaults in the performance or observance of any covenants or agreements contained in any loan documents between itself and any lender or lenders, and the default remains uncured upon the expiration of any cure period provided by said loan documents; or

(6) The Borrower fails to cure non-compliance in any material respect with any other covenant, condition, or agreement of the Borrower hereunder, other than as set forth in (1) through (5) above within a period of thirty (30) days after DEQ provides notice of the noncompliance.

(B) REMEDIES. If DEQ determines that an Event of Default has occurred, DEQ may, without further notice:

(1) Declare the Outstanding Loan Amount plus any unpaid accrued interest, fees and any other amounts due hereunder immediately due and payable;

(2) Cease making disbursement of Loan proceeds or make some disbursements of Loan proceeds and withhold or refuse to make other disbursements;

(3) Appoint a receiver, at the Borrower's expense, to operate the Facility that produces the Net Revenues and collect the Gross Revenues;

(4) Set and collect utility rates and charges;

(5) Pay, compromise or settle any liens on the Facility or the Project or pay other sums required to be paid by the Borrower in connection with the Project, at DEQ's discretion, using the Loan proceeds and such additional money as may be required. If DEQ pays any encumbrance, lien, claim, or demand, it shall be subrogated, to the extent of the amount of such payment, to all the rights, powers, privileges, and remedies of the holder of the encumbrance, lien, claim, or demand, as the case may be. Any such subrogation rights shall be additional cumulative security for the amounts due under this Loan Agreement;

(6) Direct the State Treasurer to withhold any amounts otherwise due to the Borrower from the State of Oregon and, to the extent permitted by law, direct that such funds be applied to the amounts due DEQ under this Loan Agreement and be deposited into the CWSRF; and

(7) Pursue any other legal or equitable remedy it may have.

ARTICLE 9: DEFINITIONS

(A) **"BORROWER"** means the public agency (as defined in ORS 468.423(2)) shown as the "Borrower" in Article 1(A) of this Agreement.

(B) **"COMPLETION DATE"** means the date on which the Project is completed. If the Project is a planning project, the Completion Date is the date on which DEQ accepts the planning project. If the Project is a design project, the Completion Date is the date on which the design project is ready for the contractor bid process. If the Project is a construction project, the Completion Date is the date on which the construction project is substantially complete and ready for Initiation of Operation.

(C) **"COSTS OF THE PROJECT"** means expenditures approved by DEQ that are necessary to complete the Project in compliance with DEQ's requirements and may include but are not limited to the following items:

(1) Cost of labor and materials and all costs the Borrower is required to pay under the terms of any contract for the design, acquisition, construction or installation of the Project;

(2) Engineering fees for the design and construction of the Project.

(3) The costs of surety bonds and insurance of all kinds that may be required or necessary during the course of completion of the Project;

(4) The legal, financing and administrative costs of obtaining the Loan and completing the Project; and

(5) Any other costs approved in writing by DEQ.

(D) "CWSRF PROGRAM" or "CWSRF" means the Clean Water State Revolving Fund Loan Program, a loan program administered by DEQ under ORS 468.423 to 468.440.

(E) "DEQ" means the Oregon Department of Environmental Quality.

(F) "DIRECTOR" means the Director of DEQ or the Director's authorized representative.

(G) "FACILITY" means all property owned or used by the Borrower to provide wastewater collection, treatment and disposal services, of which the Project is a part.

(H) "FINAL LOAN AMOUNT" means the total of all Loan proceeds disbursed to the Borrower under the Loan Agreement, determined on the date on which the Borrower indicates that no further Loan funds will be requested, all eligible expenditures have been reimbursed from the Loan proceeds, or all Loan proceeds have been disbursed hereunder, whichever occurs first.

(I) "GROSS REVENUES" means all fees and charges resulting from operation of the Facility and any interest earnings thereon; provided however, Gross Revenues does not include: the proceeds of any grants; the proceeds of any borrowings for capital improvements; the proceeds of any liability insurance; or the proceeds of any casualty insurance which the Borrower intends to and does utilize for repair or replacement of the Facility or a part thereof.

(J) "HAZARDOUS MATERIALS" means and includes flammable explosives, radioactive materials, asbestos and substances defined as hazardous materials, hazardous substances or hazardous wastes in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and regulations promulgated thereunder.

(K) "LOAN" means the loan made pursuant to this Loan Agreement.

(L) "LOAN AGREEMENT" or **"AGREEMENT"** means this loan agreement and its exhibits, appendices, schedules and attachments (which are by this reference incorporated herein), and any amendments thereto.

(M) "LOAN AMOUNT" means the maximum amount DEQ agrees to loan the Borrower hereunder.

(N) "LOAN RESERVE ACCOUNT" means the account described in ARTICLE 5(c)(2).

(O) "LOBBYING" means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.

(P) "MANUAL" means the CWSRF Manual for Construction Projects.

(Q) **"NET REVENUES"** means the Gross Revenues less the Operating Expenses for the Facility.

(R) **"OPERATING EXPENSES"** means all direct and indirect expenses incurred for operation, maintenance and repair of the Facility, including but is not limited to administrative expenses, legal, financial and accounting expenses, insurance premiums, claims (to the extent that monies are not available from insurance proceeds), taxes, engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Facility. Operating expenses include an appropriate amount for reserves for repair and replacement of the Facility based on the expected life of the collection, treatment and disposal facilities.

(S) **"OUTSTANDING LOAN AMOUNT"** means, as of any date, the sum of all disbursements to the Borrower hereunder less the sum of all Loan principal payments received by DEQ.

(T) **"PROJECT"** means the facilities, activities or documents described in ARTICLE 1(E) and (F).

(U) **"REPAYMENT PERIOD"** means the repayment period ending on the date specified in ARTICLE 1(H) which date shall not in any event be later than twenty (20) years after the Completion Date.

(V) **"STATE"** means the State of Oregon.

ARTICLE 10: MISCELLANEOUS

(A) **NOTICES.** All notices, payments, statements, demands, requests or other communications under this Loan Agreement by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered by personal delivery, by certified mail, return receipt requested, or by facsimile transmission, and, if to the Borrower, delivered, addressed or transmitted to the location or number listed in ARTICLE 1(B), and if to DEQ, delivered, addressed or transmitted to:

Clean Water State Revolving Fund Loan Program
Water Quality Division
Department of Environmental Quality
700 NE Multnomah St., #600
Portland, Oregon 97235
Fax (503) 229-6037

or to such other addresses or numbers as the parties may from time to time designate. Any notice or other communication so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or other communication delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against DEQ, such facsimile transmission must be confirmed by telephone notice to DEQ's CWSRF

Program Coordinator. Any notice or other communication by personal delivery shall be deemed to be given when actually delivered.

(B) WAIVERS AND RESERVATION OF RIGHTS.

(1) DEQ's waiver of any breach by the Borrower of any term, covenant or condition of this Loan Agreement shall not operate as a waiver of any subsequent breach of the same or breach of any other term, covenant, or condition of this Loan Agreement. DEQ may pursue any of its remedies hereunder concurrently or consecutively without being deemed to have waived its right to pursue any other remedy.

(2) Nothing in this Loan Agreement affects DEQ's right to take remedial action, including, but not limited to, administrative enforcement action and action for breach of contract against the Borrower, if the Borrower fails to carry out its obligations under this Loan Agreement.

(C) TIME IS OF THE ESSENCE. The Borrower agrees that time is of the essence under this Loan Agreement.

(D) RELATIONSHIP OF PARTIES. The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Loan Agreement.

(E) NO THIRD PARTY BENEFICIARIES. DEQ and the Borrower are the only parties to this Loan Agreement and are the only parties entitled to enforce the terms of this Loan Agreement. Nothing in this Loan Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Loan Agreement. Any inspections, audits, reports or other assurances done or obtained, or approvals or consents given, by DEQ are for its benefit only for the purposes of administering this Loan and the CWSRF Program.

(F) ASSIGNMENT. DEQ shall have the right to transfer the Loan or any part thereof, or assign any or all of its rights under this Loan Agreement, at any time after execution of this Loan Agreement upon written notice to the Borrower. Provisions of this Loan Agreement shall inure to the benefit of DEQ's successors and assigns. This Loan Agreement or any interest therein may be assigned or transferred by the Borrower only with DEQ's prior written approval (which consent may be withheld for any reason), and any assignment or transfer by the Borrower in contravention of this ARTICLE 10(F) shall be null and void.

(G) DEQ NOT REQUIRED TO ACT. Nothing contained in this Loan Agreement requires DEQ to incur any expense or to take any action hereunder in regards to the Project.

(H) FURTHER ASSURANCES. The Borrower and DEQ agree to execute and deliver any written instruments necessary to carry out any agreement, term, condition or assurance in this Loan Agreement whenever a party makes a reasonable request to the other party for such instruments.

(I) VALIDITY AND SEVERABILITY; SURVIVAL. If any part, term, or provision of this Loan Agreement or of any other Loan document shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by either party, the validity of the remaining portions, terms and provisions shall not be affected, and all such remaining portions, terms and provisions shall remain in full force and effect. Any provision of this Agreement which by its nature or terms is intended to survive termination, including but not limited to ARTICLE 5(E), shall survive termination of this Agreement.

(J) NO CONSTRUCTION AGAINST DRAFTER. Both parties acknowledge that they are each represented by and have sought the advice of counsel in connection with this Loan Agreement and the transactions contemplated hereby and have read and understand the terms of this Loan Agreement. The terms of this Loan Agreement shall not be construed against either party as the drafter hereof.

(K) HEADINGS. All headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Loan Agreement.

(L) ATTORNEYS' FEES AND EXPENSES. In any action or suit to enforce any right or remedy under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by law.

(M) CHOICE OF LAW; DESIGNATION OF FORUM; FEDERAL FORUM.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding ARTICLE 10(M)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This ARTICLE 10(M)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This ARTICLE 10(M)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(N) COUNTERPARTS. This Loan Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but all together constitute but one and the same instrument.

(O) ENTIRE AGREEMENT; AMENDMENTS. This Loan Agreement, including all appendices and attachments that are by this reference incorporated herein, constitutes the entire agreement between the Borrower and DEQ on the subject matter hereof, and it shall be binding on the parties thereto when executed by all the parties and when all approvals required to be obtained by DEQ have been obtained. This Loan Agreement, including all related Loan documents and instruments, may not be amended, changed, modified, or altered without the written consent of the parties.

CITY OF TOLEDO

By: ____ ________________________
Authorized Officer Date

Typed Name: ____________________________________
Title: ____

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY

By: ____ ________________________
Justin Green, Administrator Date
Water Quality Division

APPENDIX A: *PRELIMINARY* REPAYMENT SCHEDULE

Due Date	Pmt#	PAYMENT Principal	Interest	Fees	Total	Principal Balance
						600,000
2/1/2021	1	0	4,057	0	4,057	600,000
8/1/2021	2	8,636	3,300	3,000	14,936	591,364
2/1/2022	3	8,683	3,253	0	11,936	582,681
8/1/2022	4	8,731	3,205	2,913	14,849	573,950
2/1/2023	5	8,779	3,157	0	11,936	565,171
8/1/2023	6	8,828	3,108	2,826	14,762	556,343
2/1/2024	7	8,876	3,060	0	11,936	547,467
8/1/2024	8	8,925	3,011	2,737	14,673	538,542
2/1/2025	9	8,974	2,962	0	11,936	529,568
8/1/2025	10	9,023	2,913	2,648	14,584	520,545
2/1/2026	11	9,073	2,863	0	11,936	511,472
8/1/2026	12	9,123	2,813	2,557	14,493	502,349
2/1/2027	13	9,173	2,763	0	11,936	493,176
8/1/2027	14	9,224	2,712	2,466	14,402	483,952
2/1/2028	15	9,274	2,662	0	11,936	474,678
8/1/2028	16	9,325	2,611	2,373	14,309	465,353
2/1/2029	17	9,377	2,559	0	11,936	455,976
8/1/2029	18	9,428	2,508	2,280	14,216	446,548
2/1/2030	19	9,480	2,456	0	11,936	437,068
8/1/2030	20	9,532	2,404	2,185	14,121	427,536
2/1/2031	21	9,585	2,351	0	11,936	417,951
8/1/2031	22	9,637	2,299	2,090	14,026	408,314
2/1/2032	23	9,690	2,246	0	11,936	398,624
8/1/2032	24	9,744	2,192	1,993	13,929	388,880
2/1/2033	25	9,797	2,139	0	11,936	379,083
8/1/2033	26	9,851	2,085	1,895	13,831	369,232
2/1/2034	27	9,905	2,031	0	11,936	359,327
8/1/2034	28	9,960	1,976	1,797	13,733	349,367
2/1/2035	29	10,014	1,922	0	11,936	339,353
8/1/2035	30	10,070	1,866	1,697	13,633	329,283
2/1/2036	31	10,125	1,811	0	11,936	319,158
8/1/2036	32	10,181	1,755	1,596	13,532	308,977
2/1/2037	33	10,237	1,699	0	11,936	298,740
8/1/2037	34	10,293	1,643	1,494	13,430	288,447
2/1/2038	35	10,350	1,586	0	11,936	278,097
8/1/2038	36	10,406	1,530	1,390	13,326	267,691
2/1/2039	37	10,464	1,472	0	11,936	257,227
8/1/2039	38	10,521	1,415	1,286	13,222	246,706
2/1/2040	39	10,579	1,357	0	11,936	236,127
8/1/2040	40	10,637	1,299	1,181	13,117	225,490
2/1/2041	41	10,696	1,240	0	11,936	214,794
8/1/2041	42	10,755	1,181	1,074	13,010	204,039
2/1/2042	43	10,814	1,122	0	11,936	193,225
8/1/2042	44	10,873	1,063	966	12,902	182,352
2/1/2043	45	10,933	1,003	0	11,936	171,419
8/1/2043	46	10,993	943	857	12,793	160,426
2/1/2044	47	11,054	882	0	11,936	149,372
8/1/2044	48	11,114	822	747	12,683	138,258
2/1/2045	49	11,176	760	0	11,936	127,082
8/1/2045	50	11,237	699	635	12,571	115,845
2/1/2046	51	11,299	637	0	11,936	104,546
8/1/2046	52	11,361	575	523	12,459	93,185
2/1/2047	53	11,423	513	0	11,936	81,762
8/1/2047	54	11,486	450	409	12,345	70,276
2/1/2048	55	11,549	387	0	11,936	58,727
8/1/2048	56	11,613	323	294	12,230	47,114
2/1/2049	57	11,677	259	0	11,936	35,437
8/1/2049	58	11,741	195	177	12,113	23,696
2/1/2050	59	11,806	130	0	11,936	11,890
8/1/2050	60	11,890	65	59	12,014	0
TOTALS		600,000	108,300	48,145	756,445	

APPENDIX B: *ESTIMATED* CWSRF LOAN DISBURSEMENT SCHEDULE

Loan funds are expected to be available based on the following Project schedule:

Disb. Number	Disb. Amount	Disb. Date
1	150,000	7/1/2020
2	150,000	8/1/2020
3	150,000	9/1/2020
4	150,000	10/1/2020

APPENDIX C: DBE GOOD FAITH EFFORTS

At a minimum the Borrower or its prime contractor must take six affirmative steps (which apply to any procurement of construction, supplies, equipment or services) to demonstrate good faith effort to utilize minority (MBE), women-owned (WBE) and small (SBE) businesses. The six steps are:

1) To include qualified small, minority and women's businesses on solicitation lists;

2) To assure that small, minority and women's businesses are solicited whenever they are potential sources;

3) To divide total requirements, whenever economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority or women's businesses;

4) To establish delivery schedules whenever the requirements of the work permit, which will encourage participation by small, minority and women's businesses;

5) To use the services and assistance of the Small Business Administration (http://pro-net.sba.gov) and the Office of Minority Business Enterprise of the U.S. Department of Commerce (http://www.mbda.gov) to identify appropriate small, minority and women businesses; and

6) To require subcontractors to take all of the affirmative action steps described above and set forth in 40 CFR 35.3145(d) in any contract awards or procurements.

The Borrower shall, and shall cause its contractors to, document compliance with the above requirements on forms found at Tab 6 of the Manual for Construction Projects.

Additional resources available to recipients and contractors include the following:

EPA Office of Small and Disadvantaged Business Utilization:
Phone: 206 – 553 – 2931
Web Site: www.epa.gov/osdbu

Oregon Office of Minority, Women and Emerging Small Business
350 Winter Street N.E., Room 300
Salem, OR 97301-3878

Phone: 503 – 947 – 7922
Web Site: www.cbs.state.or.us/omwesb

APPENDIX D: APPLICABLE FEDERAL AUTHORITIES AND LAWS ("CROSS-CUTTERS")

ENVIRONMENTAL LEGISLATION:

Archaeological and Historic Preservation Act of 1974, PL 93-291.
Clean Air Act, 42 U.S.C. 7506(c).
Coastal Barrier Resources Act, 16 U.S.C. 3501, et seq.
Coastal Zone Management Act of 1972, PL 92-583, as amended.
Endangered Species Act 16 U.S.C. 1531, et seq.
Executive Order 11593, Protection and Enhancement of the Cultural Environment.
Executive Order 11988, Floodplain Management.
Executive Order 11990, Protection of Wetlands.
Farmland Protection Policy Act, 7 U.S.C. 4201, et seq.
Fish and Wildlife Coordination Act, PL 85-624, as amended.
National Historic Preservation Act of 1966, PL 89-665,as amended.
Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
Wild and Scenic Rivers Act, PL 90-542, as amended.
Federal Water Pollution Control Act Amendments of 1972, PL 92-500.
Migratory Bird Conservation Act, 16 U.S.C. 715, et seq.
Magnuson-Stevens Act – Essential Fish Habitat, 16 U.S.C. 1851, et seq.

ECONOMIC LEGISLATION:

Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans.

SOCIAL LEGISLATION:

The Age Discrimination Act of 1975, Pub. L. No. 94-135, 89 Stat. 713, 42 U.S.C. §6102 (1994).
Civil Rights Act of 1964, Pub. L. No. 88-352, 78 Stat. 252, 42 U.S.C. §2000d (1988).
Section 13 of PL 92-500; Prohibition against Sex Discrimination under the Federal Water Pollution Control Act.
Rehabilitation Act of 1973, Pub. L. No. 93-1123, 87 Stat. 355, 29 U.S.C. §794 (1988), including Executive Orders 11914 and 11250).
Executive Order 12898, Environmental Justice in Minority Populations
Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and its regulations at 41 C.F.R. §§60-1.1 to 60-999.1.

MISCELLANEOUS AUTHORITY:

Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 92-646.
Executive Order 12549 and 40 CFR Part 32, Debarment and Suspension.
Disclosure of Lobbying Activities, Section 1352, Title 31, U.S. Code.

APPENDIX E: DAVIS-BACON PROVISION

Part 1

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor’s web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required

by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA , the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

<u>Part 2</u>

Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient upon the request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Oregon Department of Environmental Quality and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor’s submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/whd/local/.

APPENDIX F
EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX G: CERTIFICATION REGARDING LOBBYING
(Contracts in Excess of $100,000.00)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed ______________________________

Title ______________________________

Date ______________________________

Recipient ______________________________

APPENDIX H: AMERICAN IRON AND STEEL ("AIS") REQUIREMENT

The Contractor acknowledges to and for the benefit of the City of Toledo ("Purchaser") and the State of Oregon, acting by and through the Department of Environmental Quality Clean Water State Revolving Fund (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

APPENDIX I

Information required by 2 CFR § 200.331(a)(1)

Federal Award Identification:

(i) Subrecipient name (which must match registered name in DUNS): _________________

(ii) Subrecipient's DUNS number: ___________________________

(iii) Federal Award Identification Number (FAIN): ________________

(iv) Federal award date: ______________

(v) Sub-award period of performance, start and end date: from ______________ to ____________________

(vi) Total Amount of Federal funds obligated by this Agreement: $______________

(vii) Total Amount of Federal funds obligated by this initial Agreement and any amendments: $______________

(viii) Total amount of Federal award committed to the Subrecipient by the pass-through entity: $_____________

(ix) Federal award project description: _____________________________________

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:

(a) Name of Federal awarding agency: ______________________________
(b) Name of pass-through entity: Oregon Department of Environmental Quality
(c) Contact information for awarding official of the pass-through entity:

(xi) CFDA number and name: ____

Amount: ______________________________________

(xii) Is award R&D? _____

(xiii) Indirect cost rate for the Federal award: ___%

	Meeting Date:	Agenda Topic:
	January 15, 2020	Consider approval of participation with the Oregon Department of Fish and Wildlife to plan improvements to the fish ladder on the Mill Creek Dam
Council Goal:	**Agenda Type:**	
Maintain and improve public infrastructure and facilities.	Decision Items	
Prepared by:	**Reviewed by:**	**Approved by:**
Manager Pro Tem W. Hare	City Manager Wes Hare	City Manager Wes Hare

Recommendation:
Motion to approve participation with Oregon Department of Fish and Wildlife to plan improvements to the fish ladder on the Mill Creek Dam

Background:
The attached grant application requires no direct financial support from the City and would help plan for needed improvements to our fish ladder on the Mill Creek Dam. We own the dam and could be required to pay for the costs of planning and building improvements if the structure is negatively affecting reproduction of threatened fish. By partnering with ODFW and federal agencies we are able to reduce our financial exposure while working to improve conditions for anadromous fish reproduction.

Fiscal Impact:	Fiscal Year:	GL Number:
N/A	**2019-2020**	**N/A**

Attachment:
1. Grant Application

2020 Application for Funding

Oregon-Washington
DRINKING WATER PROVIDERS PARTNERSHIP

Due 17 January 2020 at 5:00PM Pacific Time
Responses may be single-spaced and should be in font size 12.
Application, including attachments, should not exceed 17 pages.
Submit electronically to **james.capurso@usda.gov**

Award announcements will be made in March 2020
For additional information, see www.workingwatersgeos.org

Section 1: Overview

Does not count towards page count

A. Project Description

Title:	Designing improved fish passage at the Toledo Water supply dam.
Start Date:	May 2020
End Date:	November 2020
Type of Work For Which Funding is Sought (choose all that apply):	__Habitat Restoration __Education/Outreach __Protection/Conservation _X_Planning _X_Design __Implementation __Evaluation/Assessment
Total Funds Requested:	$50,000
Total Project Cost:	$54,881.17
County and State of Project Location:	Lincoln County, Oregon

B. Public Water System Information

Water System Name:	Toledo Water Utilities
PWS ID Number:	00899
Service Population:	3,645
Street Address:	860 NE Reservoir Road, Toledo, OR 97391
Mailing Address:	PO Box 220, Toledo, OR 97391
Contact Name:	Ricardo "Ric" R. Saavedra
Title:	Senior Water Plant Operator
Phone:	(541) 336-2610
Email:	wtp@cityoftoledo.org
Existing, applicable federal agreements:	1. Does your organization have an open, financial cooperative agreement with either the USFS or BLM? _____YES or ____NO 2. If yes, please identify: a. Agency Name: b. Agency Point of Contact: c. Agreement Number: d. Agreement Start & End Dates:

C. Primary Applicant Information (if different than above)

Organization:	Oregon Department of Fish and Wildlife (co-applicant with City of Toledo)
Executive Director:	Curt Melcher
Mailing Address:	4034 Fairview Industrial Dr. SE
Phone:	(503) 947-6000
Email:	
Website:	dfw.state.or.us
EIN:	
Existing, applicable federal agreements:	1. Does your organization have an open, financial cooperative agreement with either the USFS or BLM? _____YES or ____NO 2. If yes, please identify: a. Agency Name: b. Agency Point of Contact: c. Agreement Number: d. Agreement Start & End Dates:

D. Primary Project Contact (to whom we should direct questions)

Organization:	Oregon Department of Fish and Wildlife
Contact Name:	Mike Lance
Title:	Assistant Project Leader, Salmonid Life Cycle Monitoring Project
Mailing Address:	810 SW Alder St. Suite C, Newport, Oregon 97365
Phone:	541-265-8306 ext. 238
Email:	michael.j.lance@state.or.us

Section 2: Narrative

Begin Page Count (17 pages maximum, including attachments)

A. Geographic Focus (10 points total)

Only projects that fall within drinking water source watersheds in Oregon and Washington are eligible for consideration. See RFP for maps and additional information.

1. Identify the project location.

a. Name of the stream or sub-watershed where work will occur:
   i. Mill Creek

b. Name of the larger river or watershed, of which it is a part:
   i. Yaquina River (HUC 17100204301)

c. Distance upstream from drinking water intake (approximately):
   i. 0 km. (Project is on the dam at the drinking water intake)

d. Any additional descriptive information, (i.e. RM, Lat/Long, etc) (optional):
   i. The dam is located at Township 11 South, Range 10 West, Section 33 (44.57408°N, 123.90929°W).

A nexus with federally managed lands - USFS or BLM - is not required for eligibility but will make the proposal more competitive. See RFP for additional information about federal nexus and the terms of funding.

2. Does the project have a federal nexus?

__X__YES or ____NO

If yes, provide the:

a) Name of the relevant USFS and/or BLM district:
   a. Siuslaw National Forest, Waldport Ranger District

b) Point of contact with this district:
   a. Chris Mays

Extra consideration may be given to projects that benefit (a) USFS or BLM designated "priority" or "focus" watersheds or (b) a designated Source Water Assessment sensitive area. See RFP for additional information, including maps.

3. Does the project fall within, or will result in benefits to, a "Priority Watershed," or "Focus Watershed," as identified by the USFS or the BLM?

______YES or _X_NO

If yes, what is the name of the Priority or Focus Watershed?

4. Is the project within, or will result in benefits to, an identified Sensitive Area in the source watershed as defined in a Source Water Assessment? _____YES or _X__NO

B. Project Description, Justification, and Goals (35 points total)

5. Project Description. What are the proposed activities and methods? If this project is part of a larger phased project, describe the overall project, but clearly identify the discrete activities of this phase for which funding is sought (note: all subsequent answers should be specific to the discrete activities of this phase).

Mill Creek provides municipal water to the city of Toledo, Oregon from October to May of each year. An earthen dam located on Mill Creek creates a storage reservoir and a point of diversion for the city municipal water supply. Mill Creek is home to self-sustaining populations of Coho *Oncorhynchus kisutch* (listed as threatened under the Endangered Species Act), fall Chinook *O. tshawytscha*, and Chum *O. keta* Salmon, winter steelhead *O. mykiss*, Coastal Cutthroat Trout *O. clarki clarki*, Western Brook Lamprey *Lampetra richardsoni*, and multiple species of sculpin *Cottus* spp. A fish ladder was constructed when the dam was built to allow fish to access spawning and rearing habitats upstream of the earthen dam. However, the upper portion of the ladder is inefficient and blocks the movement of upstream migrating fish when discharges are elevated. These periods when discharge is greatest are important periods for fish migration, and the ineffectiveness of the current passage structure severely delays or fully impedes fish migration past the dam. We are applying for funding to design a new fish passage structure that will allow fish to freely move over the water supply dam to important spawning habitats above the reservoir.

Map 1. The location of Mill Creek and the fish ladder and trap at the city of Toledo dam (red triangle). The shaded green area is the city limits of Toledo, Oregon.

Mill Creek (HUC 17100204301) is a coastal stream in western Oregon that flows into the tidally influenced portion of the Yaquina River about 1 mile upstream from Toledo, Oregon (Map 1). The hydrologic regime of Mill Creek is similar to other coastal streams with increased discharge in the winter and early spring when discharge can exceed 200 ft^3/s (Figure 1). The discharge of Mill Creek decreases to less than 5 ft^3/s following the end of seasonal rains in the late spring.

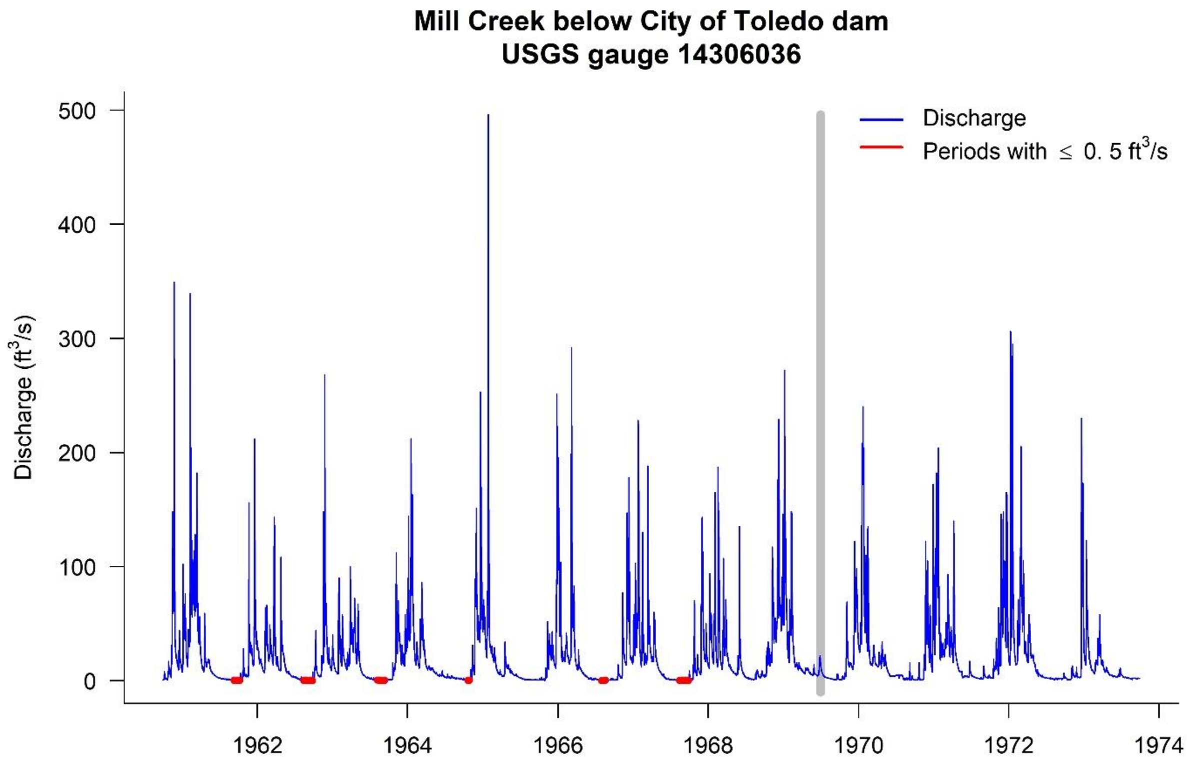

Figure 1. Discharge of Mill Creek in the Yaquina River watershed between 1960 and 1973. The vertical gray line marks when the 1937 concrete water supply dam was replaced with the current dam that provides municipal water to the city of Toledo. Discharge was measured at a U. S. Geological Survey gauge that was operated in the 1960s and early 1970s. The gauge was located about 0.5 miles downstream of the city of Toledo dam

For over 100 years, water from Mill Creek has been piped to the nearby city of Toledo, Oregon for municipal and industrial uses. The city of Toledo built a concrete spill-over style dam in 1937 that was about 10 feet tall. The current, larger, earthen dam was constructed in 1969 to replace the concrete dam built in 1937 and is now the only remaining diversion structure in the Mill Creek watershed. This dam has been a municipal water supply for the city of Toledo since it was constructed. Discharge in Mill Creek regularly dropped below 0.5 ft^3/s prior to the completion of the new dam in 1969. The new dam appears to have moderated both peak and minimum discharges. Water from the reservoir is used by the city of Toledo from October to May of each year with water from the Siletz River used throughout the rest of the year. The watershed above the reservoir is in mostly federal or local government ownership. Drinking water quality is good with no violations or significant detections of volatile chemicals, disinfection products, or bacteria. There are 0.0 miles of streams in erodible soils, and none of the watershed has a high soil erosion potential. No areas of shallow landslide potential have been identified.

Adult salmonids migrating up Mill Creek to spawn in the three miles of available spawning habitat above the city of Toledo dam have been captured, counted, and passed over the dam since 1997 as part of regular monitoring activities by the Oregon Department of Fish and Wildlife (ODFW). Coho Salmon are the most abundant migratory salmonid in Mill Creek with a mean annual return of 763 adult Coho Salmon per year (minimum = 130, maximum = 1,583). These returns of Coho Salmon to the spawning tributaries above the reservoir result in average spawner densities of 254 spawners per mile of spawning habitat (minimum = 43 spawners per mile, maximum = 528 spawners per mile). Fall Chinook Salmon and steelhead return to Mill Creek in lower numbers with 2 to 138 adult fall Chinook Salmon returning each year (mean = 37) and 26 to 117 steelhead returning each year (mean = 64); Other species are encountered less often.

Fisheries managers and local residents have worked to maintain fish passage throughout the Mill Creek drainage. Historically, fish could move freely throughout the watershed with the exception of Chum Salmon that could not pass above a natural waterfall about 3 miles upstream from the confluence with the Yaquina River and about 1 mile downstream of the dam owned and operated by the city of Toledo. Smaller diversion structures were removed by the mid-twentieth century because of disuse or issues associated with fish passage. The original 1937 dam operated by the city of Toledo did not provide fish passage, and ODFW reports from the 1950s indicated that the dam prevented the upstream movement of all fish except steelhead and possibly, when flow conditions were ideal for passage, Coho Salmon. A concrete fish ladder was built in 1969 when the larger, earthen dam was constructed with the intent to provide passage for Coho Salmon, fall Chinook Salmon, steelhead, and Coastal Cutthroat Trout.

Ecological, social, and scientific importance

The Mill Creek watershed including the portion of the watershed upstream of the city of Toledo dam is important habitat for native fish species including federally protected Coho Salmon. About half of the habitat upstream of the dam is on the Siuslaw National Forest, and Coho Salmon that spawn on Siuslaw National Forest lands have to be passed over the dam before they can access the spawning grounds above. Counts of adult Coho Salmon suggest that fish returning to Mill Creek are an important component of the overall Yaquina River population of Coho Salmon. Maintaining strong populations of native fishes in streams like Mill Creek is important for strengthening the abundance and diversity of larger fish assemblages. Anadromous fishes in Mill Creek bring marine derived nutrients to the watershed, help support estuary and marine food webs, and contribute to salmon fisheries in the eastern Pacific Ocean that are important economically and culturally.

Data collected by ODFW at the Mill Creek trap is used to estimate rates of freshwater and marine survival of Coho Salmon as well as trends in abundance of Coho Salmon. These estimates together with other indicator sites along the coast are used to monitor population trends and the effectiveness of population wide recovery efforts. Counts of the number of Coho Salmon returning to Mill Creek are used to help managers determine when coast wide populations of natural origin Coho Salmon are strong enough to support recreational harvest. Continuing to count adult salmonids returning to Mill Creek is critical to coastal salmonid monitoring efforts and is necessary to help managers provide responsible harvest opportunities for federally protected, natural origin Coho Salmon.

Fish ladder limitations

The fish ladder on Mill Creek is a concrete channel with a series of step pools over wood baffles. The ladder joins Mill Creek about 300 ft. downstream of the city of Toledo dam. A large metal weir helps direct fish toward the opening at the bottom of the fish ladder. The ladder terminates about 100 ft. from the top of the dam at a trap designed to capture adult salmonids migrating up the ladder. Water enters the ladder from the lake above, travels through a concrete tube that is about 3 ft. in diameter, and then passes through a vertical head-gate that regulates flow rate through the fish trap and ladder (Figure 2).

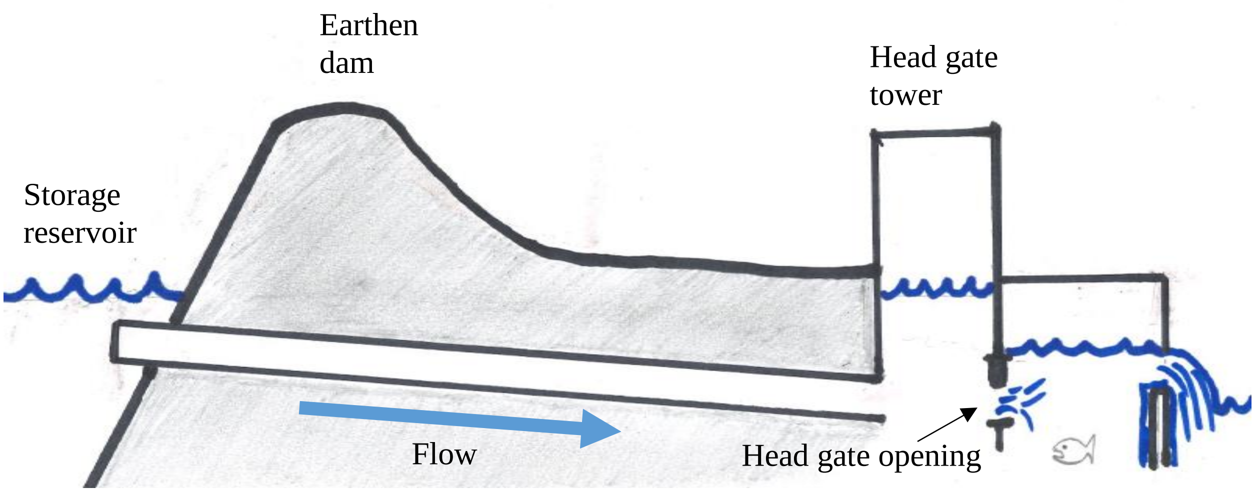

Figure 2. Diagram of the fish passage structure at the top of the dam on Mill Creek near Toledo, Oregon.

Fish passage upstream of the trap is limited by a velocity barrier created at the vertical head gate. Fish are prevented from moving upstream into the lake when lake levels and the discharge of Mill Creek are elevated. Fish placed into the ladder between the fish trap and the head gate structure have remained below the head gate structure for days to weeks without successfully passing upstream into the reservoir and the spawning tributaries above. Some fish can pass upstream, but passage is probably limited to periods when the reservoir level and discharge of Mill Creek have dropped enough to eliminate the velocity barrier at the head gate. Most fish migrating up Mill Creek do so when discharge increases with fall rains and therefore are blocked or substantially delayed in proceeding upstream to spawn. ODFW staff have manually transported adult salmon and steelhead over the dam since 1997 in an effort to prevent migrating fish from being delayed or prevented from reaching the spawning habitat in the tributaries above the reservoir. This has resulted in over 15,000 Coho Salmon, 1,000 Steelhead Trout, hundreds of Chinook Salmon, and hundreds Cutthroat Trout being manually transported over the dam to be released into the reservoir above.

Other limitations of the current ladder and trap include periodic crowding of adults in the trap, fish entering the spillway channel, and a need to update areas where ODFW staff work to comply with modern safety standards. Generally less than fifty fish are present in the trap at any given time, but occasionally, during good return years more than 400 fish are trapped in a 24-hour period. Fish enter the spillway channel when jacks pass between the bars of the weir, discharge peaks and allows passage over or around the weir, or fish drop down the spillway tubes and enter the spillway channel from above. The need to update the configuration of areas where personnel work is a byproduct of the age of the ladder and trap which both were constructed prior to the implementation of many current safety standards.

Proposed actions

We propose modifying the fish ladder at Mill Creek to improve upstream passage, expand the trap holding capacity, improve attraction to the ladder entrance, and modify workspaces to meet current safety standards. The ladder is in good operating condition along most of its length. Therefore, modifications would only need to be made to the entrance of the ladder, the trap at the top of the ladder, and the intake structure from the head gate to the reservoir. We therefore propose the following three actions:

1) Replace the intake structure (inlet pipe, head gate tower, and vertical head gate) with an open, concrete channel having a series of step pools that extend from the current trap to the reservoir.
2) Increase the size of the trap to prevent overcrowding during peak migration periods. Modify or replace any features of the trap that do not meet current state and federal workplace safety standards.
3) Modify the weir at the base of the ladder to create a passage barrier preventing fish from moving upstream into the bypass channel. Make necessary changes to increase attraction rates to the bottom of the fish ladder.

Project tasks and timeline

Summer and Fall 2019 – Coordinate with involved parties, discuss passage issues, and develop a consensus about the need to improve passage at Mill Creek. Identify potential target funding sources. (*Completed*)

Winter and Spring 2020 – Write a funding proposal for a feasibility study for an improved fish passage structure (*Completed*).

Summer 2020* – Conduct a project feasibility study to identify how to modify the fish passage structure at Mill Creek in a manner that will meet fish passage objectives but will not hinder the integrity of the dam or reduce the functionality of the site as a water supply for the city of Toledo.

Fall 2020 and Winter 2021 – Choose a build plan based on the results of the feasibility study. Write funding proposals for project implementation and obtain necessary permits.

Summer 2021 – Construct new passage structures and modify the fish trap.

*This is the phase for which funding is currently requested.

6. Project Justification. What is the problem the project is addressing? E.g., what drinking water quality or supply issues are being addressed? What priority risks or key limiting factors to native fish viability will this work affect? Have the proposed activities been identified in an existing source water control or watershed restoration plan? If so, cite the specific reports used to justify this work.

Access to the productive spawning grounds on the forks of Mill Creek above the storage reservoir is critical to maintaining populations of native anadromous salmonids including federally protected Coho Salmon. This access is severely impeded by the current fish passage structure at the top of the fish ladder. Efficient passage is currently dependent upon ODFW staff manually transporting all fish over the dam. In the event that ODFW were not available to pass fish, many would not make it to the spawning grounds above.

Engineering a new fish passage structure is a critical first step to rectifying the inefficiencies of the current ladder. The dam is of high importance to the community of Toledo. Therefore, any new fish passage structure must not affect the integrity of the dam or the municipal water supply. Sound design and proper planning will ensure efficient use of future resources dedicated to repairing and replacing the inefficient portions of the current fish ladder.

7. Project Goals, Benefits, and Outcomes. What are the project goals and anticipated outcomes? E.g., how will the proposed work address the problem(s) identified in the project justification section above? Include short- and long-term benefits to water quality or supply, but also to aquatic and riparian habitat and the species dependent upon them; e.g. number of acres or miles of habitat improved, the magnitude of improvements. Benefits and outcomes may also be described in terms of economic or social impacts, such as changes in public opinion, attitudes, or behavior; e.g., using trail-user surveys.

The project goals are to develop a plan for a new fish passage structure that will efficiently pass fish over the municipal water supply dam. The anticipated outcome is a set of engineered plans that meet both fish passage needs for native species as well as the municipal water supply needs of the City of Toledo. These plans will be ready to be distributed to contractors in the future stages in the project.

These plans will benefit the future stages of construction and repair. Once completed, the new structure will benefit native anadromous salmonids accessing spawning grounds above. Improved access to the spawning tributaries on the Siuslaw National Forest will help the forest meet its goals for protecting access to critical habitats for salmonids. A final benefit will come to helping the City meet fish passage requirements set out in state law without burdening water users with increased fees associated with leveed funds that would be needed to pay for improving fish passage at this site.

The desired outcome is a plan for a structure that provides efficient fish passage while maintain the integrity and utility of the water storage reservoir. The new designs would direct construction of a structure that would no longer require manually transporting fish over the dam.

Improved fish passage at Mill Creek will result in better migratory conditions for thousands of native fish and will reduce the stress and handling time of fish captured at the trap.

C. Capacity (30 points total)

8. Partners.

a) *If the primary applicant is an organization other than the public water system* listed in Section 1, please explain the level of support for, or engagement expected by, the water provider. E.g., Have you discussed this proposal and project with drinking water system staff? Can you confirm they are willing to act as a grant recipient if this proposal is recommended to apply for state funding?

   a. The City of Toledo is a partner in this project and, they are directly involved in planning and assisting with the update to the fish passage structure. The dam and the ladder are owned by the City of Toledo. They are supportive of this grant application and also desire to implement better fish passage at this site. They are willing to act as a grant recipient.

b) *If the primary applicant is an organization other than the local USFS or BLM* district (or NF), please explain the level of support for, and engagement expected by, the local FS or BLM staff. E.g., Have you discussed this proposal and project with district staff? Can you confirm they are willing to act as a grant recipient if this proposal is recommended for federal funding?

   a. We have discussed this project with U.S. Forest Service District Staff. They are willing to provide project advice, and they support improving fish passage at this site. They are willing to act as a grant recipient for federal funding.

c) Use the table below to list all other significant organizational project partners and their roles and contributions. Add rows as necessary.

Partner (e.g., name of organization or individual)	**Role** (i.e., landowner, funder)	**Contribution Description** (i.e., land access, cash, logs)
City of Toledo	Landowner and water user. Owner of the dam and fish passage structure.	Planning assistance, labor assistance, and land access
Siuslaw National Forest	Landowner upstream of dam	Support for activities that improve access for native fish that spawn and rear in Mill Creek on Siuslaw National Forest lands.
Weyerhaeuser	Landowner upstream of dam	Support for activities that improve access for native fish that spawn and rear in Mill

		Creek on Weyerhaeuser lands.

9. Experience. List similar projects that your organization has successfully completed and identify project staff and their qualifications pertinent to this project.

Example projects:

Re-design of intake structure at Mill Creek dam (need a sentence from Ric Saavedra)
Other fish passage projects (several one sentence descriptions from Greg Apke of ODFW fish passage projects designed)

Staff and qualifications:
Mike Lance, ODFW: Experienced writing grants, completing objectives, and reporting project outcomes to funding and oversight committees.

Ric Saavedra, City of Toledo: Experienced running municipal water programs, experienced managing budgets and personnel. Experienced with planning, coordinating, and implementing infrastructure and maintenance projects.

Greg Apke, ODFW: Statewide fish passage coordinator. Experienced planning, coordinating, and implementing fish passage projects. Experienced with designing fish passage structures across a wide variety of stream sizes, fish needs, and hydrologic regimes. Experienced working with multi-agency projects. Detailed knowledge of laws, policies, and regulations pertaining to waterways and fish passage structures.

Erik Suring, ODFW: Experienced managing fisheries research and management projects. Experienced applying for and managing grant funding. Experienced with setting project objectives and maintaining project timelines.

10. Timeline and Readiness.

a) Use the table below to describe the project work plan and schedule by major activity, task, or phase of work. Add rows as necessary.

Activity	Estimated Start Date	Estimated Completion Date
Feasibility study/modification design	June 15, 2020	September 15, 2020
Reconstruction of fishway	July 1, 2021	October 15, 2021

b) Use the table below to identify permits expected to be necessary for the project and describe their current status.

Permit/Approval	Application Date	Expected Issuance
Oregon Water Resources Board – Dam Safety Inspection approval of fishway designs	October 1, 2020	January 1, 2021

A grantee may receive funding from one of several different agencies, each with unique timing restrictions, so it is helpful for the evaluation committee to understand whether available funds can be spent in the time period noted. See “Terms of Funding” section of the RFP.

c) Based upon steps already taken to prepare this project, describe how it is ready for implementation this year. This may be with respect to landowner willingness, design, and/or contract preparation but also note your ability to undertake activities listed above within the noted time frames.

    a. We are ready to undertake the re-design process of the fishway on Mill Creek. The City of Toledo is supportive of the improvements that need to be made. Would could immediately send out the project for a bid from engineering firms pending acquisition of funding. We have consulted with an engineering firm familiar with the site. They have confirmed that the requested amount would cover the costs to complete the designs, and that the design process could be completed in our planned time window.

D. Effectiveness & Engagement (15 points total)

11. Monitoring. Describe your monitoring plan and how it supports your stated goals and objectives. I.e., Habitat restoration requires before and after photos illustrating the issue the project is addressing and the results of the work. If yours is an education or outreach project, how will you measure a shift in public attitudes or behavior?

a. Overall project success will be monitored by the ability for fish to pass over the dam completely without the need for manual transportation over the water supply dam. We anticipate that a redesign will result in the structure being passable across a variety of water levels in the lake. Passage of adult fish will be monitored regularly throughout the post implementation period as part of regular monitoring of adult salmon and steelhead migration past the site. Monitoring of the initial design phase will be completed through regular review of progress with the incumbent engineering firm as well as final review of plans by ODFW fish passage program personnel, Oregon Department of Water Resources Dam Safety inspectors, and City of Toledo water plant operators.

12. Community Outreach. List volunteer, education, outreach, stewardship, or other opportunities for community involvement during the project or to be created as a result of the project.

a. This project provides a great opportunity to reach out to the local community and show how the local drinking water system is also a functioning ecosystem. Mill Creek provides an important municipal water supply while also being home to salmon, steelhead, trout, amphibians, and other aquatic and terrestrial wildlife. We plan to share our project with local news venues as well as ODFW media resources to show how this project helps native fish populations in a watershed that also provides an important community resource.

E. Budget (10 points total)

13. Budget Form. Complete the budget table below and include expenses and revenue sources for the entire project, including match. See table footnotes for guidance. You may add rows as needed and you may also provide a budget narrative or justification. Note: A 25% match, in-kind and/or cash, is encouraged but not required.

Expense Item	**Funds Requested**	**Non-Federal *Match**		**Other *Contributions**		**Total Project Value**
		Amount	**Source	Amount	**Source	
Materials and Supplies	$0					$0
Equipment	$0					$0
Labor/salary***	$0	$4,881.17	Non-Federal staff – *S* (*in-kind*)			$4,881.17
Service or Construction Contracts	$50,000					$50,000
Travel	$0					$0
Project Administration	$0					$0
Other (describe)	$0					$0
Total	**$50,000**	$4,881.17				$54,881.17

**Match* and *Contributions* indicate the amount of funding or value of in-kind support you have or expect to receive from a federal or non-federal partner.

**Under both *Source* columns, please indicate with either an *S* or a *P* whether your matching funds are *Secured* or *Pending*.

*** Identify all salary/labor expenses as Federal or non-Federal staff.

Section 3: Appendix

You may attach supporting materials not requested, such as photos, maps, or letters of support.

Reminder: The total application should not exceed 17 pages, excluding Section 1.

<table>
<tr><td rowspan="2"></td><th>Meeting Date:</th><th>Agenda Topic:</th></tr>
<tr><td>January 15, 2020</td><td rowspan="3">Consider agreement with Dyer Engineering to provide engineering services to Arcadia Dr. and Spruce St. overlay projects</td></tr>
<tr><th>Council Goal:</th><th>Agenda Type:</th></tr>
<tr><td>Maintain and improve public infrastructure and facilities.</td><td>Decision Items</td></tr>
<tr><th>Prepared by:</th><th>Reviewed by:</th><th>Approved by:</th></tr>
<tr><td>Manager Pro Tem W. Hare</td><td>City Manager Wes Hare</td><td>City Manager Wes Hare</td></tr>
</table>

Recommendation:
Motion to approve the agreement and scope of services proposed by Dyer Engineering to complete budgeted work on Arcadia Drive and Spruce Streets

Background:
The City has received Small City Allotment Grants from the Oregon Department of Transportation over the past two years to overlay and repair Arcadia Drive and Spruce Street. The grants do not cover the complete costs of the projects, but will provide enough money to do both projects within our adopted budget. Dyer's costs are within the 15% that is regarded as usual and customary for this type of work. I have no experience working with the firm, but we contracted with them to do the work on Arcadia last year and I have no reason to believe there is any problem with their work. We believe we will get a better bid for the projects by combining them and proceeding with bidding as soon as possible. The proposed Scope of Services and cost estimates are included as a PDF document in your packet.

Fiscal Impact:	Fiscal Year:	GL Number:
$42,000	**2019-2020**	**110 (Streets)**

Attachment:
1. Amendment No. 1, Scope of Services

Amendment No. 1 to Task Order No. 4
City of Toledo
Arcadia Street Improvements Project

SCOPE OF SERVICES

The City received a Small City Allotment Grant for work on NW Spruce Street. In conjunction with the Arcadia Street Improvement Project the City has requested that The Dyer Partnership Engineers & Planners (Dyer) provide design services for the project Schedule C - NW Spruce Street. Dyer will provide design plans and technical specifications. The preliminary cost estimate and engineering man-hours for this street improvement project were based on completing reconstruction of roadway sections in need of repair, followed by a complete asphalt overlay the length of the project.

The City is also requesting engineering services for bidding and construction administration services for Schedule A – Arcadia Drive NE (Bugress Road to Arcadia School), Schedule B – Arcadia Drive NE (Arcadia School to Cemetery), and Schedule C - NW Spruce Street.

The Engineer will be responsible for the following tasks:

Task 1 – Design Phase (Schedule C - NW Spruce Street)

- Project setup and management.
- Review of the project site.
- Design meetings and coordination with City Staff.
- Prepare design plans for City review and comment.
- Prepare technical specifications for City review and comment.
- Provide estimated costs for construction and an estimated timeline for construction.
- Prepare and submit final construction documents to City.

Task 2 – Bidding and Contracts Phase (All Schedules)

- Prepare bidding documents including bidding requirements and contract documents.
- Prepare advertisement for bids and send to City-approved publications (City to pay advertising expense).
- Develop electronic copies (pdf) of final bidding documents and distribute to QuestCDN for bidders and suppliers to purchase and download. Reproduce bidding documents and distribute to Owner, Engineer and interested bidders.
- Respond to bidder questions and prepare necessary addendums, if needed.
- Attend bid opening
- Review bids and recommend contract award based on public contracting rules.
- Prepare construction contracts for City approval.
- Issue Notice of Intent to Award, Notice of Award and Notice to Proceed.

Task 3 – Contract Administration Phase (All Schedules)

- Conduct preconstruction conference.
- Provide field layout for limits of reconstruction areas.
- Review submittals.
- Periodic construction observation (40 hours for Engineering Tech and 6 hours for Project Manager) to observe construction progress of the overall work. (City to supplement construction observation services for the majority of the construction work).
- Administer construction contract.
- Prepare monthly pay requests and change orders.
- Provide Record Drawings.
- Conduct final inspections, punch list, and back-check for corrective work.

PROPOSED FEE

Services will be performed and billed on a time and materials basis. The original not to exceed a maximum of $40,700 will be increased by $31,570 for a revised not to exceed maximum of $72,270, including all professional services and reimbursable expenses.

PAYMENT METHOD

Monthly progress payments based on work completed.

WORK PRODUCT

Three paper copies and one electronic copy of the final plans and specifications.

SERVICES NOT INCLUDED

- City to Pay Advertising Expense
- Pre and Post Construction Surveys
- Construction Staking
- Sidewalk and Storm Drainage Design
- Permits, if required

City of Toledo

____

Wes Hare,
City Manager Pro Tem

Date:____________________

The Dyer Partnership
Engineers & Planners, Inc.

____

Steve Major, PE,
President

Date:___________________

ESTIMATE OF MAN HOURS AND COSTS

DATE: 12-23-19 *PROJECT:* **Arcadia Street Improvements - Amendment No. 1** *Phase 1:* Design Period Services, Schedule C - NW Spruce Street

	TASK	PRIN MGR	PROJ MGR	PROJ ENGR	ENGR TECH	DRFR	INSP	SURVEY CREW	CLER
					MAN HOURS				
1:	Project Setup and Management		4						2
2:	Site Visit		6		6				
3:	Meetings and Coordination		4		2				
4:	Project Plans		8		24				
5:	Technical Specifications		4		10				4
6:	Cost Estimates		2		8				
	TOTAL ESTIMATED HOURS	0	28	0	50	0	0	0	6

MATERIAL COSTS	DESCRIPTION OR UNIT	QUANTITY	UNIT COST	TOTAL COST
REPORT				0.00
PHOTOGRAPHS				0.00
COST ESTIMATE				0.00
PLANS AND PRINTS				0.00
SPECIFICATIONS				0.00
OTHER				0.00
				0.00
				0.00
TOTAL MATERIAL COSTS---				$0.00

TRAVEL AND PER DIEM	DETAIL		TOTAL COST
MILEAGE	288	$0.56	161.28
COMMERCIAL			
PER DIEM		$45	0.00
LOCAL TRANSPORTATION			
LODGING		$90	0.00
TOTAL TRAVEL AND PER DIEM---			$161

OTHER SIGNIFICANT COSTS	DETAIL	TOTAL COST
SUBCONSULTANT - GEOTECHNICAL		
1ST CONTACT TELEPHONE		
SHIPPING		
REPRODUCTION		
OTHER		
TOTAL OTHER SIGNIFICANT COSTS--		$0

PREPARED BY: ACH

ESTIMATE OF MAN HOURS AND COSTS

DATE:	12-23-19	*PROJECT:*	**Arcadia Street Improvements - Amendment No. 1**	*Phase 2:*	Bidding Period Services All Schedules

	TASK	PRIN MGR	PROJ MGR	PROJ ENGR	MAN HOURS ENGR TECH	DRFR	INSP	SURVEY CREW	CLER
1:	Prepare Bidding Documents		8		8				8
2:	Bid Period Questions & Addendums		12		8				3
3:	Attend Bid Opening		4						2
4:	Review Bids & Prepare Contracts		4		4				4
	TOTAL ESTIMATED HOURS	0	28	0	20	0	0	0	17

MATERIAL COSTS	DESCRIPTION OR UNIT	QUANTITY	UNIT COST	TOTAL COST
REPORT				0.00
PHOTOGRAPHS				0.00
COST ESTIMATE				0.00
PLANS AND PRINTS				0.00
SPECIFICATIONS				0.00
OTHER				0.00
				0.00
				0.00
TOTAL MATERIAL COSTS--				$0.00

TRAVEL AND PER DIEM	DETAIL		TOTAL COST
MILEAGE	125	$0.56	70.00
COMMERCIAL			
PER DIEM		$45	0.00
LOCAL TRANSPORTATION			
LODGING		$90	0.00
TOTAL TRAVEL AND PER DIEM--			$70

OTHER SIGNIFICANT COSTS	DETAIL	TOTAL COST
SHIPPING		
REPRODUCTION		
OTHER		
TOTAL OTHER SIGNIFICANT COSTS--		$0

PREPARED BY: ACH

ESTIMATE OF MAN HOURS AND COSTS

DATE:	12-23-19	*PROJECT:*	**Arcadia Street Improvements - Amendment No. 1**	*PART 3:*	Construction Administration All Schedules

	TASK	PRIN MGR	PROJ MGR	PROJ ENGR	ENGR TECH	DRFR	INSP	SURVEY CREW	CLER
					MAN HOURS				
1:	Pre-Construction Conference		4		4				
2:	Field Layout		12		12				
3:	Submittal Review		4		12				
4:	Construction Inspection/Site Visits		6		40				
5:	Contract Administration		16		2				
6:	Payment Requests/Change Orders		8		4				
7:	As-Built Drawings		2			8			
8:	Project Close-out		2						4
	TOTAL ESTIMATED HOURS	0	54	0	74	8	0	0	4

MATERIAL COSTS	DESCRIPTION OR UNIT	QUANTITY	UNIT COST	TOTAL COST
REPORT				0.00
PHOTOGRAPHS				0.00
COST ESTIMATE				0.00
PLANS AND PRINTS				0.00
SPECIFICATIONS				0.00
OTHER				0.00
				0.00
				0.00
TOTAL MATERIAL COSTS--				$0.00

TRAVEL AND PER DIEM	DETAIL			TOTAL COST
MILEAGE	1250		$0.56	700.00
COMMERCIAL				
PER DIEM		each	$45	0.00
LOCAL TRANSPORTATION				
LODGING		each	$90	0.00
TOTAL TRAVEL AND PER DIEM---				$700

OTHER SIGNIFICANT COSTS	DETAIL	TOTAL COST
1ST CONTACT TELEPHONE		
SHIPPING		
REPRODUCTION		
OTHER		
TOTAL OTHER SIGNIFICANT COSTS---		$0

PREPARED BY: ACH

SUMMARY

BREAKDOWN OF PROPOSED FEE

DATE: 12-23-19 *PROJECT:* **Arcadia Street Improvements -**

	LABOR RATE $/HR.	-1- HRS.	-1- AMOUNT	-2- HRS.	-2- AMOUNT	-3- HRS.	-3- AMOUNT
DIRECT LABOR COSTS:							
PRINCIPLE MANAGER----------	140.00	0	0.00	0	0.00	0	0.00
PROJECT MANAGER----------	130.00	28	3,640.00	28	3,640.00	54	7,020.00
PROJECT ENGINEER ------------	120.00	0	0.00	0	0.00	0	0.00
ENGINEER TECH ------------	100.00	50	5,000.00	20	2,000.00	74	7,400.00
DRAFTER/CAD OPERATOR--	84.00	0	0.00	0	0.00	8	672.00
INSPECTOR-----------------	90.00	0	0.00	0	0.00	0	0.00
SURVEY CREW------------	135.00	0	0.00	0	0.00	0	0.00
CLERICAL 1------------------	47.00	6	282.00	17	799.00	4	188.00
TOTAL DIRECT LABOR COSTS:			$8,922		$6,439		$15,280
DIRECT PROJECT EXPENSES							
A. MATERIAL COSTS (BREAKDOWN ATTACHED)			0.00		0.00		0.00
B. TRAVEL & PER DIEM (BREAKDOWN ATTACHED)			161.28		70.00		700.00
C. OTHER SIGNIFICANT COSTS (BREAKDN ATTACHED)			0.00		0.00		0.00
D. ADMINISTRATIVE FEE $0 % OF A,B,&C			0.00		0.00		0.00
TOTAL OF: A THROUGH D			$161.28		$70.00		$700.00
TOTAL FEE (PER PHASE):			$9,081		$6,509		$15,980

Phase	1:	Design Period Services	$9,081
Phase	2:	Bidding Period Services	$6,509
Phase	3:	Construction Administration	$15,980
		Total Tasks 1+2+3	**$31,570**

PREPARED BY: ACH

<table>
<tr><td rowspan="2"></td><td>Meeting Date:</td><td>Agenda Topic:</td></tr>
<tr><td>January 15, 2020</td><td rowspan="3">Appointment to the Planning Commission</td></tr>
<tr><td>Council Goal:</td><td>Agenda Type:</td></tr>
<tr><td>Collaborate with exsting and potential partners and promote civic participation.</td><td>Decision Items</td></tr>
<tr><td>Prepared by:</td><td>Reviewed by:</td><td>Approved by:</td></tr>
<tr><td>City Recorder L. Figueroa</td><td>City Manager Wes Hare</td><td>City Manager Wes Hare</td></tr>
</table>

Recommendation:
Motion to re-appoint Penny Ryerson to the Planning Commission for a four year term.

Background:
There is one term on the Planning Commission that expired as of December 31, 2019. Incumbent member, Penny Ryerson has indicated she would like to serve another term. The City Council has re-appointed incumbent members to consecutive terms and Staff recommends re-appointing Ms. Ryerson.

Fiscal Impact:	Fiscal Year:	GL Number:
N/A	**2019-2020**	**N/A**

Toledo Police Department Stats December 2019

Traffic Stats

DWS-Violation	34
Driving Uninsured	30
Improper Display of Sticker	14
Violation of Posted Speed	10
Driving W/O Privileges	8
Failure to Drive w/in Lane	8
Fail Carry Proof Insurance	5
Failure to Carry Veh Reg	5
Open Container	5
Failure to Register Vehicle	4
Illegal Alteration/Display Plate	3
Failure to stop driveway/sidewalk	2
Failure to Use Seat Belt	2
Failure to Obey Traffic Control Device	1
Failure to Renew Vehicle Registration	1
Failure to use Ignition Interlock Device	1
Failure to Yield Emergency Vehicle	1
Unlawful/Unsignaled Turn	1
Violation of Posted Truck Route	1
Total	**136**

	Citations	Warnings	Total	Average Warning
Total	**136**	**368**	**495**	**74%**

Crime Stats

Person

Assault	1
Harassment	2
Reckless Endangering	3
Sex Offense	1
Total	**7**

Property

Criminal Mischief	2
Hit and Run - Property	1
Theft	1
Total	**4**

Society

Drugs	18
DUII	10
DWS - Misdemeanor	3
Fail to Carry and Present License	3
Felon Possession of Weapon	1
Interfere w/ Police Officer	1
Offensive Littering	1
Parole/Probation Detainer	9
Reckless Driving	8
Resisting Arrest	1
Warrant	12
Total	**67**

Total Crimes	78
Total Cleared Crimes	72
Cleared by Arrest	92%

Accounts Payable

To Be Paid Proof List

User: apclerk
Printed: 12/06/2019 - 10:23AM
Batch: 00001.12.2019 - AP 12/6/19

Invoice Number / Account Number		Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
accel	Accela, Inc. #774375									
INV-ACC49601		11/30/2019	278.00	0.00	12/06/2019				False	0
013-135-600100 Office Supplies					Utility bill web pay fees Nov 2019					
INV-ACC49601		11/30/2019	278.00	0.00	12/06/2019				False	0
012-125-600100 Office Supplies					Utility bill web pay fees Nov 2019					
	INV-ACC49601 Total:		556.00							
	accel Total:		556.00							
airno	Airgas USA, LLC									
9095578396		11/25/2019	79.82	0.00	12/06/2019				False	0
013-135-600300 Equipment Maint & Repair					shop supplies					
	9095578396 Total:		79.82							
	airno Total:		79.82							
alllo	Allen's Lot Maint, LLC									
6431		11/30/2019	3,453.00	0.00	12/06/2019				False	0
011-110-608175 Street Sweeping					Street sweeping Nov 2019					
	6431 Total:		3,453.00							
	alllo Total:		3,453.00							
autgr	The Automation Group									
00005640		11/19/2019	683.41	0.00	12/06/2019				False	0
012-120-608100 Contract & Other Services					WTP PLC time change					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
00005640 Total:		683.41							
autgr Total:		683.41							
bakta Baker & Taylor									
2034963035	11/23/2019	182.15	0.00	12/06/2019				False	0
001-700-603500 Books & Materials				books					
2034963035 Total:		182.15							
H41617810	11/22/2019	139.81	0.00	12/06/2019				False	0
001-700-603500 Books & Materials				books					
H41617810 Total:		139.81							
H41715650	11/26/2019	12.57	0.00	12/06/2019				False	0
001-700-603500 Books & Materials				DVD					
H41715650 Total:		12.57							
H41740040	11/27/2019	22.19	0.00	12/06/2019				False	0
001-700-603500 Books & Materials				books/DVD					
H41740040 Total:		22.19							
bakta Total:		356.72							
barbu Barrett Business Services, Inc									
3134060	11/22/2019	756.00	0.00	12/06/2019				False	0
001-500-608100 Contract & Other Services				temp employee services per end 11/3/19					
3134060 Total:		756.00							
3134144	11/22/2019	604.80	0.00	12/06/2019				False	0
001-500-608100 Contract & Other Services				temp employee services per end 11/17/19					
3134144 Total:		604.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
barbu Total:		1,360.80							
barsu Barrelhead Supply, Inc.									
279071	11/15/2019	206.64	0.00	12/06/2019				False	0
012-125-608000 Supplies				concrete					
279071 Total:		206.64							
barsu Total:		206.64							
bespo Best Pots, Inc.									
394627	11/8/2019	35.00	0.00	12/06/2019				False	0
001-650-608100 Contract & Other Services				portable unit service-East Slope park					
394627 Total:		35.00							
394919	11/15/2019	35.00	0.00	12/06/2019				False	0
001-650-608100 Contract & Other Services				portable unit service-Mem Field					
394919 Total:		35.00							
394920	11/15/2019	35.00	0.00	12/06/2019				False	0
001-650-608100 Contract & Other Services				portable unit service-East Slope park					
394920 Total:		35.00							
395212	11/21/2019	105.40	0.00	12/06/2019				False	0
001-650-608100 Contract & Other Services				portable unit rent-Skate Park					
395212 Total:		105.40							
395272	11/21/2019	118.10	0.00	12/06/2019				False	0
001-650-608100 Contract & Other Services				portable unit rent-Ind Way					
395272 Total:		118.10							
395273	11/21/2019	35.00	0.00	12/06/2019				False	0
001-650-608100 Contract & Other Services				portable unit service-Mem Field					
395273 Total:		35.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
395274	11/21/2019	35.00	0.00	12/06/2019				False	0
001-650-608100 Contract & Other Services				portable unit service-East Slope park					
395274 Total:		35.00							
bespo Total:		398.50							
bulla Bullard Law, PC									
41242	11/15/2019	2,749.67	0.00	12/06/2019				False	0
001-100-608100 Contract & Other Services				legal services					
41242 Total:		2,749.67							
bulla Total:		2,749.67							
casfi Cascade Fire Equipment Co.									
093708	11/19/2019	11,605.00	0.00	12/06/2019				False	0
001-500-608000 Supplies				Innotex custom suits (5)					
093708 Total:		11,605.00							
casfi Total:		11,605.00							
civwe Civil West Engineering									
2902.041.010	12/1/2019	807.50	0.00	12/06/2019				False	0
042-420-608400 DEQ Loan Expenditures				Engineering services-Butler Bridge Force Main					
2902.041.010 Total:		807.50							
2902.042.002	12/1/2019	723.68	0.00	12/06/2019				False	0
041-410-608100 Contract & Other Services				Water rate study					
2902.042.002	12/1/2019	723.67	0.00	12/06/2019				False	0
042-420-608100 Contract & Other Services				Water rate study					
2902.042.002 Total:		1,447.35							
civwe Total:		2,254.85							
clija Cline, Janet									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2019-104	11/30/2019	2,475.00	0.00	12/06/2019				False	0
001-100-608100 Contract & Other Services				Finance assistance services					
2019-104 Total:		2,475.00							
clija Total:		2,475.00							
coplu	Copeland Lumber Yards, Inc.								
1911-033583	11/8/2019	78.44	0.00	12/06/2019				False	0
013-130-608000 Supplies				tape, sealant, sawzall blades					
1911-033583 Total:		78.44							
1911-041734	11/24/2019	97.99	0.00	12/06/2019				False	0
012-120-608000 Supplies				shop vac					
1911-041734 Total:		97.99							
1911-042427	11/25/2019	145.32	0.00	12/06/2019				False	0
001-650-600400 Facility Needs				plywood					
1911-042427 Total:		145.32							
coplu Total:		321.75							
fasco	Fastenal Company								
ORNEW138131	11/21/2019	182.54	0.00	12/06/2019				False	0
013-135-608000 Supplies				supplies					
ORNEW138131 Total:		182.54							
fasco Total:		182.54							
feren	Ferguson #3011 Waterworks								
0803281	11/16/2019	166.65	0.00	12/06/2019				False	0
013-135-608000 Supplies				kent seal roll					
0803281 Total:		166.65							
0829962	11/14/2019	109.76	0.00	12/06/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
012-125-608000 Supplies				tap plug					
0829962 Total:		109.76							
0829990	11/14/2019	129.82	0.00	12/06/2019				False	0
012-125-608000 Supplies				blind flange					
0829990 Total:		129.82							
0831773	11/21/2019	25.06	0.00	12/06/2019				False	0
012-125-608000 Supplies				bushing					
0831773 Total:		25.06							
feren Total:		431.29							
gale Gale/CENGAGE Learning									
68912688	11/20/2019	46.48	0.00	12/06/2019				False	0
001-700-603500 Books & Materials				books					
68912688 Total:		46.48							
gale Total:		46.48							
iape IAPE									
LI709320	11/22/2019	50.00	0.00	12/06/2019				False	0
001-400-600700 Membership & Subscriptions				2019 membership-Pickell					
LI709320 Total:		50.00							
iape Total:		50.00							
moobpo BRENN-PARK INC									
120483	11/29/2019	235.80	0.00	12/06/2019				False	0
012-120-600150 Data Processing Support				Utility bills Dec 2019					
120483	11/29/2019	235.80	0.00	12/06/2019				False	0
012-125-600150 Data Processing Support				Utility bills Dec 2019					
120483	11/29/2019	235.80	0.00	12/06/2019				False	0
013-130-600150 Data Processing Support				Utility bills Dec 2019					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
120483	11/29/2019	235.79	0.00	12/06/2019				False	0
013-135-600150 Data Processing Support				Utility bills Dec 2019					
120483 Total:		943.19							
moobpo Total:		943.19							
netas Net Assets									
85-201911	12/2/2019	109.00	0.00	12/06/2019				False	0
001-900-608100 Contract & Other Services				lien searches Nov 2019					
85-201911 Total:		109.00							
netas Total:		109.00							
ninsu 911 Supply									
82159	11/21/2019	100.98	0.00	12/06/2019				False	0
001-400-608000 Supplies				apparel-Wigham					
82159 Total:		100.98							
ninsu Total:		100.98							
oceti Ocean Tire Factory									
IN00027128	11/26/2019	788.00	0.00	12/06/2019				False	0
001-400-601500 Gas, Oil & Tires				tires, oil change-2015 Interceptor					
IN00027128 Total:		788.00							
IN00027129	11/26/2019	73.00	0.00	12/06/2019				False	0
001-400-601500 Gas, Oil & Tires				oil change, tire rotation-2014 Interceptor					
IN00027129 Total:		73.00							
oceti Total:		861.00							
oneca One Call Concepts, Inc.									
9110494	11/30/2019	24.60	0.00	12/06/2019				False	0
012-125-608100 Contract & Other Services				call tickets Nov 2019					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
9110494	11/30/2019	24.60	0.00	12/06/2019				False	0
013-135-608100 Contract & Other Services				call tickets Nov 2019					
9110494 Total:		49.20							
oneca Total:		49.20							
oraca	Oregon Accreditation Alliance								
1658	11/9/2019	605.00	0.00	12/06/2019				False	0
001-400-600700 Membership & Subscriptions				Site A agency fee					
1658	11/9/2019	302.50	0.00	12/06/2019				False	0
034-340-608100 Contract & Other Services				911 second agency fee					
1658 Total:		907.50							
oraca Total:		907.50							
orhea	Oregon Health Authority								
	11/22/2019	100.00	0.00	12/06/2019				False	0
012-120-608100 Contract & Other Services				202 cross connection fee ID #41-00899					
	11/22/2019	100.00	0.00	12/06/2019				False	0
012-125-608100 Contract & Other Services				202 cross connection fee ID #41-00899					
Total:		200.00							
orhea Total:		200.00							
oweeq	Owen Equipment								
00192956	11/20/2019	4,028.04	0.00	12/06/2019				False	0
013-135-600300 Equipment Maint & Repair				fan assembly-Vactor truck					
00192956 Total:		4,028.04							
00193034	11/26/2019	345.38	0.00	12/06/2019				False	0
013-135-600300 Equipment Maint & Repair				parts-Vactor truck					
00193034 Total:		345.38							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
oweeq Total:		4,373.42							
recbo Recorded Books Inc									
76570364	11/19/2019	181.20	0.00	12/06/2019				False	0
001-700-603500 Books & Materials				books on CD					
76570364 Total:		181.20							
76576103	11/21/2019	168.28	0.00	12/06/2019				False	0
001-700-603500 Books & Materials				books on CD					
76576103 Total:		168.28							
recbo Total:		349.48							
saari Saavedra, Ricardo									
	12/4/2019	260.00	0.00	12/06/2019				False	0
013-130-600600 Travel & Training				reimbursement for waste water certification					
Total:		260.00							
saari Total:		260.00							
seawe Sea Western Fire Fighting Equipment									
INV3409	11/20/2019	1,571.40	0.00	12/06/2019				False	0
001-500-608000 Supplies				helmets (6)					
INV3409 Total:		1,571.40							
seawe Total:		1,571.40							
tolau Toledo Auto Parts									
213585	11/1/2019	8.33	0.00	12/06/2019				False	0
012-125-608000 Supplies				thread sealant					
213585 Total:		8.33							
213835	11/1/2019	90.00	0.00	12/06/2019				False	0
001-500-600300 Equipment Maint & Repair				floor liner					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
213835 Total:		90.00							
213960	11/4/2019	37.08	0.00	12/06/2019				False	0
001-500-600300 Equipment Maint & Repair				spark plugs					
213960 Total:		37.08							
214016	11/4/2019	29.26	0.00	12/06/2019				False	0
011-110-600300 Equipment Repair				supplies					
214016 Total:		29.26							
214037	11/5/2019	29.98	0.00	12/06/2019				False	0
011-110-600300 Equipment Repair				switch					
214037 Total:		29.98							
214654	11/15/2019	25.76	0.00	12/06/2019				False	0
001-650-608000 Supplies				cable ties					
214654 Total:		25.76							
214731	11/18/2019	25.76	0.00	12/06/2019				False	0
001-650-608000 Supplies				cable ties					
214731 Total:		25.76							
215054	11/25/2019	31.18	0.00	12/06/2019				False	0
013-135-600350 Vehicle Maint & Repair				wiper blades					
215054 Total:		31.18							
215094	11/25/2019	11.98	0.00	12/06/2019				False	0
011-110-608000 Supplies				oil					
215094 Total:		11.98							
215130	11/26/2019	37.16	0.00	12/06/2019				False	0
013-130-608000 Supplies				winshield wash, wiper blades					
215130 Total:		37.16							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
215133	11/26/2019	166.44	0.00	12/06/2019				False	0
013-135-600300 Equipment Maint & Repair				air filters, fuel filters					
215133 Total:		166.44							
tolau Total:		492.93							
verwi Verizon Wireless									
9842384883	11/18/2019	449.88	0.00	12/06/2019				False	0
034-340-620500 Equipment				equipment charges					
9842384883	11/18/2019	634.18	0.00	12/06/2019				False	0
001-400-600220 Communication Services				cell phones/tablets					
9842384883	11/18/2019	80.02	0.00	12/06/2019				False	0
001-500-600220 Communication Services				tablets					
9842384883 Total:		1,164.08							
verwi Total:		1,164.08							
wirwo Wire Works LLC									
8201	11/22/2019	394.95	0.00	12/06/2019				False	0
001-400-600350 Vehicle Maint & Repair				printer install in vehicles #521, 582, 879					
8201 Total:		394.95							
wirwo Total:		394.95							
yaqbo Yaquina Boat Equipment									
37612	11/21/2019	33.86	0.00	12/06/2019				False	0
012-125-608000 Supplies				stainless hex bushings					
37612 Total:		33.86							
yaqbo Total:		33.86							
zz248 OR Dept of Transportation									
	11/22/2019	136.00	0.00	12/06/2019				False	0
011-110-608100 Contract & Other Services				annual sign permit renewal #008200					

Total:	136.00
zz248 Total:	136.00
Report Total:	39,158.46

Accounts Payable

To Be Paid Proof List

User: apclerk
Printed: 12/13/2019 - 10:35AM
Batch: 00004.12.2019

Invoice Number / Account Number		Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
airno	Airgas USA, LLC									
9966964142		11/30/2019	24.45	0.00	12/13/2019				False	0
013-135-608000 Supplies					cylinder rental					
	9966964142 Total:		24.45							
	airno Total:		24.45							
alsco	Alsco									
LPOR2416932		11/6/2019	33.58	0.00	12/13/2019				False	0
012-125-608100 Contract & Other Services					laundry					
	LPOR2416932 Total:		33.58							
LPOR2416936		11/6/2019	54.00	0.00	12/13/2019				False	0
013-130-608100 Contract & Other Services					laundry					
	LPOR2416936 Total:		54.00							
LPOR2420792		11/13/2019	32.95	0.00	12/13/2019				False	0
012-125-608100 Contract & Other Services					laundry					
	LPOR2420792 Total:		32.95							
LPOR2420795		11/13/2019	38.52	0.00	12/13/2019				False	0
012-120-608100 Contract & Other Services					laundry					
	LPOR2420795 Total:		38.52							
LPOR2424606		11/20/2019	32.95	0.00	12/13/2019				False	0
012-125-608100 Contract & Other Services					laundry					

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
LPOR2424606 Total:		32.95							
LPOR2424610	11/20/2019	45.60	0.00	12/13/2019				False	0
013-130-608100 Contract & Other Services				laundry					
LPOR2424610 Total:		45.60							
LPOR2428344	11/27/2019	32.95	0.00	12/13/2019				False	0
012-125-608100 Contract & Other Services				laundry					
LPOR2428344 Total:		32.95							
LPOR2428347	11/27/2019	38.52	0.00	12/13/2019				False	0
012-120-608100 Contract & Other Services				laundry					
LPOR2428347 Total:		38.52							
LPOR2428352	11/27/2019	64.75	0.00	12/13/2019				False	0
013-130-608100 Contract & Other Services				laundry					
LPOR2428352 Total:		64.75							
alsco Total:		373.82							
autgr The Automation Group									
00005684	11/29/2019	275.00	0.00	12/13/2019				False	0
013-130-600300 Equipment Maint & Repair				WWTP plant drain ultrasonic programming					
00005684 Total:		275.00							
autgr Total:		275.00							
barbu Barrett Business Services, Inc									
3134846	11/29/2019	718.20	0.00	12/13/2019				False	0
001-500-608100 Contract & Other Services				Temp employee services per end 11/24/19					
3134846 Total:		718.20							
3135689	12/6/2019	453.60	0.00	12/13/2019				False	0
001-500-608100 Contract & Other Services				Temp employee services per end 12/1/19					

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
3135689 Total:		453.60							
barbu Total:		1,171.80							
caroi Carson Oil Co									
CP-00228966	11/30/2019	196.76	0.00	12/13/2019				False	0
012-120-601500 Gas, Oil & Tires				fuel					
CP-00228966	11/30/2019	110.55	0.00	12/13/2019				False	0
013-130-601500 Gas, Oil & Tires				fuel					
CP-00228966	11/30/2019	385.56	0.00	12/13/2019				False	0
011-110-601500 Gas, Oil & Tires				fuel					
CP-00228966	11/30/2019	385.56	0.00	12/13/2019				False	0
012-125-601500 Gas, Oil & Tires				fuel					
CP-00228966	11/30/2019	385.57	0.00	12/13/2019				False	0
013-135-601500 Gas, Oil & Tires				fuel					
CP-00228966	11/30/2019	385.57	0.00	12/13/2019				False	0
001-650-601500 Gas, Oil & Tires				fuel					
CP-00228966	11/30/2019	178.42	0.00	12/13/2019				False	0
011-110-600300 Equipment Repair				hydraulic oil					
CP-00228966 Total:		2,027.99							
CP-00229027	11/30/2019	1,225.51	0.00	12/13/2019				False	0
001-500-601500 Gas, Oil & Tires				fuel					
CP-00229027 Total:		1,225.51							
caroi Total:		3,253.50							
corpa CORPORATE PAYMENT SYSTEMS									
	11/18/2019	60.00	0.00	12/11/2019				False	0
001-100-600700 Membership & Subscription				OAMR membership fee-Figueroa					
	11/20/2019	67.00	0.00	12/11/2019				False	0
001-900-603600 Safety Committee				Cobblestone-Safety Committee lunch					
	11/21/2019	88.60	0.00	12/11/2019				False	0
001-900-603700 City Council				Cobblestone-LOC Small Cities meeting luncheon					
	11/21/2019	22.15	0.00	12/11/2019				False	0
001-100-600600 Travel & Training				Cobblestone-LOC Small Cities meeting luncheon					

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	10/28/2019	224.24	0.00	12/11/2019				False	0
001-650-600300 Equipment Maint & Repair				Altec-hydraulic roller motor					
	10/30/2019	2,218.12	0.00	12/11/2019				False	0
013-130-600300 Equipment Maint & Repair				Endress & Hauser-controller for plant drain pump					
	11/11/2019	435.60	0.00	12/11/2019				False	0
012-120-600600 Travel & Training				Spirit Mountain-Lodging OAWU Conference-Dues					
	11/1/2019	27.99	0.00	12/11/2019				False	0
001-500-608000 Supplies				Amazon-shower curtain rod					
	11/1/2019	71.73	0.00	12/11/2019				False	0
001-500-608000 Supplies				Emer Safety Supply-peep valves					
	11/11/2019	22.14	0.00	12/11/2019				False	0
001-500-608000 Supplies				Amazon-shower curtain and rings					
	11/15/2019	32.99	0.00	12/11/2019				False	0
001-500-608000 Supplies				Amazon-shower soap dispenser					
	11/24/2019	12.99	0.00	12/11/2019				False	0
001-500-608000 Supplies				Amazon-pouch for safety glasses					
	10/24/2019	18.99	0.00	12/11/2019				False	0
001-700-600100 Office Supplies				Staples-office supplies					
	10/24/2019	13.22	0.00	12/11/2019				False	0
001-700-600100 Office Supplies				Staples-office supplies					
	10/24/2019	26.99	0.00	12/11/2019				False	0
001-700-600100 Office Supplies				Staples-office supplies					
	10/28/2019	35.38	0.00	12/11/2019				False	0
001-700-600100 Office Supplies				Amazon-coffee & supplies					
	10/28/2019	84.24	0.00	12/11/2019				False	0
001-700-603500 Books & Materials				Amazon-books					
	10/28/2019	3.03	0.00	12/11/2019				False	0
001-700-603500 Books & Materials				Better World-books					
	10/31/2019	25.98	0.00	12/11/2019				False	0
001-700-606550 Adult Program Support				Current catalog-puzzle best sellers					
	10/31/2019	62.90	0.00	12/11/2019				False	0
001-700-608000 Supplies				Staples-labels					
	11/4/2019	9.54	0.00	12/11/2019				False	0
001-700-603500 Books & Materials				Amazon-books					
	11/4/2019	26.00	0.00	12/11/2019				False	0
001-700-603500 Books & Materials				Amazon-books					
	11/5/2019	11.98	0.00	12/11/2019				False	0
001-700-603500 Books & Materials				Amazon-books					
	11/5/2019	14.78	0.00	12/11/2019				False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
001-700-600100 Office Supplies	11/17/2019	28.09	0.00	Amazon-flash drives 12/11/2019				False	0
001-700-600100 Office Supplies	11/17/2019	15.52	0.00	Amazon-sanitizer, batteries 12/11/2019				False	0
001-700-603500 Books & Materials	11/15/2019	100.00	0.00	Amazon-books 12/11/2019				False	0
001-700-600100 Office Supplies	11/16/2019	12.94	0.00	Stamps.com-postage 12/11/2019				False	0
001-700-603500 Books & Materials	11/16/2019	19.96	0.00	Amazon-books 12/11/2019				False	0
001-700-603500 Books & Materials	11/19/2019	17.99	0.00	Amazon-DVD 12/11/2019				False	0
001-700-600100 Office Supplies	11/19/2019	659.98	0.00	Stamps.com service charge 12/11/2019				False	0
001-700-607500 Special Purchases	11/20/2019	48.70	0.00	Dell-computer 12/11/2019				False	0
001-700-603500 Books & Materials	11/20/2019	60.00	0.00	Amazon-DVD's 12/11/2019				False	0
001-700-603500 Books & Materials	11/22/2019	10.20	0.00	Rowman & Littlefield-books 12/11/2019				False	0
001-700-603500 Books & Materials	10/31/2019	432.78	0.00	Amazon-books 12/11/2019				False	0
001-100-600600 Travel & Training	11/1/2019	22.05	0.00	Doubletree-lodging OGFOA conference-Richter 12/11/2019				False	0
012-125-600300 Equipment Maint & Repair	11/5/2019	31.76	0.00	USPS shipping-meter reader handheld repair 12/11/2019				False	0
001-400-608100 Contract & Other Services	11/11/2019	9.95	0.00	UPS-PD shipping inv #R439 12/11/2019				False	0
001-100-600100 Office Supplies	11/11/2019	22.24	0.00	Staples-labels 12/11/2019				False	0
001-900-608000 Supplies	11/11/2019	4.32	0.00	Staples-clips, paper rolls 12/11/2019				False	0
001-800-600100 Office Supplies	11/12/2019	21.50	0.00	Staples- paper rolls 12/11/2019				False	0
001-400-608100 Contract & Other Services	11/18/2019	9.99	0.00	UPS-PD shipping inv#R449 12/11/2019				False	0
001-900-600150 Data Processing Support	11/19/2019	26.93	0.00	Crashplan-offsite backup monthly fee 12/11/2019				False	0
001-400-608100 Contract & Other Services				UPS-PD shipping inv #R459					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11/19/2019	383.06	0.00	12/11/2019				False	0
001-100-600100 Office Supplies				FP Mailing-postage meter refill					
	11/19/2019	232.34	0.00	12/11/2019				False	0
001-400-600100 Office Supplies				FP Mailing-postage meter refill					
	11/19/2019	4.00	0.00	12/11/2019				False	0
001-500-600100 Office Supplies				FP Mailing-postage meter refill					
	11/19/2019	113.13	0.00	12/11/2019				False	0
001-800-600100 Office Supplies				FP Mailing-postage meter refill					
	11/19/2019	167.18	0.00	12/11/2019				False	0
001-900-603800 Planning Commission				FP Mailing-postage meter refill					
	11/19/2019	18.08	0.00	12/11/2019				False	0
011-110-600100 Office Supplies				FP Mailing-postage meter refill					
	11/19/2019	41.11	0.00	12/11/2019				False	0
012-125-600100 Office Supplies				FP Mailing-postage meter refill					
	11/19/2019	41.10	0.00	12/11/2019				False	0
013-135-600100 Office Supplies				FP Mailing-postage meter refill					
	11/19/2019	30.50	0.00	12/11/2019				False	0
001-900-608100 Contract & Other Services				FP Mailing-postage meter refill fee					
Total:		6,201.98							
corpa Total:		6,201.98							
ctxco	CTX-Xerox								
IN2185760	12/3/2019	70.90	0.00	12/13/2019				False	0
001-900-608100 Contract & Other Services				copies					
IN2185760 Total:		70.90							
IN2190015	12/6/2019	110.25	0.00	12/13/2019				False	0
001-100-600100 Office Supplies				printer maintenance					
IN2190015	12/6/2019	42.00	0.00	12/13/2019				False	0
001-400-600100 Office Supplies				printer maintenance					
IN2190015	12/6/2019	42.00	0.00	12/13/2019				False	0
001-700-600100 Office Supplies				printer maintenance					
IN2190015	12/6/2019	26.25	0.00	12/13/2019				False	0
001-500-608100 Contract & Other Services				printer maintenance					
IN2190015	12/6/2019	26.25	0.00	12/13/2019				False	0
012-120-608100 Contract & Other Services				printer maintenance					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
IN2190015	12/6/2019	8.75	0.00	12/13/2019				False	0
011-110-600100 Office Supplies				printer maintenance					
IN2190015	12/6/2019	8.75	0.00	12/13/2019				False	0
012-125-600100 Office Supplies				printer maintenance					
IN2190015	12/6/2019	8.75	0.00	12/13/2019				False	0
013-135-600100 Office Supplies				printer maintenance					
IN2190015	12/6/2019	8.75	0.00	12/13/2019				False	0
012-120-608100 Contract & Other Services				printer maintenance					
IN2190015	12/6/2019	8.75	0.00	12/13/2019				False	0
013-130-600100 Office Supplies				printer maintenance					
IN2190015	12/6/2019	8.75	0.00	12/13/2019				False	0
001-650-600100 Office Supplies				printer maintenance					
IN2190015 Total:		299.25							
ctxco Total:		370.15							
doitb Do It Best Hardware									
	11/30/2019	15.84	0.00	12/13/2019				False	0
001-400-608000 Supplies				padlock, keys					
	11/30/2019	36.29	0.00	12/13/2019				False	0
001-650-608000 Supplies				bushings, raid, valves, supplies					
	11/30/2019	89.37	0.00	12/13/2019				False	0
013-130-608000 Supplies				bottle brush, bug killer, flashlight					
	11/30/2019	19.97	0.00	12/13/2019				False	0
001-650-600400 Facility Needs				outlet cover, hardware					
	11/30/2019	99.00	0.00	12/13/2019				False	0
012-125-608000 Supplies				spray paint					
Total:		260.47							
doitb Total:		260.47							
ear2o Earth2o									
418099	11/26/2019	16.99	0.00	12/13/2019				False	0
001-500-608100 Contract & Other Services				water delivery					
418099 Total:		16.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
418101	11/26/2019	23.99	0.00	12/13/2019				False	0
001-400-608100 Contract & Other Services				water delivery					
418101 Total:		23.99							
418105	11/26/2019	22.49	0.00	12/13/2019				False	0
013-135-608000 Supplies				water delivery					
418105 Total:		22.49							
ear2o Total:		63.47							
ELCER East Linc County Emergency Responders									
	12/1/2019	3,500.00	0.00	12/13/2019				False	0
001-500-608150 Volunteer Program				volunteer payment					
Total:		3,500.00							
ELCER Total:		3,500.00							
hanas Hanford & Associates, LLC									
1121	12/10/2019	5,250.00	0.00	12/13/2019				False	0
001-900-608125 Audit Services				18-19 audit services					
1121 Total:		5,250.00							
hanas Total:		5,250.00							
jcmar JC Market									
	12/2/2019	35.50	0.00	12/13/2019				False	0
012-120-600300 Equipment Maint & Repair				UPS shipping					
Total:		35.50							
jcmar Total:		35.50							
lincc Lincoln County Solid Waste Consortium									
	12/13/2019	548.69	0.00	12/13/2019				False	0
031-310-608100 Contract & Other Services				solid waste payment					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Total:		548.69							
lincc Total:		548.69							
linpl Lincoln Plumbing, Inc.									
19555	12/6/2019	258.17	0.00	12/13/2019				False	0
001-650-600400 Facility Needs				faucet-Council chambers					
19555 Total:		258.17							
linpl Total:		258.17							
lncas Lincoln County Assessor									
3301	12/2/2019	3.00	0.00	12/13/2019				False	0
001-100-608100 Contract & Other Services				map 11-10-7 A					
3301 Total:		3.00							
lncas Total:		3.00							
mccap McCammon's Appliance Serv, Inc									
201048	12/4/2019	440.00	0.00	12/13/2019				False	0
001-650-600400 Facility Needs				Repair of fan motor-Fire Dept					
201048 Total:		440.00							
mccap Total:		440.00							
mccma [redacted]									
	12/13/2019	1,500.00	0.00	12/13/2019				False	0
001-000-290006 Direct Deposit				[redacted]					
Total:		1,500.00							
mccma Total:		1,500.00							
noten [redacted]									

Invoice Number		Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description		Reference			
		12/11/2019	250.00	0.00	12/13/2019				False	0
001-100-600600 Travel & Training					Accounting class reimbursement					
	Total:		250.00							
	noten Total:		250.00							
penma	Penguin Management, Inc.									
58018		12/1/2019	774.00	0.00	12/13/2019				False	0
001-500-608100 Contract & Other Services					6 months service-Captain Plan					
	58018 Total:		774.00							
	penma Total:		774.00							
ricam	Ricoh Americas Corp.									
5058183015		12/1/2019	44.69	0.00	12/13/2019				False	0
001-500-608100 Contract & Other Services					copies					
	5058183015 Total:		44.69							
	ricam Total:		44.69							
silco	Silke Communications, Inc.									
87799		11/26/2019	60.75	0.00	12/13/2019				False	0
001-500-600300 Equipment Maint & Repair					radio repair					
	87799 Total:		60.75							
90421		11/29/2019	121.50	0.00	12/13/2019				False	0
001-500-600300 Equipment Maint & Repair					radio repair					
	90421 Total:		121.50							
90422		11/29/2019	210.86	0.00	12/13/2019				False	0
001-500-600300 Equipment Maint & Repair					radio repair					
	90422 Total:		210.86							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
silco Total:		393.11							
staad STAPLES ADVANTAGE									
3431840339	11/23/2019	104.99	0.00	12/13/2019				False	0
001-500-600100 Office Supplies				paper					
3431840339 Total:		104.99							
3431840340	11/23/2019	38.18	0.00	12/13/2019				False	0
013-130-608000 Supplies				calendars, envelopes					
3431840340 Total:		38.18							
staad Total:		143.17							
tolac Toledo Ace Hardware									
11/30/19	11/30/2019	19.98	0.00	12/13/2019				False	0
013-135-608000 Supplies				sweeper nozzle					
11/30/19	11/30/2019	2.10	0.00	12/13/2019				False	0
001-650-608000 Supplies				hardware					
11/30/19	11/30/2019	49.16	0.00	12/13/2019				False	0
001-650-600400 Facility Needs				outlet, hardware, hammer					
11/30/19	11/30/2019	41.79	0.00	12/13/2019				False	0
012-125-600420 Systems Repair				couplers, hardware					
11/30/19	11/30/2019	116.25	0.00	12/13/2019				False	0
012-120-608000 Supplies				paint supplies, faucet parts, cleaner, sprayer					
11/30/19	11/30/2019	201.97	0.00	12/13/2019				False	0
012-125-608000 Supplies				hardware, bilge pump, couplers, gloves, tape					
11/30/19 Total:		431.25							
tolac Total:		431.25							
treli Trench Line Excavation, Inc.									
1909.03	11/25/2019	96,630.86	0.00	12/13/2019				False	0
042-420-608400 DEQ Loan Expenditures				Butler Bridge Forcemain repair					
1909.03 Total:		96,630.86							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
treli Total:		96,630.86							
wesse Western States Electrical									
17654	11/26/2019	879.19	0.00	12/13/2019				False	0
013-130-600300 Equipment Maint & Repair				Service call-WWTP					
17654 Total:		879.19							
wesse Total:		879.19							
Report Total:		123,076.27							

Accounts Payable

To Be Paid Proof List

User: apclerk
Printed: 12/18/2019 - 11:06AM
Batch: 00009.12.2019

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
Osterlund, Atty P.C., Paul									
ostpa									
11/30/19	11/30/2019	8,163.70	0.00	12/18/2019				False	0
001-100-608100 Contract & Other Services				Contract Attorney services Nov 2019					
11/30/19 Total:		8,163.70							
Osterlund, Atty P.C., Paul		8,163.70							
Report Total:		8,163.70							

Accounts Payable

To Be Paid Proof List

User: apclerk
Printed: 12/20/2019 - 10:59AM
Batch: 00012.12.2019 - AP 12.20.2019

Invoice Number Account Number		Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
anala	Analytical Lab & Consultants									
122401		12/9/2019	173.00	0.00	12/20/2019				False	0
012-120-608100 Contract & Other Services					Labs					
	122401 Total:		173.00							
	anala Total:		173.00							
attwi	AT&T Mobility									
x12112019		12/3/2019	99.22	0.00	12/20/2019				False	0
011-110-600220 Communication Services					cell phones					
x12112019		12/3/2019	99.22	0.00	12/20/2019				False	0
012-125-600220 Communication Services					cell phones					
x12112019		12/3/2019	99.22	0.00	12/20/2019				False	0
013-135-600220 Communication Services					cell phones					
x12112019		12/3/2019	160.60	0.00	12/20/2019				False	0
001-650-600220 Communication Services					cell phones					
x12112019		12/3/2019	58.64	0.00	12/20/2019				False	0
012-120-600220 Communication Services					cell phones					
x12112019		12/3/2019	104.98	0.00	12/20/2019				False	0
013-130-600220 Communication Services					cell phones					
	x12112019 Total:		621.88							
	attwi Total:		621.88							
bakta	Baker & Taylor									
2034985263		12/5/2019	85.07	0.00	12/20/2019				False	0
045-450-603500 Books & Materials					books					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2034985263 Total:	85.07							
2034996720	12/12/2019	19.71	0.00	12/20/2019				False	0
045-450-603500 Books & Materials				books					
2034996720	12/12/2019	83.54	0.00	12/20/2019				False	0
001-700-603500 Books & Materials				books					
	2034996720 Total:	103.25							
H41930450	12/3/2019	44.38	0.00	12/20/2019				False	0
001-700-603500 Books & Materials				DVD's					
	H41930450 Total:	44.38							
H42142000	12/10/2019	22.19	0.00	12/20/2019				False	0
001-700-603500 Books & Materials				DVD					
	H42142000 Total:	22.19							
H42142001	12/10/2019	22.19	0.00	12/20/2019				False	0
001-700-603500 Books & Materials				DVD					
	H42142001 Total:	22.19							
H42203680	12/12/2019	29.59	0.00	12/20/2019				False	0
001-700-603500 Books & Materials				DVD					
	H42203680 Total:	29.59							
H42208080	12/12/2019	42.58	0.00	12/20/2019				False	0
001-700-603500 Books & Materials				DVD's					
	H42208080 Total:	42.58							
	bakta Total:	349.25							
cedcr Cedar Creek Quarries, Inc.									
0117483-IN	12/13/2019	144.60	0.00	12/20/2019				False	0
011-110-608000 Supplies				crushed rock					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
0117483-IN Total:		144.60							
cedcr Total:		144.60							
cenli Central Lincoln PUD									
12/06/19	12/6/2019	821.46	0.00	12/20/2019				False	0
001-400-600210 Electricity				electricity					
12/06/19	12/6/2019	371.09	0.00	12/20/2019				False	0
011-110-600210 Electricity				electricity					
12/06/19	12/6/2019	371.09	0.00	12/20/2019				False	0
012-125-600210 Electricity				electricity					
12/06/19	12/6/2019	371.10	0.00	12/20/2019				False	0
013-135-600210 Electricity				electricity					
12/06/19	12/6/2019	30.71	0.00	12/20/2019				False	0
011-110-600210 Electricity				electricity					
12/06/19	12/6/2019	3,143.44	0.00	12/20/2019				False	0
013-130-600210 Electricity				electricity					
12/06/19	12/6/2019	554.75	0.00	12/20/2019				False	0
001-100-600210 Electricity				electricity					
12/06/19	12/6/2019	609.45	0.00	12/20/2019				False	0
001-500-600210 Electricity				electricity					
12/06/19	12/6/2019	437.24	0.00	12/20/2019				False	0
001-650-600210 Electricity				electricity					
12/06/19	12/6/2019	1,004.44	0.00	12/20/2019				False	0
001-700-600210 Electricity				electricity					
12/06/19	12/6/2019	11,683.79	0.00	12/20/2019				False	0
001-900-604400 Street Lights				electricity-street lights					
12/06/19	12/6/2019	196.33	0.00	12/20/2019				False	0
011-110-600210 Electricity				electricity					
12/06/19	12/6/2019	5,546.05	0.00	12/20/2019				False	0
012-120-600210 Electricity				electricity					
12/06/19	12/6/2019	527.99	0.00	12/20/2019				False	0
012-125-600210 Electricity				electricity					
12/06/19	12/6/2019	1,970.27	0.00	12/20/2019				False	0
013-135-600210 Electricity				electricity					
12/06/19 Total:		27,639.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
cenli Total:		27,639.20							
centl CenturyLink									
12/05/19	12/5/2019	424.73	0.00	12/20/2019				False	0
001-400-600220 Communication Services				phones					
12/05/19	12/5/2019	148.58	0.00	12/20/2019				False	0
011-110-600250 Alarms				alarms					
12/05/19	12/5/2019	520.57	0.00	12/20/2019				False	0
012-120-600220 Communication Services				phones/internet					
12/05/19	12/5/2019	152.09	0.00	12/20/2019				False	0
012-120-600250 Alarms				alarms					
12/05/19	12/5/2019	63.98	0.00	12/20/2019				False	0
013-130-600220 Communication Services				internet					
12/05/19	12/5/2019	398.20	0.00	12/20/2019				False	0
013-135-600250 Alarms				alarms					
12/05/19 Total:		1,708.15							
centl Total:		1,708.15							
corpa CORPORATE PAYMENT SYSTEMS									
	11/21/2019	574.00	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				LD Consulting-training-Pitcher					
	11/21/2019	129.16	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				Holiday Inn-lodging-Pitcher					
	11/2/2019	105.41	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				Holiday Inn-lodging-Vaughn					
	10/31/2019	57.77	0.00	12/20/2019				False	0
001-400-608000 Supplies				Smart Food service-supplies					
	11/2/2019	8.79	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				A&W-training meal-Vaughn					
	11/21/2019	9.19	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				MCD's-training meal-Griffith					
	11/22/2019	9.20	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				MCD's-training meal-Griffith					
	11/22/2019	27.48	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				Red Robin-training meal-Griffith/Pitcher					
	11/15/2019	-54.00	0.00	12/20/2019				False	0

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
001-400-600600 Travel & Training				Credit-Amer Heart Assoc elearning					
	11/2/2019	46.97	0.00	12/20/2019				False	0
001-400-601500 Gas, Oil & Tires				Shell-fuel-Vaughn					
	11/15/2019	1,486.45	0.00	12/20/2019				False	0
065-650-605250 Grants				Amazon-School match grant disaster cache supplies					
	11/5/2019	6.19	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				KFC-training meal-Pitcher					
	11/5/2019	13.95	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				PHO-training meal-Pitcher					
	11/5/2019	6.00	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				Hol Inn-training meal-Pitcher					
	11/4/2019	14.00	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				Mixteca-training meal-Pitcher					
	11/4/2019	5.99	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				MCD's-training meal-Pitcher					
	11/4/2019	9.79	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				Subway-training meal-Pitcher					
	11/3/2019	10.40	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				Jimmy Johns-training meal-Pitcher					
	11/21/2019	8.49	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				MCD's-training meal-Pitcher					
	11/22/2019	7.40	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				Starbucks--training meal-Pitcher/Griffith					
	11/3/2019	149.95	0.00	12/20/2019				False	0
001-400-608000 Supplies				Amazon-boots-McCandless					
	10/29/2019	149.95	0.00	12/20/2019				False	0
001-400-608000 Supplies				Amazon-boots-Wigham					
	11/22/2019	129.16	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				Hol Inn-lodging-Griffith					
	11/21/2019	94.45	0.00	12/20/2019				False	0
001-400-600100 Office Supplies				Amazon-office supplies					
	11/21/2019	36.94	0.00	12/20/2019				False	0
001-400-608000 Supplies				Amazon- supplies					
	11/5/2019	260.68	0.00	12/20/2019				False	0
001-400-600600 Travel & Training				Comfort Inn-lodging-Pitcher					
	10/31/2019	121.24	0.00	12/20/2019				False	0
001-400-608000 Supplies				Amazon-flashlight-Wigham					
	10/31/2019	41.99	0.00	12/20/2019				False	0
001-400-608000 Supplies				Amazon-office supplies					

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	10/31/2019	21.66	0.00	12/20/2019				False	0
001-400-608000 Supplies				Amazon-inverter					
	10/25/2019	81.93	0.00	12/20/2019				False	0
001-400-608000 Supplies				Galls-Wigham uniform/gear					
	10/25/2019	304.26	0.00	12/20/2019				False	0
001-400-608000 Supplies				Amazon-Wigham uniform/gear					
	11/7/2019	2,519.88	0.00	12/20/2019				False	0
065-650-605250 Grants				Amazon-school match grant disaster cache supplies					
	11/7/2019	945.62	0.00	12/20/2019				False	0
065-650-605250 Grants				Amazon-school match grant disaster cache supplies					
Total:		7,340.34							
corpa Total:		7,340.34							
dalsa Dallas, Sarah									
	12/20/2019	662.33	0.00	12/20/2019				False	0
001-100-607500 Special Purchases				reimbursement for travel-City Manager candidate					
Total:		662.33							
dalsa Total:		662.33							
dyepa The Dyer Partnership									
25996	11/30/2019	180.00	0.00	12/20/2019				False	0
043-430-608100 Contract & Other Services				Prof services-Arcadia St improvements					
25996 Total:		180.00							
dyepa Total:		180.00							
fasco Fastenal Company									
ORNEW138179	11/25/2019	3.32	0.00	12/20/2019				False	0
013-135-608000 Supplies				supplies					
ORNEW138179 Total:		3.32							
ORNEW138295	12/3/2019	9.16	0.00	12/20/2019				False	0
012-120-608000 Supplies				clamps					

Invoice Number / Account Number		Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	ORNEW138295 Total:		9.16							
	fasco Total:		12.48							
gale	Gale/CENGAGE Learning									
69016850		12/3/2019	169.44	0.00	12/20/2019				False	0
001-700-603500 Books & Materials					books					
	69016850 Total:		169.44							
	gale Total:		169.44							
GENX	GENXSYS SOLUTIONS									
11502		12/15/2019	179.80	0.00	12/20/2019				False	0
001-900-600700 Membership & Subscription					spam filter Jan 2020					
	11502 Total:		179.80							
	GENX Total:		179.80							
grifca	Griffith, Cassie									
		11/22/2019	142.68	0.00	12/20/2019				False	0
001-400-600600 Travel & Training					mileage reimbursement IA training					
	Total:		142.68							
	grifca Total:		142.68							
hacco	Hach Company									
11745671		11/30/2019	5,441.70	0.00	12/20/2019				False	0
012-120-608100 Contract & Other Services					turbidity meter contract fee					
	11745671 Total:		5,441.70							
11752785		12/9/2019	408.85	0.00	12/20/2019				False	0
013-130-608000 Supplies					lab supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
11752785 Total:		408.85							
hacco Total:		5,850.55							
howin Howry, Joseph R.									
1807	12/10/2019	305.00	0.00	12/20/2019				False	0
013-135-608000 Supplies				rock delivery					
1807 Total:		305.00							
howin Total:		305.00							
leaor League of Oregon Cities									
7614	11/30/2019	1,456.78	0.00	12/20/2019				False	0
001-100-608100 Contract & Other Services				labor relations					
7614 Total:		1,456.78							
leaor Total:		1,456.78							
linpw Lincoln County Public Works									
6019	12/1/2019	1,611.72	0.00	12/20/2019				False	0
001-400-601500 Gas, Oil & Tires				fuel/car washes					
6019 Total:		1,611.72							
linpw Total:		1,611.72							
lncur LN Curtis & Sons									
INV339354	11/26/2019	650.90	0.00	12/20/2019				False	0
001-400-608000 Supplies				apparel/vest-Wigham					
INV339354	11/26/2019	375.00	0.00	12/20/2019				False	0
065-650-605250 Grants				vest					
INV339354 Total:		1,025.90							
INV339772	11/27/2019	199.95	0.00	12/20/2019				False	0
001-400-608000 Supplies				apparel-Bare					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
INV339772 Total:		199.95							
lncur Total:		1,225.85							
munco Municipal Code Corp.									
00336890	12/4/2019	395.00	0.00	12/20/2019				False	0
001-900-608100 Contract & Other Services				online code hosting 12/1/19-11/30/20					
00336890 Total:		395.00							
munco Total:		395.00							
natge National Geographic									
01167	11/14/2019	23.90	0.00	12/20/2019				False	0
001-700-603500 Books & Materials				DVD					
01167 Total:		23.90							
natge Total:		23.90							
norcl North Central Laboratories									
432500	12/11/2019	211.82	0.00	12/20/2019				False	0
013-130-608000 Supplies				digital titrator					
432500 Total:		211.82							
norcl Total:		211.82							
nwcom Northwest Compressor									
34646	12/11/2019	3,473.00	0.00	12/20/2019				False	0
012-120-607500 Special Purchases				backup compressor-Siletz intake					
34646 Total:		3,473.00							
nwcom Total:		3,473.00							
oceti Ocean Tire Factory									

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
27138 001-400-601500 Gas, Oil & Tires	11/27/2019	48.00	0.00	12/20/2019 oil change-2018 Interceptor				False	0
27138 001-400-600350 Vehicle Maint & Repair	11/27/2019	568.35	0.00	12/20/2019 brakes-2018 Interceptor				False	0
27138 Total:		616.35							
oceti Total:		616.35							
omfoa OGFOA									
001-100-600600 Travel & Training	12/4/2019	35.00	0.00	12/20/2019 Or Coast regional training-Richter				False	0
Total:		35.00							
omfoa Total:		35.00							
oracp OR Assoc of Chiefs of Police									
98 001-400-600700 Membership & Subscriptions	12/5/2019	250.00	0.00	12/20/2019 OEDI membership & training-Pace				False	0
98 Total:		250.00							
oracp Total:		250.00							
OREIN OREGON INDUSTRIAL RESOURCES									
18141 012-120-607500 Special Purchases	12/12/2019	639.73	0.00	12/20/2019 motor, power cord				False	0
18141 Total:		639.73							
OREIN Total:		639.73							
ormay Oregon Mayors Association									
001-900-603700 City Council	12/20/2019	106.00	0.00	12/20/2019 Annual membership-Cross				False	0
Total:		106.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
ormay Total:		106.00							
paclo Pacific Coast Lock & Safe LLC									
8714	12/11/2019	194.75	0.00	12/20/2019				False	0
012-120-600400 Facility Needs				service call, keys					
8714 Total:		194.75							
paclo Total:		194.75							
piopr Pioneer Printing, Inc.									
71113	12/3/2019	95.05	0.00	12/20/2019				False	0
001-400-600100 Office Supplies				printing-agreement policy					
71113 Total:		95.05							
piopr Total:		95.05							
robwa Robeson, Wanda									
	12/17/2019	3,141.81	0.00	12/20/2019				False	0
001-500-600600 Travel & Training				reimbursement-Alabama travel expenses					
Total:		3,141.81							
robwa Total:		3,141.81							
staad STAPLES ADVANTAGE									
3431288880	11/16/2019	49.39	0.00	12/20/2019				False	0
001-400-600100 Office Supplies				office supplies					
3431288880 Total:		49.39							
staad Total:		49.39							
tcbse TCB Security Services									
228390	12/2/2019	2,003.13	0.00	12/20/2019				False	0
001-400-607000 Abatement Program				Code Enforcement services Nov 2019					

Invoice Number		Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description		Reference			
	228390 Total:		2,003.13							
	tcbse Total:		2,003.13							
TIAAB	TIAA COMMERCIAL FINANCE, INC									
6783211		12/12/2019	166.73	0.00	12/20/2019				False	0
001-700-608100 Contract & Other Services					copier rental					
	6783211 Total:		166.73							
	TIAAB Total:		166.73							
trael	Travis Electric, LLC									
805		12/11/2019	348.00	0.00	12/20/2019				False	0
001-650-600400 Facility Needs					Fire engine outlet repair					
	805 Total:		348.00							
	trael Total:		348.00							
usabl	USA BlueBook									
076773		11/25/2019	242.37	0.00	12/20/2019				False	0
012-120-608000 Supplies					WTP supplies					
	076773 Total:		242.37							
	usabl Total:		242.37							
watsh	Watershed, LLC									
0079687-IN		11/27/2019	659.75	0.00	12/20/2019				False	0
001-400-608000 Supplies					apparel-Wigham					
	0079687-IN Total:		659.75							
	watsh Total:		659.75							
westi	Western Title									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
WT0182737-1	12/14/2019	300.00	0.00	12/20/2019				False	0
001-900-608100 Contract & Other Services				report-Magnolia St.					
WT0182737-1 Total:		300.00							
westi Total:		300.00							
yaqbc Yaquina Bay Communications, Inc.									
182099	10/30/2019	110.64	0.00	12/20/2019				False	0
001-400-608100 Contract & Other Services				ad-Halloween					
182099 Total:		110.64							
yaqbc Total:		110.64							
Report Total:		62,835.47							