

**AGENDA**  
**Public Works Committee**  
**Possible Quorum of the Council**  
**City of Junction City**  
**City Hall Council Chambers**  
**680 Greenwood Street**  
  
**Monday, February 3, 2025**  
**6:30 p.m.**

To join the Committee meeting via computer, tablet, or smartphone, please click on the Zoom link below:

<https://us06web.zoom.us/j/86942552235>

You can also dial in using your phone: 1-253-215-8782 or toll free 877-853-5257  
Meeting ID: 869 4255 2235

- 1) CALL TO ORDER
- 2) CHANGES TO THE AGENDA
- 3) APPROVAL OF MINUTES
  - A) DECEMBER 2, 2024
- 4) PUBLIC COMMENT FOR ITEMS NOT LISTED ON THE AGENDA

WE WILL NOW HAVE PUBLIC COMMENTS FOR ITEMS NOT LISTED ON THE AGENDA.

FOR THOSE ATTENDING VIRTUALLY VIA THE INTERNET, PLEASE USE THE RAISE YOUR HAND FEATURE IF YOU WOULD LIKE TO MAKE A COMMENT. IF YOU ARE ATTENDING VIRTUALLY VIA PHONE, PLEASE PRESS STAR 6 IF YOU WOULD LIKE TO MAKE A COMMENT.

- 5) COMMITTEE MEMBER COMMENTS
- 6) BUILDING EVALUATION SUPPORT INTERGOVERNMENTAL AGREEMENT.
- 7) ENGINEERING SERVICES CONTRACT
- 8) FISHER PUBLIC INVOLVEMENT
- 9) PUBLIC WORKS PROJECT UPDATE
- 10) LOCHMEAD BILLING ERROR
- 11) PUBLIC WORKS INTERNAL AUDIT

The Public Works Committee of the City Council for the City of Junction City met on Monday, December 2<sup>nd</sup>, 2024, at 6:30 p.m. in the Council Chambers at 680 Greenwood Street and Virtually at <https://join.freeconferencecall.com/cjcoregon>

**PRESENT WERE:** Public Works Director Gary Kaping, Councilors Sid Washburne and Sandie Thomas.

**ABSENT WERE:** Councilor John Gambee.

**I. CALL TO ORDER**

Chairman Sid Washburne called the meeting to order at 6:30pm.

**II. CHANGES TO THE AGENDA**

There were no changes to the agenda.

**III. APPROVAL OF MINUTES – October 7, 2024**

The consensus of the Committee was to approve the minutes as written.

**IV. PUBLIC COMMENT FOR ITEMS NOT LISTED ON THE AGENDA**

There were no comments.

**V. COMMITTEE MEMBER COMMENTS**

There were no comments.

**VI. SMOKE TESTING DISCUSSION**

Director Kaping stated that this is a discussion on whether Public Works should put together a request for proposal (RFP) for smoke testing. Director Kaping informed the Committee that one of the requirements that came from the new Mutual Agreement Order (MAO) with the Department of Environmental Quality (DEQ) is that the city must smoke test every sewer basin in our system and have a report to the DEQ before January 2026. Staff have purchased some equipment to perform smoke testing, however the city is not sure that they can do the entire system in house and make the January 2026 deadline.

City Staff are requesting permission to put together an RFP to have other companies bid smoke testing. Discussion followed.

**ACTION:** The consensus of the Committee was to forward the request to Council.

**VII. FORKLIFT PURCHASE**

Director Kaping is requesting the ability to purchase a new forklift. The current forklift still works, however with the number of projects going on at the shop and at the lagoon, a second forklift is needed.

Pape Material Handling was the only company that responded to bid so they bid three different forklifts. Staff are recommending purchasing the Hyster forklift for \$35,130.08 using Capital Funds. Discussion followed.

**ACTION:** The consensus of the Committee was to forward the request to Council.

#### **VIII. AGENDA FORECASTER REVIEW**

Today's items were added to new business and nothing else was changed.

#### **IX. OTHER BUSINESS**

Director Kaping gave quick update on the signing of the MAO, the leak check at the new well, and the start of the Industrial Pretreatment program.

#### **X. ADJOURNMENT**

As there was no further business, the meeting was adjourned at 6:43 p.m.

Respectfully submitted,

Tiffany Shafer  
Public Works Technician

# JUNCTION CITY PUBLIC WORKS COMMITTEE

## AGENDA ITEM SUMMARY



### Building Evaluation Support Intergovernmental Agreement

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Meeting Date: February 3, 2025  
Department: Public Works  
[www.ci.junction-city.or.us](http://www.ci.junction-city.or.us)

Agenda Item #6  
Staff Contact: Gary Kaping  
Contact Telephone Number: 541-998-3125

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#### ISSUE STATEMENT

This is a review of the Building Evaluation Support intergovernmental agreement (IGA).

#### BACKGROUND

For several Years Junction City has entered into a IGA's (Intergovernmental Agreements) with other Cities and Counties for building inspection and Building Official Services.

This agreement would allow City to provide and receive services from multiple Cites or Counties for Building inspection, plan review, and Building Officials Services.

With the City enacting the moratorium our building department is going to lose some revenue. This agreement gives the City more opportunities for our Building Department to make additional revenue and provide services to other Cities and Counties.

Staff recommends signing the Building Evaluation Support intergovernmental agreement.

#### RELATED CITY POLICIES

- *None*

#### COMMITTEE OPTIONS

*The Committee can, at its pleasure:*

- Direct staff to make changes
- Forward the IGA to the Council for approval
- Deny the IGA

#### ATTACHMENTS

- A. Intergovernmental Agreement

#### FOR MORE INFORMATION

Staff Contact: Gary Kaping, Public Works Director  
Telephone: 541-998-3125  
Staff E-Mail: [gkaping@ci.junction-city.or.us](mailto:gkaping@ci.junction-city.or.us)



**BUILDING EVALUATION SUPPORT AGREEMENT  
(FIXED TERM)**

**MASTER AGREEMENT  
PO-44000-00039380**

This BUILDING EVALUATION SUPPORT AGREEMENT (FIXED TERM) (“**Agreement**”) is entered into by and amongst the Joining Parties, as defined in Section I of this Agreement, in accordance with ORS 190.110 and 455.185.

**I. PARTIES; NOTICES**

The parties to this Agreement are (A) the Department of Consumer and Business Services, Building Codes Division (“DCBS”); and (B) each municipality providing building official services, plan review services, or inspection services pursuant to ORS Chapter 455 (and its related rules) that executes an undertaking in the form attached hereto as Exhibit 1 and delivers (by mail or email) such undertaking to the following (or such other address and email address as may be specified in writing by DCBS):

Building Codes Division  
Department of Consumer and Business Services  
Attn: Dawn Bass  
P.O. Box 14470  
Salem, OR 97309-0404  
Email: [Dawn.Bass@dcbs.oregon.gov](mailto:Dawn.Bass@dcbs.oregon.gov)

Each such executed and delivered undertaking (including the undertaking executed and delivered by DCBS) may be referred to herein as an “**Undertaking**”. Those who become party to this Agreement (including DCBS) may be referred to herein individually as a “**Joining Party**” and collectively as the “**Joining Parties**”. DCBS will maintain on its website, [www.oregon.gov/bcd](http://www.oregon.gov/bcd), a list of all Joining Parties, and DCBS will deliver and make available to all Joining Parties each Undertaking executed and delivered in accordance with this Agreement. The Undertaking executed and delivered by DCBS is attached hereto as Exhibit 2.

All notices to be given to any Joining Party under this Agreement shall be delivered in accordance with the information set forth on the Undertaking of such Joining Party.

**II. PURPOSE**

By this Agreement, the Joining Parties intend to provide building official services, plan review services, or inspection services to each other when requested and mutually agreed. For example, any municipality that is a Joining Party may request from and provide services to DCBS and any other municipality that is also a Joining Party.

**III. TERM OF AGREEMENT**

As to each Joining Party, this Agreement shall become effective on the date on which such Joining Party has executed and delivered its Undertaking in accordance with this Agreement. As to all



Joining Parties, this Agreement shall expire on June 30, 2034, unless earlier terminated in accordance with Section X, of this Agreement.

#### IV. STATEMENT OF WORK

- A. When requesting or receiving services under this Agreement, a Joining Party is a **“Requesting Party”**. When providing or agreeing to provide requested services under this Agreement, a Joining Party is the **“Service Provider”**.
- B. A Requesting Party shall:
1. When services are needed, contact the Building Official of the Service Provider from whom such services are requested;
  2. Electronically provide inspection requests to the Building Official of the Service Provider, at least twenty-four (24) hours in advance of any inspection;
  3. Send all construction plans for which plan review is requested to the address referenced in the Undertaking of the Service Provider; and
  4. Remit payment in accordance with Section V.
- C. If a Service Provider agrees to provide requested services to a Requesting Party, the Service Provider shall:
1. Provide an interim Building Official who is certified to perform Building Official duties during business hours by telephone and onsite, as requested. The interim Building Official shall be an employee of the Service Provider, managed by, reporting within, and subject to the direction and control of the Service Provider;
  2. Perform plan review and inspection services, by plan or inspection as requested, consistent with construction codes and standards adopted by the State of Oregon;
  3. Perform services using Service Provider staff possessing appropriate certification or designation recognized by the State of Oregon;
  4. Complete residential plan reviews within ten (10) calendar days of receipt of complete plans, not including any time the plans are with the customer for correction. Complete commercial Plan reviews within fifteen (15) calendar days of receipt of complete plans, not including any time the plans are with the customer for correction; and
  5. Submit inspection reports to the Requesting Party within forty-eight (48) hours of the inspection.
- D. The only services that will be provided under this Agreement are those requested by the Requesting Party and as Service Provider has available staff to complete the requested work and has agreed to so provide.





**V. CONSIDERATION**

- A. Each Requesting Party agrees to pay each Service Provider according to one of the following options:
1. Percentage Option:
    - a. Ninety percent (90%) of the plan review fee collected by the Requesting Party for each plan review completed by the Service Provider.
    - b. Ninety percent (90%) of the permit fee collected by the Requesting Party for permitted work where the Service Provider will conduct all associated inspections with the permit.
    - c. Eighty-five dollars (\$85.00) per hour for any work performed by Service Provider that is not identified in (a) or (b).
    - d. For each month that Service Provider provides interim building official services, but no inspection services or plan review services, ten percent (10%) of all building code related fees collected by Requesting Party.
  2. Hourly Option: An hourly rate of eighty-five dollars (\$85.00) per hour for all work performed by the Service Provider.
- B. Each Joining Party certifies that, at the time such Joining Party executes and delivers its Undertaking in accordance with this Agreement, sufficient funds are available and authorized for expenditure to satisfy the financial obligations incurred by such Joining Party under this Agreement.
- C. Requesting Party shall remit payment to Service Provider on a quarterly basis. Quarters will be: January through March, April through June, July through September, and October through December. Payment is due within 60 days of the close of each quarter. Requesting Party shall deliver payment to the address specified in the Undertaking of the Service Provider.
- D. With each payment for work done under this Agreement, Requesting Party shall provide Service Provider with the following for each quarter for which payment is being remitted:
1. Documentation of each plan review performed by Service Provider and the associated fees collected by Requesting Party;
  2. Documentation of each permit inspected by Service Provider and the associated fees collected by Requesting Party;
  3. Documentation of any request for interim building official services made, as well as the month and number of hours Service Provider provided interim building official services;
  4. Documentation of all work performed by Service Provider at the hourly rate under paragraph A.1.c or A.2 of this section, as well as the date and number of hours such



work was performed; and

5. If interim building official services were provided, Requesting Party's accounting of all plan review fees and permit fees collected by Requesting Party, and all payment remitted to Service Provider, for the subject quarter.
- E. Each Requesting Party agrees that it shall provide or make available, if and as requested by a Service Provider, any and all records and information related to this Agreement of which the Requesting Party is custodian, within thirty (30) days of such request by the Service Provider.
  - F. Each Joining Party agrees that it shall retain and not destroy any and all documents and records related to this Agreement for a minimum of one year after such document or record is created.

## VI. TRAVEL AND OTHER EXPENSES

Requesting Party shall not be responsible to Service Provider for travel or other expenses.

## VII. BREACH

No Joining Party shall be in breach of this Agreement until written notice of an unperformed obligation has been given and such obligation remains unperformed after notice for ten (10) days. In the event of a breach, a Joining Party not in breach (a "**Nonbreaching Party**") shall be entitled to seek damages or any other remedy provided by applicable law against the breaching Joining Party (a "**Breaching Party**").

## VIII. THIRD PARTY CLAIMS; CONTRIBUTION

If any person who is not a Joining Party ("**Third Party**") makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("**Third Party Claim**") against a Joining Party (the "**Notified Party**") with respect to which any other Joining Party (each, an "**Other Party**") may have liability, the Notified Party must promptly notify each such Other Party in writing of the Third Party Claim and deliver to each such Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. The Notified Party and each Other Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by an Other Party of the notice and copies required in this paragraph and the meaningful opportunity for such Other Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to such Other Party's liability with respect to the Third Party Claim.

With respect to any Third Party Claim for which any Joining Party is jointly liable with any of the other Joining Parties (or would be if joined in the Third Party Claim), each such jointly liable Joining Party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by all such jointly liable Joining Parties in such proportion as is appropriate to reflect the relative fault of such jointly liable Joining Party in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of each such jointly liable Joining Party shall be determined by reference to,



among other things, the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. In any instance, the contribution amount of each such jointly liable Joining Party is capped to the same extent as it would have been capped under Oregon law if such Joining Party had sole liability in the proceeding.

#### **IX. AMENDMENTS**

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended except by written instrument signed by all Joining Parties. This Agreement may be extended upon written amendment.

#### **X. TERMINATION**

This Agreement may be terminated with respect to all Joining Parties by the written mutual assent of all Joining Parties. Any Joining Party may terminate its status as a party to this Agreement upon thirty (30) days' notice, in writing to DCBS.

#### **XI. FORCE MAJEURE**

No Joining Party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. In such event, the period for the performance shall be extended for the period of such delay. Upon the cessation of the cause of delay or nonperformance, the affected Joining Party shall resume performance of its obligations under this Agreement. Any Joining Party may terminate its status as a party to this Agreement, effective with the giving of written notice, if it determines that such delays or failure will reasonably prevent successful performance in accordance with the terms of this Agreement.

#### **XII. ALTERNATIVE DISPUTE RESOLUTION**

The Joining Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of this Agreement. In addition, the Joining Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

#### **XIII. NONDISCRIMINATION**

The Joining Parties shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations in the performance of this Agreement.

#### **XIV. COMPLIANCE WITH APPLICABLE LAWS; GOVERNING LAW**

The Joining Parties shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the State of Oregon.



**XV. PARTNERSHIP**

No Joining Party is, by virtue of this Agreement, a partner of or joint venturer with any other Joining Party in connection with activities carried out under this Agreement, and no Joining Party shall have any obligation with respect to any other Joining Party's debts or any other liability or obligation of any other Joining Party of whatever kind or nature.

**XVI. AUDIT**

DCBS reserves the right to audit all records of any other Joining Party that may be pertinent to this Agreement, and such other Joining Party shall bear the expense of any such audit.

**XVII. NO WAIVER OF CLAIMS**

The failure by any Joining Party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this Agreement.

**XVIII. ENTIRE AGREEMENT**

This Agreement, including all Undertakings executed and delivered by the Joining Parties, constitutes the entire Agreement between the Joining Parties concerning the subject matter of this Agreement and supersedes any and all prior or contemporaneous negotiations or agreements between the Joining Parties, or any of them, whether written or oral, concerning the subject matter of this Agreement which is not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all Joining Parties.

**JOINING PARTY SIGNATURES**

See various Undertakings, each of which is incorporated into and made part of this Agreement.

**EXHIBITS**

- Ex. 1: Form of Undertaking
- Ex. 2: Executed DCBS Undertaking





**EXHIBIT 1**  
**BUILDING EVALUATION SUPPORT AGREEMENT**  
**FORM OF UNDERTAKING**

The undersigned \_\_\_\_\_ hereby:

1. Enters into and joins that certain BUILDING EVALUATION SUPPORT AGREEMENT (FIXED TERM), a copy of which is attached hereto as Exhibit A (the "Agreement"), as a Joining Party;
2. Represents that it has read and understands the Agreement and all terms and conditions thereof;
3. Agrees to comply with and be bound by the Agreement and all terms and conditions thereof; and
3. Reaffirms and restates all material assertions, representations, and warranties made by the Joining Parties in the Agreement.

**CONTRACT ADMINISTRATOR**

The undersigned's Contract Administrator for the Agreement is:\*

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_ FEIN: \_\_\_\_\_

**NOTICES**

All notices and deliveries (other than payment) to the undersigned under the Agreement should be directed to:\*

Joining Party: \_\_\_\_\_  
 ATTN: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_



**PAYMENTS**

All payments to the undersigned under the Agreement should be directed to:\*

Joining Party: \_\_\_\_\_

ATTN: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

*\*Or as may be otherwise designated in writing and delivered to all Joining Parties.*

The undersigned understands and acknowledges that this undertaking shall not take effect unless and until this undertaking is executed and delivered in accordance with Section I of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this undertaking and the Agreement as of the date set forth below.

JOINING PARTY:

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 2**  
**BUILDING EVALUATION SUPPORT AGREEMENT**  
**EXECUTED DCBS FORM OF UNDERTAKING**

The undersigned, Department of Consumer and Business Services, Building Codes Division hereby:

1. Enters into and joins that certain BUILDING EVALUATION SUPPORT AGREEMENT (FIXED TERM), a copy of which is attached hereto as Exhibit A (the "Agreement"), as a Joining Party;
2. Represents that it has read and understands the Agreement and all terms and conditions thereof;
3. Agrees to comply with and be bound by the Agreement and all terms and conditions thereof; and
3. Reaffirms and restates all material assertions, representations, and warranties made by the Joining Parties in the Agreement.

**CONTRACT ADMINISTRATOR**

The undersigned's Contract Administrator for the Agreement is:\*

Name: Michelle Usselman Address: PO Box 14470  
Financial Operations  
Title: Manager Salem, OR 97309-0404  
Phone: 503-378-3755 Email: [Michelle.M.Usselman@dcbs.oregon.gov](mailto:Michelle.M.Usselman@dcbs.oregon.gov)

**NOTICES**

All notices and deliveries (other than payment) to the undersigned under the Agreement should be directed to:\*

Joining Party: DCBS – Building Codes Division  
ATTN: Statewide Services  
Address: PO Box 14470  
Salem, OR 97309-0404  
Email: [BCD.jurisdictionsupport@dcbs.oregon.gov](mailto:BCD.jurisdictionsupport@dcbs.oregon.gov)



**PAYMENTS**

All payments to the undersigned under the Agreement should be directed to:\*

Joining Party: DCBS – Building Codes Division

ATTN: Fiscal Services

Address: PO Box 14470  
Salem, OR 97309-0404

Email: [Fiscal.BCD@dcb.oregon.gov](mailto:Fiscal.BCD@dcb.oregon.gov)

*\*Or as may be otherwise designated in writing and delivered to all Joining Parties.*

The undersigned understands and acknowledges that this undertaking shall not take effect unless and until this undertaking is executed and delivered in accordance with Section I of the Agreement.

IN WITNESS WHEREOF, the undersigned, Department of Consumer and Business Services, Building Codes Division has executed this undertaking and the Agreement as of the date set forth below.

**DCBS:**

State of Oregon, Department of Consumer and Business Services, Building Codes Division

Reviewed by:


Executed by:

Signature:   
Dawn Bass (Oct 2, 2024 11:55 PDT)

Name: Dawn Bass

Title: Deputy Administrator

Date: 10/02/2024

Signature: 

Name: Miriha Aglietti

Title: Designated Procurement Officer

Date: 10/03/2024

**State of Oregon Approvals:**

*Approved Pursuant to ORS 279A.140*  
Department of Administrative Services

*Approved Pursuant to ORS 291.047*  
Department of Justice

Signature: Not Required per OAR 125-  
247-0365(4)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: Approved via email

Name: Jacob Gill

Title: Assistant Attorney General

Date: 09/09/2024





# JUNCTION CITY PUBLIC WORKS COMMITTEE

## AGENDA ITEM SUMMARY



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### Engineering Services Contract

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Meeting Date: February 3, 2025  
Department: Public Works  
[www.ci.junction-city.or.us](http://www.ci.junction-city.or.us)

Agenda Item #7  
Staff Contact: Gary Kaping  
Contact Telephone Number: 541-998-3125

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#### ISSUE STATEMENT

This is a request to sign an Engineering Contract with SCS Engineering.

#### BACKGROUND

The Engineering Service contract with SCS Engineering will be to provide the City with projections of rates/payments associated with certain projects that the City may consider doing as part of the water system upgrades and sewer system projects.

The City has used SCS Engineering for other projects in the past so they have all of our information in their database currently. This will save the City money as that work won't have to be repeated like it would with another engineering firm.

The City will use a task Order approach for this contract. Once the City has determined the desire and cost of certain project and provides SCS with a task order, SCS will then run scenarios on how the City will be able to cover those costs.

This approach gives the City a clear picture of what the impact on the City will be and options to cover that cost.

Staff is recommending that the contract with SCS be approved.

#### RELATED CITY POLICIES

A. Service Contract Rules

#### COMMITTEE OPTIONS

*The Committee can, at its pleasure:*

- Approve the contract and forward it to Council for final approval
- Deny the contract

#### ATTACHMENTS

- Engineering Service Contract

**FOR MORE INFORMATION**

Staff Contact: Gary Kaping, Public Works Director

Telephone: 541-998-3125

Staff E-Mail: [gkaping@ci.junction-city.or.us](mailto:gkaping@ci.junction-city.or.us)

# **CITY OF JUNCTION CITY ENGINEERING SERVICES CONTRACT**

This Contract is by and between the City of Junction City ("City") and SCS Engineers ("Engineer") to provide rate analysis studies based upon a variety of utility infrastructure improvements, on an as needed basis.

## **A. RECITALS**

Because this Contract includes an estimated fee of less than \$100,000, City is awarding to Engineer pursuant to City Rule 137-048-0200, which allows direct appointment for engineering services under this threshold. Engineer was chosen as the most highly qualified engineering firm, best suited to meet the City's needs.

## **B. CONTRACT EXHIBITS**

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

- Exhibit A – Statement of Services and Qualifications
- Exhibit B – Task Order Form
- Exhibit C – ORS 279C Personal Service Requirements
- Exhibit D – Schedule of Charges

In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibits B, C, D, then A in that order.

## **C. AGREEMENT**

### **1. Term and Authorization to Proceed**

- 1.1 The term of this Contract shall be from its execution to January 31, 2028, for an initial three (3) year term. Thereafter, it may be extended for up to two (2) additional one (1) year terms upon written consent of both parties. Such extension(s) will consider adjustment to Engineer's schedule of charges attached within Exhibit D to this Contract.
- 1.2 Execution of this Contract by the parties authorizes Engineer to proceed with work pursuant to the provisions of this Contract, upon issuance of one or more written task work orders by City.

### **2. Scope of Work**

- 2.1 Engineer shall provide all financial and management consulting services and deliver all materials as specified in the attached Exhibits A through D, which are hereby incorporated into this Contract by this reference, and as may be described by future task work order or addenda to this Contract (Work.)
- 2.2 Engineer will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered.
- 2.3 Task Orders. Task orders in the form attached as Exhibit B shall be used as the sole basis to authorize all Work related to this Contract. Task orders are subject to all terms of this Contract and shall establish the assigned Scope of Work, delivery schedule, and maximum compensation that reflects an identified payment methodology, the rates set in Exhibit D, hours, and include any reimbursables. Task orders that do not meet these

requirements shall not bind the parties and no further compensation will be paid for any Work performed.

City shall have the right to request work outside the scope of any task order to this Contract and to cancel a portion of the Work at any time. A task order amendment shall set compensation for all additional Work requested and a reduction thereto, in the event City cancels Work. City shall not be liable for profits lost due to cancelled Work. Engineer shall perform no Work outside the scope of any task order to this Contract until the parties have signed a modification to the task order that describes the Work and contains the terms of payment. Engineer shall not be entitled to payment for Work outside the scope of a task order, unless the parties signed a modification to the task order before Engineer performed that Work. Engineer shall not make modifications to the task orders or standard terms and conditions of this Contract except in writing, signed by both parties.

### **3. Compensation**

3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation up to the maximum set in each Task Order, set in accordance with the Schedule of Rates and Charges, attached within Exhibit D.

3.2 Invoices.

- a. Invoices for services of Engineer shall be billed to the City on a time and materials basis in summary form, itemized by projects and Task Orders, on or about the end of the first full business week of each month, for all services performed through the last day of the previous month.
- b. Engineer will provide in its invoices a detailed description of hours billed to assist City in correctly allocating costs to separate projects, or may modify the billing statement into a format that is agreeable to both parties. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

### **4. Engineer Is an Independent Contractor**

4.1 Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed Work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing Work.

- 4.2 Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under this Contract and will not have any amounts withheld by City to cover Engineer's tax obligations.
- 4.3 Engineer is not eligible for any City fringe benefit plans.
- 4.4 No Authority to Bind City. Engineer shall have no authority to enter into contracts on behalf of City, its officers, agents and employees. This Contract shall not create a partnership or joint venture of any sort between the parties.

**5. Notices**

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

City: City of Junction City  
680 Greenwood St  
PO Box 250  
Junction City, OR 97448  
Telephone: (541)998-3125

Engineer: SCS Engineers  
15940 SW 72<sup>nd</sup> Avenue  
Portland, OR 97224  
Telephone: (503) 430-3028

**6. Indemnification**

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

Notwithstanding the foregoing, the Engineer has no duty to defend City against a claim for professional negligence relating to the professional services Engineer provided under this Agreement, except to the extent that the Engineer's liability or fault is determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, and subject to the proportionate fault limitation, above.

Engineer's indemnification obligations under this Section 6 shall survive the expiration or earlier termination of this Contract.

Notwithstanding anything else to the contrary in this Contract, the parties agree that Engineer's liability under this Contract and for the Project shall be limited to the amount covered, if any, by Engineer's liability insurance then in effect up to \$2,000,000.

## 7. Insurance Requirements

- 7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:
- a. Occurrence form commercial general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):
    - \$2,000,000 – each occurrence (bodily injury)
    - \$4,000,000 – general aggregate
    - \$1,000,000 – property damage, contractual, etc.
    - \$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this Contract. (Proof of coverage will be attached to this Contract).
  - b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident. (Proof of coverage will be attached to this Contract).
  - c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence. (Proof of coverage will be attached to this Contract).
  - d. Professional Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of Work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence. Such policy will be either on a claims made basis and will have an extended claims reporting period of five (5) years after final completion or on an occurrence basis. (Proof of coverage will be attached to this Contract).
  - e. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.
- 7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis instead of an occurrence basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.
- 7.3 Policies shall provide that City, its Council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and Section 7.1(b) and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.
- 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the Work or services under this Contract if the loss, damage or destruction is solely due to the City's negligence or fault.
- 7.6 All policies of insurance shall be issued by good, responsible companies that are qualified to do business in the State of Oregon and listed by A.M. Best as an A- VIII or above.

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

## **8. Workers' Compensation**

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

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

## **9. Hours of Employment**

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

## **10. Assignment**

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

## **11. Labor and Material**

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

## **12. Ownership of Work and Documents**

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

12.2 **Intellectual Property.**

- a. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in City, except for work exempted by Section 12.2.b below. Upon request, Engineer shall execute any assignment or other documents necessary to give



effect to this Section. Engineer will retain a nonexclusive right to use intellectual property vested in City as part of this Contract.

- b. Engineer shall retain all intellectual property rights (including but not limited to copyrights and/or patents of any type) for work completed by Engineer prior to execution of this Contract, or completed for other clients or outside of the scope of this Contract. This includes but is not limited to models and design elements developed on previous projects, as well as standard contract documents, standard specifications, design standards manuals, standard details or other standard documents, details or drawings developed prior to execution of or outside the scope of this Contract.
- c. City will retain a nonexclusive right to utilize documents and materials provided to City by Engineer which are excluded under Section 12.2.b, but shall not profit from such use, and shall not provide these documents or materials for use by other jurisdictions without authorization from Engineer.

### **13. Termination or Suspension for Convenience**

- 13.1 This Contract may be terminated or suspended by mutual consent of the parties upon written notice.
- 13.2 In addition, City may terminate or suspend all or part of this Contract upon determining that such action is in the best interest of City by giving seven (7) days' prior written notice, without waiving any claims or remedies it may have against Engineer.
- 13.3 Upon termination under this Section, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract Work completed and accepted before termination less previous amounts paid and any claim(s) City has against Engineer. Only if previously approved in writing by City will City pay Engineer's reasonable costs actually incurred in the orderly closing out of specific Work tasks or projects underway under this Contract. Pursuant to this Section, Engineer shall submit an itemized invoice for all unreimbursed Contract Work completed before termination and any previously approved Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination, unless Engineer can show good cause beyond its control for the delay.

### **14. Termination or Suspension for Cause**

- 14.1 City may terminate or suspend this Contract effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:
  - a. If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
  - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - c. If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

### **15. Termination for Default**

- 15.1 If the City fails to perform in the manner called for in this Contract or if the City fails to comply with any other provisions of the Contract, the Engineer may terminate this

Contract for default after giving the City the notice and opportunity to cure required by this Section. Prior to termination for default, Engineer must give City written notice of the breach and of Engineer's intent to terminate. If City has not entirely cured the breach within fifteen (15) days of the date of the notice, then Engineer may terminate the Contract at any time thereafter by giving a written notice of termination.

- 15.2 If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract. Upon termination under Section 15.1, Engineer shall be entitled to payment in accordance with the terms under Section 13.3.

## 16. Remedies

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

- 16.1 Any suspension of performance under Sections 13 or 14 of this Contract constitutes a temporary stoppage of performance of the Contract and does not constitute a termination of the Contract under those Sections. In the event that the condition(s) causing the suspension are rectified and suspension is no longer required, the Parties will take all actions necessary to reactivate performance of the Contract within seven (7) calendar days from written notice to resume. In the event that the City determines that the conditions causing suspension of the Contract are not likely to be rectified in a reasonable amount of time, the City retains the right to terminate this Contract, pursuant to Sections 13 or 14. In the event of a suspension of performance pursuant to Sections 13 or 14, Engineer agrees to remain contractually obligated to perform the Services under this Contract for the same compensation set forth in Section 3, "Compensation," of this Contract and any applicable Task Order for six months. If the Contract is reactivated and Engineer is required to perform under this Contract beyond this date or such other time period agreed to by the Parties, the Parties may negotiate updated hourly rates for Engineer and any Consultants and amend this Contract accordingly.
- 16.2 If terminated under Section 15 by City due to a breach by Engineer, City may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.
- 16.3 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.
- 16.4 If City breaches this Contract, Engineer's remedy shall be limited to termination of this Contract and receipt of Contract payments to which Engineer is entitled.
- 16.5 City shall not be liable for any indirect, incidental, consequential, or special damages under this Contract or any damages arising solely from terminating this Contract in accordance with its terms.
- 16.6 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and Work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

**17. Nondiscrimination**

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

**18. Governing Law; Jurisdiction; Venue**

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

**19. Compliance with Laws and Regulations**

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659A.142; and (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit C and incorporated herein by this reference. Engineer, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

**20. Experience, Capabilities and Resources; Standard of Care**

By execution of this Contract, Engineer agrees that:

- 20.1. Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any Work within the scope and complexity contemplated by this Contract.
- 20.2. Engineer has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3. Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of Work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.
- 20.4. City selected Engineer for award of this Contract because of the special qualifications of Engineer's key personnel identified in Exhibit D (Key Personnel). Engineer must obtain City's consent prior to replacing any Key Personnel assigned to perform or support the Work specified in this Contract. In the event Engineer requests that City approve a

reassignment or transfer of the Key Personnel, City shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

**21. Drawings, Specifications and Other Documents**

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility. As used in this Section 21:

- 1) "structurally sounds" means that the facility has been designed and engineered to meet all code standards required of this project by the authority having jurisdiction; and
- 2) "complete and properly functioning facility" means that the facility has been designed, utilizing the Standard of Care, to meet industry standards for similar facilities within Oregon.

**22. Errors and Omissions**

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its subconsultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials. Engineer's warranties and obligations under Sections 6, and 20-22 of this Contract shall survive the expiration or earlier termination of this Contract.

**23. Contract Performance**

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

**24. Access to Records**

- 24.1 For not less than five (5) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract.
- 24.2 If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than five (5) years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City and its duly authorized representatives in preparation for and during litigation.

**25. Representations and Warranties**

- 25.1 Engineer represents and warrants to City that:
  - 25.1.1 Engineer has the power and authority to enter into and perform this Contract;
  - 25.1.2 When executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms;

25.1.3 Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and

25.1.4 The services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.

25.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## **26. Conflicts of Interest.**

Engineer agrees not to accept or perform any work for clients other than City on projects located within the City without City's prior written approval, which may be granted or withheld in City's sole discretion.

## **27. City Obligations**

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

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

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

27.4 City shall furnish all testing as required by law or the Contract documents.

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

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

27.7 City shall pay Engineer in accordance with Section 3 and Exhibit D of this Contract, upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the Scope of Work. Payments shall reflect Work completed, or progress made on a project to date, on a pro rata basis.

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

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

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

## **28. Arbitration**

- 28.1 All claims, disputes, and other matters in question between the City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof, except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Oregon's Uniform Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lane County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.
- 28.2 A claim by Engineer arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Engineer may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the Council has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the Council's decision being binding upon the Council and Engineer.
- 28.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the other party to proceed through the courts for relief. If arbitration is allowed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modifications or appeal except to the extent permitted by Oregon law.

## **29. Joinder**

Notwithstanding any contrary language in other documents or agreements related to services provided by Engineer pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This Section applies to any and all claims, disputes, and other matters arising out of, or relating to this Contract, including but not limited those claims, disputes, and other matters subject to litigation or arbitration.

## **30. Attorney Fees**

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

**31. Successors and Assigns; Subcontractors and Assignments**

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

**32. Limitation of Liabilities**

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

**33. Foreign Contractor**

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

**34. Confidentiality**

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

**35. Force Majeure**

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

**36. Waivers**

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

**37. Severability**

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

**38. Headings**

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

**39. Integration and Modification**

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior

written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

**40. Authority**

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

<p>CITY OF JUNCTION CITY</p> <p>By: _____ Name: Jason Knope Title: City Administrator Date: _____</p>	<p>SCS ENGINEERS</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
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## Exhibit A

### Statement of Services and Qualifications

#### Statement of Services

Services identified in Contract Section 2 shall be provided pursuant to City Task Order requests in the form set forth in Exhibit B. When so authorized by City, the specific services which the Engineer shall furnish will generally consist of, but not be limited to, the services outlined in Engineer's Statement of Services and Qualifications attached hereto.

#### Qualifications

**SCS ENGINEERS**

Management Services

July 25, 2024

Mr. Jason Knope  
City Administrator  
680 Greenwood Street  
Junction City, OR 97448

Subject: FY 2025 - FY 2030 MSA for Financial & Management Consulting Services

Dear Jason:

Per your request, we have prepared a statement of qualifications for financial and management consulting services that SCS' Management Services team can provide for the City under a master services agreement (MSA).

The following pages outline my qualifications as Project Manager for any work the City requires, an introduction to some of the team, selected types of studies we could perform for the City, and a letter of recommendation from another client who engages us for a wide array of services.

Additionally, the suggested MSA contract and work order form is attached.

Thank you for this opportunity, and we look forward to working with you. Should you have any questions, please contact me at (386) 546-7719 or [vquinn@scsengineers.com](mailto:vquinn@scsengineers.com).

Sincerely,



Vite Quinn, MBA  
Director of Management Services  
SCS Engineers



Shane Latimer, PhD  
VP / Project Director  
SCS Engineers





Junction City has requested a proposal for FY 2025 - FY 2030 Financial Services. The goal is to perform any financial services the City requires through 6/30/2030 including, but not limited to: rate, fee, and tax analysis; review and assistance updating the City's ordinances and policies; and ad hoc financial analysis.

## The Company

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers one of the oldest and largest employee-owned solid waste and environmental services firms in the United States. Founded 54 years ago, just before Earth Day in 1970, SCS specializes in providing comprehensive solid waste services for local government and private industry clients. Our website, [www.scsengineers.com](http://www.scsengineers.com) has a complete listing of our office locations and contact information.

## The People

Our staff of over 1,300 consultants includes economists, solid waste experts, rate and financial experts, engineers, scientists, operations experts, and field staff. Our experts are leaders of industry, creating/participating in workshops and conferences, technical papers, research, and national and state-level legislative and rule-making processes.

I (Vita Quinn) am your Project Manager. I recently completed a term on the Board of Directors for the Solid Waste Association of North America (SWANA), am SCS' National Expert on Rate Studies, and lead our Management Services practice. I will lead all of the work on this project and remain committed as Project Manager throughout the project duration.

## Our Unique Approach and Interactive Process

Throughout the project process, we seek your feedback. This provides information that enables us to proceed with our analysis, prioritizing the things that matter most to you.

Our goal is to combine our models and communication processes in a way that keeps you involved and informed, is efficient and cost-effective, and gets the results you require.

## Rate & Management Consulting Expertise

Cities and utilities regularly confront financial sustainability concerns stemming from issues such as changing technologies and levels of service, operating cost inflation, and staffing concerns. These issues put pressure on the utility to implement rate increases. At the same time, however, there is often pressure from political decision-makers and ratepayers to do more with less.

Rate studies, billing/policy reviews, and efficiency improvements for local governments are at the core of our Management Services practice. We also possess comprehensive knowledge covering the entire spectrum of utility industry issues. The professionals on SCS's project team for this assignment have completed similar rate studies, financial assessments, capital plans, strategic plans, program assessments, system evaluations, privatization evaluations and/or other financial evaluations and modeling efforts.

## What Sets Us Apart

You require expertise in data analysis, rate structure and billing analysis, policy/ordinance review, benchmarking, state and national trends, and policies and best practices specific to solid waste utilities. Our team includes local and national experts and I am confident in our ability to deliver a thoughtful and thorough analysis. Other benefits:

- We offer customized rate and financial solutions with an easy-to-understand interface, allowing you to consider factors critical to comparing outcomes in a visual format.
- We are experienced in clearly communicating results in meetings and public settings, which often dictates whether recommendations will be welcomed or challenged.
- We have time and commitment to be dedicated to your needs.

## Selected Management Services Capabilities

<b>Strategic &amp; Financial Advisory</b>	<ul style="list-style-type: none"> <li>• Business Advisory Services</li> <li>• Feasibility Analysis</li> </ul>	<ul style="list-style-type: none"> <li>• Cost-Benefit Analysis</li> <li>• Affordability Analysis</li> </ul>
<b>Organizational Assessments</b>	<ul style="list-style-type: none"> <li>• Organizational Structure</li> <li>• Labor/Operational Benchmarking</li> <li>• Customer Billing &amp; Service Reviews</li> </ul>	<ul style="list-style-type: none"> <li>• Operational &amp; Process Improvements</li> <li>• Benchmarking of Services &amp; Fees</li> <li>• Performance Reviews</li> </ul>
<b>Financial &amp; Economic Analysis</b>	<ul style="list-style-type: none"> <li>• Rate Studies</li> <li>• General Fund Financial Feasibility</li> <li>• Indirect Cost Apportionment</li> <li>• Public/Private Partnerships</li> </ul>	<ul style="list-style-type: none"> <li>• Development Fees</li> <li>• Non-Ad Valorem Assessments</li> <li>• Zero Based Budgeting</li> <li>• Impact Fees</li> </ul>
<b>Program Planning &amp; Development</b>	<ul style="list-style-type: none"> <li>• Program Development</li> <li>• Program Evaluation</li> <li>• Evaluation of Plan Alternatives</li> </ul>	<ul style="list-style-type: none"> <li>• Public-Private Partnership Planning</li> <li>• Fleet/Equipment Replacement Plans</li> <li>• CIP/Asset Management Plans</li> </ul>
<b>Other Consulting Services</b>	<ul style="list-style-type: none"> <li>• Public Education Campaigns</li> <li>• Expert Witness Testimony</li> <li>• Public Education Programs</li> <li>• Public Meetings</li> <li>• Regulatory Reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Workshops and Seminars</li> <li>• Reserve Fund Analysis</li> <li>• Contract Management Solutions</li> <li>• Ordinance Review</li> <li>• Negotiation Facilitation</li> </ul>



VITA QUINN, MBA | Project Manager



## EDUCATION

MBA – Finance/Real Estate Development, Nova Southeastern University, Florida

BS – International Economics, Florida Atlantic University, Florida

## RELEVANT PROFESSIONAL AFFILIATIONS

Solid Waste Association of North America, American Public Works Association

## SELECTED RATE & COST OF SERVICE STUDIES

- Village of New Lothrop, MI – Wastewater/Stormwater Asset Management Plan
- City of Myrtle Beach, SC – Collections Rate & Transfer Fee Study / Billing Analysis
- City of Brownsville, TX – 5-Year Financial Services/Rate Studies
- Stanford University, CA – Annual Solid Waste Rate Studies
- City of Anaheim, CA – Resort Assessment District Revenue Sufficiency Analysis / Solid Waste Revenue Sufficiency Analysis and Updates
- City of Council Bluffs, IA – Landfill and Recycling Center Revenue Sufficiency Analysis
- City of Monrovia, CA – Hauler Rate Analysis
- Reno County, KS – Annual Rate Model Updates/Reserve Calculation
- Broward County, FL – Revenue Development & Benchmarking for Proposed Independent Authority
- City of Bristol, VA – Solid Waste Collection Rate Study
- City of Wauchula, FL – Solid Waste Rate Study
- City of Grand Island, NE – Landfill Tipping Fee Study and Capital Feasibility Analysis
- City of Dothan, AL – Environmental Svcs Rate Study
- City of New Braunfels, TX – Solid Waste Management Plan Update and Rate Study
- City of West Palm Bch, FL – Solid Waste Rate Study
- City of Odessa, TX – Solid Waste Management Plan
- City of Sheridan, WY – Tipping Fee Study and Financial Assurance Estimates
- City of Port Orange, FL – Water & Sewer Rate Study
- Okaloosa County, FL – Water & Wastewater Revenue Sufficiency Analyses
- City of Galveston, TX – Water and Sewer Rate Study and Benchmarking Analysis
- City of Davis, CA – Solid Waste Rate Study
- Greenville County, SC – Solid Waste Tipping Fee Study
- City of Cocoa, FL – Integrated Utility Analysis, Regional Water Rate Development
- City of Atlanta, GA – Solid Waste Rate & Utility Billing Study
- Ft Lauderdale, FL – General Fund, Water, Sewer, Stormwater, Sanitation, Spec Rev Funds Analysis
- City of Sheridan, WY – Water, Sewer, & Solid Waste Rate and Financial Plan Updates
- Junction City, OR – Water, Sewer, and Sanitation Rate Study
- Nassau County, FL – Rate Study, Customer Deposit Review, Miscellaneous Fee Development
- City of Tempe, AZ – Solid Waste Rate Design
- City of Denton, TX – Utilities Rate Study and Benchmarking
- Culver City, CA – Solid Waste Rate Study
- City of Virginia Beach, VA – Solid Waste Revenue Sufficiency Analysis
- Yakima County, WA – Solid Waste Management Plan and Rate Study
- City of Killeen, TX – Solid Waste Rate Study
- City of St. Cloud, FL – General Fund & Utility Integrated Analysis (Water, Sewer, Bulk Water)
- Indian Creek Village, FL – Water and Stormwater Revenue Sufficiency Analysis
- Village of Pinecrest, FL – Stormwater Fee Study
- Cass County, IA – Landfill Revenue Sufficiency
- City of Coconut Creek, FL – Water/Wastewater Utility Rate Study
- City of Cape Coral, FL – Water & Sewer Rate Study
- City of Alliance, NE – Landfill Revenue Sufficiency

- Clay County Utility Authority, FL – Water & Sewer Revenue Sufficiency, Lakes Replenishment Program Funding Analysis, and Comparative Impact Fee Study
- City of Neptune Beach, FL – Water & Sewer Revenue Sufficiency Analysis
- City of Temple Terrace, FL – Solid Waste and General Fund Integrated Analysis
- Indian Creek Village, FL – General Government Financial Sustainability Analysis
- Town of Mount Dora, FL – Stormwater Rate Study
- City of Clearwater, FL – Water, Sewer, and Solid Waste Revenue Sufficiency Analysis
- City of Zephyrhills, FL – General Fund Financial Sustainability Analysis
- City of Fort Myers, FL – General Fund Financial Sustainability Analysis
- City of New Port Richey, FL – General Fund and Utility Integrated Financial Sustainability Analysis

#### RECENT ECONOMIC/PROGRAM/FUNDING ANALYSIS

- Waste Management, USA – Cost-Benefit Analysis of Facility Automation
- Albemarle County, VA – Fiscal Impact Analysis / PPP
- Yakima County, WA – Labor Benchmarking Study
- Dane County, WI – Analysis of Debt Funding, New Site Development, Rate Alternatives
- City of Anaheim, CA – Facilities Labor Rate Update
- City of Odessa, TX – Fleet Rental Rate Analysis
- Chittenden Solid Waste District, VT – Compost Business Case Analysis / PPP Analysis
- The Recycling Partnership – Analysis of Recycling Program Alternatives
- Okaloosa County, FL – Revenue Bond Feasibility Analysis, Utility Privatization Study
- City of Bristol, VA – Solid Waste Independent Cost and Landfill Alternatives Analysis
- City of Glendale, CA – Solid Waste Rate Matrix Development
- Oklahoma City, OK – Analysis of Brownfields Capital Projects Funding/Database
- City of Omaha, NE – Bid Evaluation Forms for Capital Financing
- Town of Longboat Key, FL – Beach Renourishment Tax Program Update
- Plant City, FL – General Fund Fiscal Impact Analysis
- City of Dubuque, IA – Financial Analysis of Alternative Composting Technologies
- City of Lynchburg, Virginia – Collections System Evaluation and Enterprise Fund Financial Plan
- City of San Diego, CA – Transfer Station Sizing Alternatives Analysis
- Salinas Valley Solid Waste Authority, CA – SB 1383 Planning and Cost Analysis
- Los Angeles County, CA – Organics Alternative Technology Comparative Analysis
- City of San Antonio, TX – Analysis of MRF Alternatives / PPP Feasibility Analysis
- Manatee County, FL – Facility Location Breakeven Analysis
- Mattress Recycling Council, CA – Analysis of Disposal Alternatives
- City of Davis, CA – SB 1383 Planning and Financial Feasibility Analysis
- Stanford University, CA – Zero Waste Program Assistance
- City of Waynesboro, Virginia, Solid Waste Collections System and Recycling Evaluation
- City of Lynn Haven, FL – Fiscal Impact Analysis
- City of New Port Richey, FL – General Fund Indirect Cost Allocation

#### OTHER RECENT PROJECTS

- DeSoto County, FL – Capital Assessment Revenue Sufficiency Analysis and MSBU Update
- City of Deltona, FL – General Government Impact Fee Updates (Parks & Recreation, Police, Fire, Transportation, Library)
- Fresno County, CA – Rate Negotiations
- City of Glendale, CA – Peer Review of Franchise Fee and Impact Fee Calculation
- City of Atlanta, GA – Expert Witness Services
- Stanford University, CA – Annual Rate Negotiations
- Broward County, FL – Revenue Development for Independent Authority

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**KELLYN MODEIN & MATT RONEY | Financial Analysts**

Our Management Services group has financial analysts, data analysts, and management analysts ready to perform the services you require. Kellyn and Matt are some of the analysts that will work with the City. Their experience working with large data sets, managing databases, and creating financial models for forecasting and cost saving for local government clients make them ideal to assist Vita in helping the City. Their experience with financial modeling and visualization along with rate and fee development helps provide clients with an accurate and proficient analysis.



**SUPPORT STAFF**

Vita leads the Management Services team and they are available for financial matters the City requires, but SCS also employs a staff of more than 550 professionals with a variety of technical backgrounds relevant to this project, including nationally recognized strategic planners, utility experts, engineers, and environmental contractors. The City's team can and will engage these resources as needed to address the City's most complex and critical needs. We hope to have the opportunity to introduce you to the broader collection of our experience.

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**Our financial sustainability solutions include revenue sufficiency analysis, benchmarking, and rate design.**

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Utilities Department  
 55 Grinnell Plaza  
 Sheridan, WY 82801  
 307-675-4234



7/16/2024

**RE: Letter of Recommendation for SCS Engineers**

To Whom It May Concern,

The City of Sheridan has been conducting financial planning and performing rate studies for our Water, Sewer and Solid Waste Enterprises for the past fourteen (14) years. The City has been diligent in performing regular updates to these rate plans every three (3) to five (5) years.

I have been fortunate over the years to have been given the opportunity to select, and work with, four (4) outstanding firms specializing in financial planning and utility rate development. Each specialized in either water and sewer financial planning or solid waste financial planning, but only one of those firms, SCS Engineers (SCS), was found to specialize in all three areas of need for the City of Sheridan. Not only were they able to fully meet all of our financial planning needs, but they were able to do it with a level of service that stood above the rest.

The City of Sheridan utilized the services of SCS in 2022 to conduct revenue sufficiency analysis and develop long term rate plans for our water, sewer and solid waste enterprises. We followed up with SCS in 2023 to help us develop a new Plant Investment Fee (PIF) structure for water and sewer connections which are calculated on a graduated scale to more fairly assign costs and support affordability goals of our City Council. This PIF study was a great success under guidance and expertise of the SCS team.

Throughout the time I have worked with SCS, Vita Quinn has been leading their Management Services Division and been the project manager for all the work they've done for the City of Sheridan. I can't express enough how impressed I've been with Vita's ability to manage the process and lead her team in meeting our needs in a very professional, cost conscious manner. Vita is down to earth, extremely competent and interacts very well with staff and elected officials. In my opinion, the project manager is the key to the success of every endeavor. With Vita and SCS you can't go wrong.

The City of Sheridan Utilities Department will certainly continue to use SCS Engineers for our future financial planning needs.

Best Regards,

Daniel Roberts, P.E.  
 Utilities Director

VISION: We embrace "Our City" and its historical Western lifestyle and values while being focused on socio-economic diversity with open eyes, minds, and hearts in keeping Sheridan the community of choice for all.



**Exhibit B  
Task Order Form**

**Task Order No. \_\_**  
**City of Junction City**  
**Engineer Work**

**Dated:** \_\_\_\_\_

In accordance with the City Engineering Services Contract entered into between City of Junction City (City) and \_\_\_\_\_ (Engineer), dated \_\_\_\_\_, 20\_\_ (Contract), Engineer is authorized to complete the scope of work defined in this Task Order according to the schedule and budget identified herein.

**SCOPE OF WORK**

The scope of work includes: \_\_\_\_\_,  
as further outlined in Exhibit A to this Task Order.

**BUDGET**

The costs for Engineer's services as defined herein, including reimbursables, shall not exceed \$\_\_\_\_\_.

**COMPENSATION**

Compensation shall be paid up to the total maximum compensation set above in accordance with Section 3 of the Contract and the Engineer's Schedule of Rate and Charges attached to the Contract as Exhibit A.

In accordance with Section 2.3 of the Contract, if additional funds are required to complete the services defined herein beyond the limit set above, Engineer shall notify City in writing prior to reaching the authorized limit, and will not proceed with work in excess of the limit without the prior written approval of City.

**SCHEDULE**

Work shall be initiated within \_\_\_\_ days of issuance of this Task Order and completed within \_\_\_\_ days.

**TERMS AND CONDITIONS**

All work under this Task Order is governed by the terms and conditions of the Contract, unless otherwise specifically set forth herein.



## Exhibit C

### PUBLIC CONTRACTING CODE REQUIREMENTS For ORS 279C Personal Service Contract

1. Engineer shall pay promptly, as due, all persons supplying labor or materials for the performance of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
2. Engineer shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Engineer or any Subcontractor in connection with the performance of the Contract shall promptly be paid.
3. Engineer shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Engineer and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Engineer shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Engineer shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G).
6. Pursuant to ORS 279C.520(2), the Engineer must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
7. Pursuant to ORS 279C.530(2), all employers, including Engineer, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Engineer shall ensure that each of its subcontractors complies with these requirements.
8. All sums due the State Unemployment Compensation Fund from the Engineer or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
9. The Contract may be canceled at the election of City for any willful failure on the part of Engineer to faithfully perform the contract according to its terms.
10. Engineer certifies that it has not discriminated against minorities, women or emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors.
11. Engineer certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
12. In the performance of this Contract, the Engineer shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

13. Pursuant to City's Public Contracting Rule 137-049-0880, the City may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
14. Contractor shall ensure City's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
15. The following notice is applicable to Work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."

## Exhibit D

### Engineer's Schedule of Charges

**SCS ENGINEERS**

Environmental Consultants & Contractors

#### SCS ENGINEERS FEE SCHEDULE (Effective April 1, 2024 through March 31, 2025)

Labor Category	Rate
Principal.....	\$285
Senior Project Advisor.....	\$280
Project Director II.....	\$260
Project Director I.....	\$250
Senior Project Manager II.....	\$225
Senior Project Manager I.....	\$205
Project Manager II.....	\$195
Technical Advisor II.....	\$195
GIS Manager.....	\$185
Project Manager I.....	\$180
Technical Advisor I.....	\$172
Senior Project Professional II.....	\$165
Senior Project Professional I.....	\$155
Senior Designer.....	\$153
Project Professional II.....	\$140
Designer II.....	\$140
GIS Analyst.....	\$137
Project Professional I.....	\$135
Designer I.....	\$125
Staff Professional II.....	\$123
Staff Professional I.....	\$118
Senior Superintendent.....	\$135
Analyst III.....	\$130
Analyst II.....	\$120
Data Analyst.....	\$110
Analyst I.....	\$105
Senior Technician.....	\$113
Drafter II.....	\$115
Associate Staff Professional.....	\$110
Drafter I.....	\$95
Technical Associate.....	\$103
Technician.....	\$98
Administrative Professional.....	\$95

Southeast Regional Offices

Atlanta • Coconut Creek • Ft. Lauderdale • Miami • Mobile • Orlando • Tampa • West Palm Beach



General Terms:

1. The hourly and reimbursable rates are effective through March 31, 2025. Work performed thereafter is subject to a new Fee Schedule issued for the period beginning April 1, 2025.
2. The above rates include salary, overhead, administration, and profit. Other direct expenses, such as analyses of air, water and soil samples, reproduction, travel, subsistence, subcontractors, computers, and other reimbursable fees, are billed in accordance with the attached reimbursable fee schedule.
3. For special situations, such as expert court testimony, hourly rates for principals of the firm will be on an individually-negotiated basis.

**SCS ENGINEERS  
 REIMBURSABLE FEE SCHEDULE**

<u>Administrative/Mileage</u>	<u>Unit</u>	<u>Unit Cost (\$)</u>
Vehicle Mileage	Mile	Current Federal Rate
Vehicle	Daily	115.00
Vehicle	Weekly	500.00
Report Reproduction Fee 1	Report	50.00
CAD/GIS Usage	Hourly	10.00

<u>Equipment</u>	<u>Unit</u>	<u>Unit Cost (\$)</u>
Auger - Handheld	Daily	10.00
Field Tablet	Daily	10.00
Field Truck	Daily	135.00
Field Truck	Weekly	650.00
Field Truck	Monthly	2,300.00
Four Gas Meter	Daily	30.00
Four Gas Meter	Weekly	100.00
Gas Emission Monitor	Daily	250.00
Gas Emission Monitor	Weekly	635.00
Gas Emission Monitor	Monthly	1,625.00
Gas Emission Temperature Probe	Daily	40.00
Gas Emission Temperature Probe	Weekly	100.00
Gas Emission Temperature Probe	Monthly	180.00
Gas Pump	Daily	15.00
Groundwater Equipment Kit	Daily	355.00
GW Sampling Equipment - Supplemental	Filter	25.00
Nuclear Gauge	Daily	60.00
Nuclear Gauge	Weekly	170.00
Soil Sampling Equipment Kit	Daily	60.00
Surface Water Equipment Kit	Daily	200.00
Trimble Equipment Kit	Daily	60.00

SCS ENGINEERS  
Fee Schedule (Continued)  
Effective April 1, 2024 through March 31, 2025  
Page 3

Trimble Equipment Kit	Weekly	225.00
Trimble Equipment Kit	Monthly	850.00
Turbidity Meter / Peristaltic Pump	Daily	40.00
Turbidity Meter / Peristaltic Pump	Weekly	105.00
Water Level Meter / Interface Probe	Daily	40.00
Water Level Meter / Interface Probe	Weekly	65.00
YSI 556 Meter	Daily	150.00
YSI 556 Meter	Weekly	385.00

# JUNCTION CITY PUBLIC WORKS COMMITTEE

## AGENDA ITEM SUMMARY



### Fisher Public Involvement

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Meeting Date: February 3, 2025  
Department: Public Works  
[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number:#8  
Staff Contact: Gary Kaping  
Contact Telephone Number: 541-998-3125

---

#### ISSUE STATEMENT

This is a discussion about the Cities Public information material that Staff is putting together with the help of Fisher Public Involvement.

#### BACKGROUND

The City is developing public information materials about planned infrastructure improvements, including water and wastewater upgrades.

Staff is receiving support from Fischer Public Involvement for materials and communications platforms.

Our goal is to clearly describe the current need for infrastructure upgrades and benefits to the community of these investments.

Outcomes of this work will include short flyers about public works projects, updates to City webpages and social media platforms, conversations with community leaders, and presentations to Junction City groups and service organizations by Junction City staff. If you have recommendations for individuals or organizations to connect with, please contact Gary Kaping or Jason Knope.

#### RELATED CITY POLICIES

- None

#### COMMITTEE OPTIONS

*The Committee can, at its pleasure:*

- This is information only

#### ATTACHMENTS

- Fisher Public Involvement scope of work

#### FOR MORE INFORMATION

Staff Contact: Gary Kaping, Public Works Director  
Telephone: 541-998-3125  
Staff E-Mail: [gkaping@ci.junction-city.or.us](mailto:gkaping@ci.junction-city.or.us)





## **Public Communication Services for Junction City Infrastructure Projects**

Fischer Consulting proposes to develop public information materials, organize outreach meetings, and work with staff on communication methods for upcoming public projects in Junction City. The outcomes of these activities will provide community residents, organizations and businesses with accurate information on the benefits and impacts of upcoming infrastructure projects. Key activities will include designing and implementing a public information process, developing informational materials and presentation content, communicating with community members, organizing meetings, documenting public outcomes, and recommending next steps.

Junction City will provide Fischer Consulting with the information to design informational materials and presentation content for the projects, review and print agendas and materials, send meeting invitations to key community members, lead public meetings and discussions, post on public webpages, and reply to emails and phone calls from the public in a timely manner.

Fischer Consulting will draft and design interesting and accessible public materials and agendas, conduct outreach to community members as directed by Junction City, organize meetings, facilitate and/or take notes, staff outreach events as needed, produce meeting summaries, mentor staff on communications methods, and provide recommendations on next steps.

### **Public Outreach Goals**

- Educate the public and community leaders about upcoming Junction City projects
- Invite, connect with, and share information with a wide range of community members
- Provide accessible venues and create a welcoming, informal, and comfortable atmosphere for the community
- Collect and analyze comments about upcoming projects
- Build communications platforms and capacity for Junction City
- Provide future public outreach recommendations

### **Public Outreach Tasks**

1. **Draft and finalize a Public Communications Plan that includes:** (Month 1)
  - Public information goals and opportunities
  - Communication methods, tools, and platforms
  - Outreach materials: print and online



- Public events and communications

**2. Develop Informational Materials (Month 1-2)**

- Identify information for the following materials:
  - Flyer (2 page)
  - Display boards (2)
  - Sample Facebook post/header and Instagram post
  - Presentation slides (10 slides)
- Develop and review base text and images
- Identify graphics standards, logos, and look/feel of materials
- Review draft and final materials
- Distribution methods and online communications platforms: support JC staff in navigating platforms/methods.

**3. Individual and/or Small Group Meetings** with key community leaders and networkers to share draft informational materials, discuss communications, request agenda time at their meetings, and gather input on materials. The meetings can be via phone, in-person, online, or hybrid, and activities include scheduling, logistics, note-taking, and conversation summaries.

(Month 3). Activities include:

- Identify up to 30 potential participants
- Schedule up to 8 meetings
- Conduct/facilitate as needed
- Summarize results

**4. Connect with Community: (Month 3-5)**

- Contact community groups, service organizations, and other non-profits
- Schedule, organize, attend, and summarize up to 8 meetings to connect with their membership and/or board - examples include the Chamber, Lions, Soroptimists
- Police Sector Meetings (up to 2)
- Council Public Meetings (up to 2)
- Summarize results

**5. Next Steps and Recommendations (Month 6)**

- Provide strategic recommendations on next steps

## Roles and Responsibilities

### Fischer Consulting

- Planning, scheduling, organizing, and conducting outreach activities, including individual and group conversations, speaking engagements, etc.
- Reviewing and/or producing project materials listed above
- Attending regular meetings with Project Lead and partners
- Reporting public engagement activities and outcomes, including note taking when needed
- Strategic guidance during the project and for next steps

### Junction City

- Key leadership and presenters for public conversations, including individual and group meetings and speaking engagements
- Public face of the project: sending/responding to individual and group email, press releases, media communications, social media posting, monitoring and responding, website updates and other communications with the public
- Prompt review and input on text/graphics produced by Fischer Consulting
- Spanish speaking outreach and translation

## Fischer Consulting Firm Profile

Fischer Consulting gathers a diverse public into conversations about economic development, land use, housing, social services, and transportation. Julie Fischer designs and implements context-sensitive, transparent processes that earn trust for the agency, inspire confidence with the public, and deliver a community-supported outcome. Her processes are designed with equity and inclusion as a foundation, and she collaborates with non-profits and community members when possible.

Julie Fischer's success is characterized by her ability to convey complex information to a broad base of people, incorporate different perspectives into solutions, and efficiently manage the public involvement process so that facts dominate rumors. She courts diverse participation by using both traditional methods such as in-person meetings and websites as well as modern communication and input platforms such as social media, virtual meetings, interactive open houses, surveys, and creative "street" outreach. With decades of experience with both urban and rural Oregon communities, her integrity is established with agencies, businesses, community leaders, media, and non-profit organizations.

Julie collaborates with Katherine Rola, a skilled land steward, designer, and planner with a deep commitment to fostering harmony between people and the natural environment. Katherine's specialization lies at the intersection of urban and natural systems, where she bridges the gap between ecological sustainability and human-centered design. With a multidisciplinary approach, she leverages her expertise to facilitate meaningful discussions, offer innovative insights, and provide tailored resources that align with the unique needs of each project. Her practice is continually refined through collaboration, reflective learning, and a commitment to staying informed on emerging trends and best practices.



# JUNCTION CITY PUBLIC WORKS COMMITTEE

## AGENDA ITEM SUMMARY

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### Public Works Project update

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Meeting Date: February 3, 2025  
Department: Public Works  
[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number:9  
Staff Contact: Gary Kaping  
Contact Telephone Number: 541-998-3125

---

#### ISSUE STATEMENT

This is a update on Public Works Project currently being worked on.

#### BACKGROUND

Public Works has multiple project that are currently being worked on by our engineers and our staff.

We have put together a list of all the project and an update of where the projects are at to keep the Council up to date on the progress of each project and have a discussion on the projects as needed.

#### RELATED CITY POLICIES

- Cities Procurement rule

#### COMMITTEE OPTIONS

*The Committee can, at its pleasure:*

#### ATTACHMENTS

- Public Works Project Review

#### FOR MORE INFORMATION

Staff Contact: Gary Kaping, Public Works Director  
Telephone: 541-998-3125  
Staff E-Mail: [gkaping@ci.junction-city.or.us](mailto:gkaping@ci.junction-city.or.us)





# Public Works Project Review

A CURRENT LIST OF PUBLIC WORKS PROJECTS WITH UPDATES

Last Updated: 1/29/2025

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Green highlight means the project is complete

Red highlight means project is being worked on

Black project not started yet

## Water Division Projects

Currently, there are many projects being worked on by the utility crews. Below is a list of those projects and any current updates on those projects.

### BAILEY WELL PROJECT

This project is to drill and develop a new domestic water well at the City's Bailey Park and connect it to the City's water distribution system.

**UPDATE:** This Project is complete.

### RAINTREE WELL PROJECT

This project is to drill and develop a new domestic water well at the City's Raintree Park and connect it to the City's water distribution system. The City currently has a federal grant that covers half of the project cost. Additional funding will be needed.

**UPDATE:** This project is paused until July of 2025. The archeological investigation is complete and pending approval by the relevant agencies. No issues were discovered.

### RAINTREE WATER TREATMENT PLANT

This project is to Construct a new water treatment plant on the west Side of town next to the Raintree Well and connect it to the water distribution system. The City is currently looking for grants to help fund this project.

### ALDERDALE WELL PROJECT

This project is to drill and develop a new domestic water well at the City's Alderdale Park and connect it to the City's water distribution system. The City currently has a state grant that covers half of the project cost. Additional funding will be needed.

**UPDATE:** This project is being designed. The Cultural Study is scheduled for October. No issues were discovered.

### WATER RIGHTS TRANSFER FOR BAILEY WELL

This project is to transfer some of the City's existing water rights for use with the new Bailey Well.

**UPDATE:** The application has been submitted to the state and we are waiting for their review and approval. Staff anticipates that this will occur soon.



## 5<sup>TH</sup> STREET WATER LINE REPLACEMENT & STREET RECONSTRUCTION PROJECT

This project is to replace some older water lines on 5<sup>th</sup> Street while City crews are working on other waterlines in the area.

**UPDATE:** The water line is complete. **Street is being designed**

## Sewer Division Projects – Permit & MAO Combined Timeline

Currently, there are many projects being worked on by the utility crews. Below is a list of those projects and any current updates on those projects.

Junction City Permit & MAO Combined Timeline				
#	Item	Source	Date(s)	Status
1	Recycled Water Use Plan	MAO	11/1/2024	DEQ Review
<p>This project is to complete a state approved Recycled Water Use Plan. This plan is used by the City for irrigating land with the effluent from the City’s wastewater treatment plant in the summer.</p> <p><b>UPDATE:</b> HBH received comments from DEQ on the Plan and has been addressing these comments by providing additional information. DEQ has expressed concerns about wind drift, soil moisture and depth to groundwater. HBH is working to find a soils scientist to do the soils evaluation described in DEQ comments. DEQ provided written approval to irrigate the properties of the wastewater treatment plant considering the results of the wetland delineations. <b>Staff has sent the plan back to DEQ.</b></p>				
#	Item	Source	Date(s)	Status
2	Report on Funding for Facilities Plan	Permit	1/1/2025	DEQ Review
<p>This project is to update the DEQ on the City’s funding status for the Facilities Plan Update.</p> <p><b>UPDATE:</b> The City has identified internal funding for this project. The City has submitted this information to the DEQ and is working with DEQ to ensure that the report format is acceptable.</p>				
#	Item	Source	Date(s)	Status
3	Repair Irrigation System per DEQ Approved plans	MAO	3/1/2025	In Process
<p><b>Wastewater Contact Chamber Upgrades</b></p> <p>This project is to make some repairs &amp; upgrades to the contact chamber at the treatment plant to allow for better control of the irrigation process.</p> <p><b>UPDATE:</b> This Project is complete.</p>				
#	Item	Source	Date(s)	Status
4	MAO Progress Report	MAO	3/1/2025	Not Started
<p><i>This project has not yet started.</i></p>				
#	Item	Source	Date(s)	Status

5	Industrial Sources Identified & Reported to DEQ	MAO	4/30/2025	In Process
<p><i>Industrial Pretreatment User Survey</i></p> <p>This project is to conduct an Industrial User Survey in the City. This is the first step in fully implementing the City's Industrial Pretreatment Program.</p> <p><b>UPDATE:</b> Staff sent out 136 survey letters, we received 72 back. 42 of those were the long form as we needed more detailed information from the, we have received 14 of those back.</p>				
#	Item	Source	Date(s)	Status
6	Updated Facilities Plan	Permit	1/1/2026	In Process
<p><i>Facilities Plan Update</i></p> <p>This project is to update the City's Wastewater Facilities Plan. This is the first step in the process to upgrade the City's Wastewater Treatment Plant. This work is being completed by HBH Engineering (City Engineer).</p> <p><b>UPDATE:</b> This work is being done simultaneously with some pre-design work. HBH Engineering worked with Shannon and Wilson to evaluate the feasibility of several configurations of large storage facilities at the site of the wastewater treatment plant. HBH Engineering is incorporating the data into the Facilities plan. HBH Engineering has been updating the flows and loading analysis to include calculations required for the Facilities Plan.</p> <p><i>Wetlands Function &amp; Values Study</i></p> <p>This project is to see how many wetland mitigation credits the City will receive for the restoration of the property north of the lagoons (tax lot 900). This work was awarded to Cascade Environmental.</p> <p><b>UPDATE:</b> Cascade Environmental has already provided a preliminary estimate of the number of credits that a mitigation project will be able to provide along with a cost estimate for a mitigation project. As the functions and values assessment progresses, Brent will be able to provide an updated estimate of the number of mitigations credits the City is likely to receive for a restoration project on Tax lot 900. This project ties into the Facilities Plan and the West Side Trail System Project as the presence of infrastructure like walking trails affects the number of credits that can be obtained and the way that a mitigation project would be approached. Jenny developed a map of the potential trail system and discussed it with City Staff, so the future trails system can be included in the functions and values assessment.</p>				
#	Item	Source	Date(s)	Status
7	Groundwater Investigation Report and Archaeological Review for Subproject 1	Permit	1/1/2026	In Process
<p><i>Geotechnical Work</i></p> <p>This project is to conduct geotechnical work to determine the types of soil and groundwater that the wastewater treatment plant.</p> <p><b>UPDATE:</b> The groundwater investigation is complete and this data is being incorporated into the Facilities Plan.</p>				
#	Item	Source	Date(s)	Status
8	Sludge Depth Survey	Permit	1/15/2026	Not Started
<p><i>This project has not yet started.</i></p>				
#	Item	Source	Date(s)	Status
9	MAO Progress Report	MAO	3/1/2026	Not Started

	<i>This project has not yet started.</i>			
#	Item	Source	Date(s)	Status
10	Smoke Test Sewer System	MAO	1/1/2025	Not Started
	<i>This project has not yet started.</i>			
#	Item	Source	Date(s)	Status
11	Copies of Pretreatment Permits to DEQ	MAO	4/30/2026	Not Started
	<p><i>Industrial Pretreatment User Survey</i>  This project is to conduct an Industrial User Survey in the City. This is the first step in fully implementing the City's Industrial Pretreatment Program.</p> <p><b>UPDATE:</b> Staff sent out 136 survey letters, we received 72 back. 42 of those were the long form as we needed more detailed information from the, we have received 14 of those back.</p>			
#	Item	Source	Date(s)	Status
12	Wetland Delineation & Mitigation Report for Subproject 1	Permit	6/1/2026	In Process
	<p><i>Wetlands Delineation Study</i>  This project is to conduct a wetlands delineation study for the recently purchased property next to the City's treatment plant (tax lot 602, High Pass Property purchased in 2024).</p> <p><b>UPDATE:</b> The study is complete and in the process of being submitted to the State.</p> <p><i>Wetlands Coordination &amp; Permitting</i>  This project is to complete a wetlands delineation on the City's existing property at the treatment plant.</p> <p><b>UPDATE:</b> This project is complete and submitted to the State.</p>			
#	Item	Source	Date(s)	Status
13	Mixing Zone Study	Permit	12/15/2026	Not Started
	<i>This project has not yet started.</i>			
#	Item	Source	Date(s)	Status
14	Report on Progress for funding & design of Treatment Plant	Permit	1/1/2027	Not Started
	<i>This project has not yet started.</i>			
#	Item	Source	Date(s)	Status
15	MAO Progress Report	MAO	3/1/2027	Not Started
	<i>This project has not yet started.</i>			
#	Item	Source	Date(s)	Status
16	Inflow & Infiltration Elimination Plan	MAO	4/30/2027	Not Started
	<i>This project has not yet started.</i>			

#	Item	Source	Date(s)	Status
17	Draft Predesign Report for Subproject 1	Permit	1/1/2028	Not Started
#	Item	Source	Date(s)	Status
18	Land Acquisition Progress Report for Subproject 2	Permit	1/1/2028	Not Started
	<i>This project has not yet started.</i>			
#	Item	Source	Date(s)	Status
19	MAO Progress Report	MAO	3/1/2028	Not Started
	<i>This project has not yet started.</i>			
#	Item	Source	Date(s)	Status
20	Groundwater Investigation Report and Archaeological Review for Subproject 2	Permit	1/1/2029	Not Started
#	Item	Source	Date(s)	Status
21	MAO Progress Report	MAO	3/1/2029	Not Started
	<i>This project has not yet started.</i>			
#	Item	Source	Date(s)	Status
22	Inflow & Infiltration Elimination Plan Priority 1 projects complete	MAO	4/30/2029	Not Started
	<i>This project has not yet started.</i>			
#	Item	Source	Date(s)	Status
23	Final Design for Subproject 1	Permit	6/1/2029	Not Started
	<i>This project has not yet started.</i>			
#	Item	Source	Date(s)	Status
24	Industrial User Survey	Permit	Once per Permit Cycle	In Process
	<p><b>Industrial Pretreatment User Survey</b>  This project is to conduct an Industrial User Survey in the City. This is the first step in fully implementing the City's Industrial Pretreatment Program.</p> <p><b>UPDATE:</b> Staff sent out 136 survey letters, we received 72 back. 42 of those were the long form as we needed more detailed information from the, we have received 14 of those back.</p>			
#	Item	Source	Date(s)	Status
25	Outfall Inspection Report	Permit	Once per Permit Cycle	Not Started
	<i>This project has not yet started.</i>			
#	Item	Source	Date(s)	Status

26	Construction Progress Report for Subproject 1	Permit	6/1/2030	Not Started
<i>This project has not yet started.</i>				
<b>#</b>	<b>Item</b>	<b>Source</b>	<b>Date(s)</b>	<b>Status</b>
27	Wetland Delineation & Mitigation Report for Subproject 2	Permit	6/1/2030	Not Started
<i>This project has not yet started.</i>				
<b>#</b>	<b>Item</b>	<b>Source</b>	<b>Date(s)</b>	<b>Status</b>
28	Final Design for Subproject 2	Permit	1/1/2032	Not Started
<i>This project has not yet started.</i>				
<b>#</b>	<b>Item</b>	<b>Source</b>	<b>Date(s)</b>	<b>Status</b>
29	Construction Progress Report for Subproject 2	Permit	1/1/2033	Not Started
<i>This project has not yet started.</i>				
<b>#</b>	<b>Item</b>	<b>Source</b>	<b>Date(s)</b>	<b>Status</b>
30	Achieve final limits for CBOD	Permit	1/1/2034	Not Started
<i>This project has not yet started.</i>				

## Sewer Division Projects – All Other

### WASTEWATER NPDES PERMIT/MAO

The City is in the process of renewing the Wastewater NPDES (National Pollutant Elimination System) Permit and renegotiating the MAO (Mutual Agreement & Order) required to operate the City's Wastewater Treatment Plant.

**UPDATE:** The renewal of the permit is complete.

### 10<sup>TH</sup> & ROSE PUMP STATION REPLACEMENT

This project is to replace the City's 10<sup>th</sup> & Rose Sewer Pump Station. This station is one of the older pump stations in town and needs to be moved locations to a City owned parcel further west on 10<sup>th</sup> Street.

**UPDATE:** Design work has begun on this project.

## Parks & Open Spaces Division Projects

Currently, there are many projects being worked on by the Parks & Open Spaces crews. Below is a list of those projects and any current updates on those projects.

### BAILEY PARK REPLACEMENT

This project is to make upgrades to the Bailey Park due to the changes by adding a water well to the park. These upgrades include adding pickleball courts, basketball courts, and more.

**UPDATE:** Parts are here and project is being bid.

### TEQUENDAMA PARK UPGRADES

This project is to update the City owned Tequendama Park due to age. This includes replacing the existing playground structure.

**UPDATE:** This project is complete.

## Appendix A – Well Flow Capacities

### Well Flow Capacities

<i>Location</i>	<i>Original Flow</i>	<i>Before Rehab</i>	<i>After Rehab</i>
<i>13<sup>th</sup> &amp; Elm Well</i>	300 GPM	225 GPM	600 GPM
<i>11<sup>th</sup> &amp; Elm Well</i>	1,100 GPM	120 GPM	300 GPM
<i>5<sup>th</sup> &amp; Maple Well</i>	500 GPM	220 GPM	Not Done Yet
<i>8<sup>th</sup> &amp; Deal Well</i>	300 GPM	75 GPM	150 GPM
<i>3<sup>rd</sup> &amp; Cedar Well</i>	300 GPM	250 GPM	350 GPM
<i>Bailey Park Well</i>	N/A	N/A	600 GPM
<i>Total Capacity</i>	2,500 GPM	890 GPM	2,000 GPM



## Appendix B – Completed Projects

### 3<sup>RD</sup> & CEDAR RAW WATER LINE PROJECT

This project is to install new raw water line that will connect the 3<sup>rd</sup> & Cedar Well to the City's Water Treatment Plant.

**UPDATE:** This project is complete.

### LEAD WATER SERVICE LINE SURVEY

This project is a new requirement by the State to inspect all service line in the system. We must identify both on the Cities side and the customer side what the service lines are made of. This project must be completed by October 16<sup>th</sup>, 2024 and reported to the state.

**UPDATE:** Work is complete and sent to the State.

# JUNCTION CITY PUBLIC WORKS COMMITTEE

## AGENDA ITEM SUMMARY



### Lochmead Billing Error

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Meeting Date: February 3, 2025  
Department: Public Works  
[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number:#10  
Staff Contact: Gary Kaping  
Contact Telephone Number: 541-998-3125

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#### ISSUE STATEMENT

This is a request to issue a refund to Lochmead Dairy due to a billing error on one of their accounts.

#### BACKGROUND

On January 20, 2025 Staff discovered an error on an account for Lochmead Dairy. It appears that when a water account was added a dumpster code was also added to the account.

In 2003 Lochmead had a service installed in the front of their building and discontinued the use of the service that was behind their building which at that time was a 2" water service and a 4 yard dumpster two times a week.

When the new service was put into the system the old service was deactivated ( put into a suspended account or paused) instead of disconnected ( finalized so it cannot be reactivated at any time). When the request was made to start up the service in the back of the building again the utility billing clerk at the time found the deactivated service and reactivated it without removing the 4 yard dumpster two times a week code.

It appears that Lochmead has been paying for a 4 yard dumpster two times a week since 2017.

Staff went back and calculated the amount that Lochmead had been charged since 2017, That amount is \$45,874.50.

It is Staffs is bringing this to the Committee because the amount of the refund is above what Staff can authorize. Staff is requesting to issue a refund to Lochmead Dairy in the amount of \$45,874.50

#### RELATED CITY POLICIES

- None

#### COMMITTEE OPTIONS

*The Committee can, at its pleasure:*

- The Committee can move this to Council for final approval

- The Committee provide other direction.

#### **ATTACHMENTS**

- Adjustment paper work

#### **FOR MORE INFORMATION**

Staff Contact: Gary Kaping, Public Works Director  
Telephone: 541-998-3125  
Staff E-Mail: [gkaping@ci.junction-city.or.us](mailto:gkaping@ci.junction-city.or.us)

## ACCOUNT ADJUSTMENT FORM

Name on Account: <span style="font-size: 1.2em; font-family: cursive;">Lochmead</span>	Type of Adjustment:      Debit <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Credit</span> <small>(circle one)</small>
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Account Number: <span style="font-size: 1.2em; font-family: cursive;">13-00480-001</span>	Adjustment Total: <span style="font-size: 1.2em; font-family: cursive;">\$45,874<sup>50</sup></span>
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H2O: <small>002-000-400500</small>	SWR: <small>003-000-400500</small>	GBG: <small>004-000-400500</small>	PENALTY	DEPOSIT

**Explanation:**

- Payment applied to wrong account (include copies of both account history reports)
- Over/Under Charge on Cut-In or Cut-Out (copies of service order attached)
- Credit For Leak (include copies of account history and calculations)
- Over/Under charge for Garbage service (copies of service order attached)
- Charges billed to wrong account (include copies of both account history reports)
- Other (include proof and explanation below)

reimbursement/credit on acct for (412) 4 yd dumpster  
2x a week that was never used or delivered from  
11/20/2017 - 1/24/2025

Adjustment Calculated/Entered by: <span style="font-family: cursive; font-size: 1.2em;">[Signature]</span>	Date: <span style="font-family: cursive; font-size: 1.2em;">1/24/25</span>
Adjustment Approved by:	Date:



Bill Date	Bill Type	Service Code	Rate Code	Total Dollars	Service Status	Service Start Date	Service End Date	Number of Days	Cons Month	Cons Year
01/22/2025	Regular	500	GRB 412 - 4YD 1 C 2xWK	603.75	Active	12/12/2024	01/16/2025	35	1	2025
12/23/2024	Regular	500	GRB 412 - 4YD 1 C 2xWK	603.75	Active	11/12/2024	12/12/2024	30	12	2024
11/21/2024	Regular	500	GRB 412 - 4YD 1 C 2xWK	603.75	Active	10/13/2024	11/12/2024	30	11	2024
10/21/2024	Regular	500	GRB 412 - 4YD 1 C 2xWK	603.75	Active	09/13/2024	10/13/2024	30	10	2024
09/20/2024	Regular	500	GRB 412 - 4YD 1 C 2xWK	603.75	Active	08/14/2024	09/13/2024	30	9	2024
08/22/2024	Regular	500	GRB 412 - 4YD 1 C 2xWK	603.75	Active	07/15/2024	08/14/2024	30	8	2024
07/22/2024	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	06/15/2024	07/15/2024	30	7	2024
06/20/2024	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	05/16/2024	06/15/2024	30	6	2024
05/22/2024	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	04/16/2024	05/16/2024	30	5	2024
04/23/2024	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	03/17/2024	04/16/2024	30	4	2024
03/21/2024	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	02/16/2024	03/17/2024	30	3	2024
02/23/2024	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	01/17/2024	02/16/2024	30	2	2024
01/25/2024	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	12/18/2023	01/17/2024	30	1	2024
12/20/2023	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	11/18/2023	12/18/2023	30	12	2023
11/21/2023	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	10/19/2023	11/18/2023	30	11	2023
10/24/2023	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	09/19/2023	10/19/2023	30	10	2023
09/21/2023	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	08/20/2023	09/19/2023	30	9	2023
08/24/2023	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	07/19/2023	08/20/2023	32	8	2023
07/21/2023	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	06/19/2023	07/19/2023	30	7	2023
06/22/2023	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	05/20/2023	06/19/2023	30	6	2023
05/23/2023	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	04/20/2023	05/20/2023	30	5	2023
04/24/2023	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	03/20/2023	04/20/2023	31	4	2023
03/21/2023	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	02/20/2023	03/20/2023	28	3	2023
02/22/2023	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	01/20/2023	02/20/2023	31	2	2023
01/26/2023	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	12/20/2022	01/20/2023	31	1	2023
12/22/2022	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	11/20/2022	12/20/2022	30	12	2022
11/22/2022	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	10/20/2022	11/20/2022	31	11	2022
10/21/2022	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	09/21/2022	10/20/2022	30	10	2022
09/22/2022	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	08/22/2022	09/22/2022	31	9	2022
08/22/2022	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	07/22/2022	08/22/2022	31	8	2022
07/21/2022	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	06/21/2022	07/21/2022	30	7	2022
06/21/2022	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	05/21/2022	06/21/2022	31	6	2022
05/24/2022	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	04/24/2022	05/24/2022	30	5	2022
04/21/2022	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	03/21/2022	04/21/2022	31	4	2022
03/21/2022	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	02/21/2022	03/21/2022	28	3	2022
02/22/2022	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	01/22/2022	02/22/2022	31	2	2022
01/21/2022	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	12/21/2021	01/21/2022	31	1	2022
12/21/2021	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	11/21/2021	12/21/2021	30	12	2021
11/22/2021	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	10/22/2021	11/22/2021	31	11	2021
10/20/2021	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	09/20/2021	10/20/2021	30	10	2021
09/21/2021	Regular	500	GRB 412 - 4YD 1 C 2xWK	525.00	Active	08/21/2021	09/21/2021	31	9	2021



08/20/2021	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	07/20/2021	08/20/2021	31	8	2021
07/20/2021	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	06/20/2021	07/20/2021	30	7	2021
06/22/2021	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	05/22/2021	06/22/2021	31	6	2021
05/21/2021	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	04/21/2021	05/21/2021	30	5	2021
04/22/2021	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	03/22/2021	04/22/2021	31	4	2021
03/22/2021	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	02/22/2021	03/22/2021	28	3	2021
02/23/2021	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	01/23/2021	02/23/2021	31	2	2021
01/25/2021	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	12/25/2020	01/25/2021	31	1	2021
12/21/2020	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	11/21/2020	12/21/2020	30	12	2020
11/23/2020	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	10/23/2020	11/23/2020	31	11	2020
10/21/2020	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	09/21/2020	10/21/2020	30	10	2020
09/21/2020	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	08/21/2020	09/21/2020	31	9	2020
08/21/2020	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	07/21/2020	08/21/2020	31	8	2020
07/20/2020	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	06/20/2020	07/20/2020	30	7	2020
06/22/2020	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	05/22/2020	06/22/2020	31	6	2020
05/20/2020	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	04/20/2020	05/20/2020	30	5	2020
04/22/2020	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	03/22/2020	04/22/2020	31	4	2020
03/24/2020	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	02/24/2020	03/24/2020	29	3	2020
02/20/2020	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	01/20/2020	02/20/2020	31	2	2020
01/20/2020	Regular	500	GRB 412 - 4YD 1 C 2x/WK	525.00	Active	12/20/2019	01/20/2020	31	1	2020
12/20/2019		500	GRB 412 - 4YD 1 C 2x/WK	525.00						
11/21/2019		500	GRB 412 - 4YD 1 C 2x/WK	525.00						
10/20/2019		500	GRB 412 - 4YD 1 C 2x/WK	525.00						
9/24/2019		500	GRB 412 - 4YD 1 C 2x/WK	525.00						
8/20/2019		500	GRB 412 - 4YD 1 C 2x/WK	525.00						
7/20/2019		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
6/20/2019		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
5/20/2019		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
4/20/2019		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
3/20/2019		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
2/21/2019		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
1/20/2019		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
12/20/2018		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
11/20/2018		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
10/20/2018		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
9/20/2018		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
8/20/2018		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
7/20/2018		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
6/20/2018		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
5/20/2018		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
4/20/2018		500	GRB 412 - 4YD 1 C 2x/WK	512.00						
3/20/2018		500	GRB 412 - 4YD 1 C 2x/WK	512.00						









# JUNCTION CITY PUBLIC WORKS COMMITTEE

## AGENDA ITEM SUMMARY



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### Public Works Internal Audit

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Meeting Date: February 3, 2025  
Department: Public Works  
[www.ci.junction-city.or.us](http://www.ci.junction-city.or.us)

Agenda Item #11  
Staff Contact: Gary Kaping  
Contact Telephone Number: 541-998-3125

---

#### ISSUE STATEMENT

This is a discussion on Public Works doing an internal audit of the utility billing accounts.

#### BACKGROUND

Public Works will be working on an internal audit of all its utility billing accounts.

It was Staffs belief that all the accounts were corrected at the time we switched software from Springbook to Tyler. Because of the recent discovery of a mistake that was found it appears that at least one account was not correct.

Staff will start an internal audit of all the utility accounts. Staff has started with all the dumpster accounts. Once those have all been verified to be correct Staff will continue to audit all the sanitation accounts.

Once complete with all the sanitation accounts Staff will audit all the utility water accounts to make sure that all of the Cities utility accounts have been looked at and determined to be correct.

Public Work will create a policy and procedure and bring it back to the Committee for the Committees review and input. This policy and procedure will include language that this process is continued on an annual basis once the initial audit is complete.

#### RELATED CITY POLICIES

A. None

#### COMMITTEE OPTIONS

*The Committee can, at its pleasure:*

- Informational only

#### ATTACHMENTS

- None

#### FOR MORE INFORMATION

Staff Contact: Gary Kaping, Public Works Director

Telephone: 541-998-3125  
Staff E-Mail: [gkaping@ci.junction-city.or.us](mailto:gkaping@ci.junction-city.or.us)



**PUBLIC WORKS  
COMMITTEE**

**AGENDA FORECASTER REPORT**

# TABLE OF CONTENTS

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## Current Business Items

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<b><u>Item</u></b>	Building Evaluation Support Intergovernmental Agreement
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	New
<b><u>Current Agenda Item Number</u></b>	6

### **Item Description**

This is a request to have the Committee discuss entering into a building IGA

---

<b><u>Item</u></b>	Engineering Services Contract
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	New
<b><u>Current Agenda Item Number</u></b>	7

### **Item Description**

This is a request to have the Committee review and approve an Engineering services contract with SCS Engineering.

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<b><u>Item</u></b>	Fisher Public Involvement
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	New
<b><u>Current Agenda Item Number</u></b>	8

**Item Description**

This is a request to have the Committee discuss the use of Fisher Public Involvement to start getting the information out about the need for the upcoming water and sewer projects.

---

<b><u>Item</u></b>	Public Works Project update
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	New
<b><u>Current Agenda Item Number</u></b>	9

**Item Description**

This is to keep the Committee up to date on all the public works projects that are going on.

---

<b><u>Item</u></b>	Lochmead Billing Error
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	New
<b><u>Current Agenda Item Number</u></b>	10

**Item Description**

This is request to refund Lochmead due to a billing error.

---

<b><u>Item</u></b>	Public Works Internal Audit
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	New
<b><u>Current Agenda Item Number</u></b>	11

**Item Description**

This is a discussion on Public Works plan to do an internal audit.

## Current Projects

<b><u>Project Name</u></b>	6 <sup>th</sup> street ADA project
<b><u>Project Source</u></b>	Street system improvement fund and system development fund
<b><u>Estimated Cost</u></b>	\$180,000

### **Project Description**

This project is to install ADA ramps on 6<sup>th</sup> street as part of the Safe Route to School project.

---

<b><u>Project Name</u></b>	I&I project
<b><u>Project Source</u></b>	Sewer system improvement fund
<b><u>Estimated Cost</u></b>	\$50,000

### **Project Description**

This project is to continue fixing Inflow & Infiltration in our sewer system. This is a project that is done annually.

---

<b><u>Project Name</u></b>	Well rehabs
<b><u>Project Source</u></b>	Water Capital funds
<b><u>Estimated Cost</u></b>	\$1,235,000

### **Project Description**

This is a project to drill new wells and rehab our current wells.

---

**Item**

Future Wells

**Project Source**

Council

**Estimated Cost**

\$3,500,000

**Project Description**

This is a project to install 1-3 Test well for the City.

---

## Pending Business Items

<b><u>Item</u></b>	JCMC 15.20 Review
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	12-02-19
<b><u>Anticipated Date Back to Committee</u></b>	February 3, 2020

### **Item Description**

This is a request to review JCMC 8.10 and 15.20 and provide staff with direction.

---

<b><u>Item</u></b>	I & I
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	
<b><u>Anticipated Date Back to Committee</u></b>	August 3, 2016

### **Item Description**

This is a project to continue working on I & I in our sewer system.

### **Current Status/Update**

Staff is currently working with the City Engineer on identifying the best option in our system for additional I & I work.

---

<b><u>Item</u></b>	Water tower
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	9/5/16

**Current Agenda Item Number**

**Item Description**

This is to update the committee on the water tower.

**Current Status/Update**

Staff is bringing this to committee for an update. It will go the full Council as they asked for the new numbers.

---

<b><u>Item</u></b>	Safe Route to School
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	July 1, 2019
<b><u>Anticipated Date Back to Committee</u></b>	May, 2020

**Item Description**

This is a project to continue working on the Safe Route to School project.

**Current Status/Update**

Staff is currently working with Lane County on identifying the best option for us to include in the grant request that Lane County is partnering with the City on.

---

<b><u>Item</u></b>	CEP additions
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	12/22
<b><u>Current Agenda Item Number</u></b>	

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**Item Description**

*By Administrative Policy 7.01 Capital Expenditure Plan Creation Process staff has to bring any changes or addition to the CEP before December if they want those changes to be put in the next budget year. This is a request for the committee to review these changes or additions.*

---

<b><u>Item</u></b>	Paddock zone of Benefits
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	2-20
<b><u>Current Agenda Item Number</u></b>	4

**Item Description**

This is a discussion on what the Committee would like to do with the Paddock ZOB.

---

<b><u>Item</u></b>	Alley evaluation
<b><u>Requested By</u></b>	Chair
<b><u>Date Last at Committee</u></b>	New
<b><u>Anticipated Date Back to Committee</u></b>	October 2021

**Item Description**

This was a request toto have staff evaluate the alleys for possible paving.

## **Council Goals**

**PW-01 Traffic & Streets – Growth, Safety, Maintenance**

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- PW-02 Review water master plan and SDC's**
- PW-03 Review Sewer Masterplan and SDC's**
- PW-04 Review Streets Masterplan and SDC's**
- PW-05 Create Strom Utility**
- PW-06 Westside Water Plant and Well**
- PW-07 Water & Sewer Projects**
- PW-08 Increase Recycling within the City**
- PW-09 Emergency Response Plane Review and Update**
- PW-10 Water Quality upgrade Projects**



## Future Business Items

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**Item** Purchasing equipment/truck from auction

**Requested By** Staff

**Item Description**

Public Works in the past has always brought equipment/vehicle purchases to the Committee, the issue that we face when it comes to purchasing from the Lane County Auction is that by the time we find out what is on the list to be auctioned off there is no time to take it to the committee and Council. Staff would like to discuss bringing a list to the Committee and Council of items they will be looking for at the auction and getting authorization to purchase these items in advance.

---

**Item** Public Works Design Standards Update

**Requested By** Staff

**Item Description**

The current Public Works Design and Construction Standards has not been updated since 1999. Staff is working with the City Engineer to update these standards. Once the update is complete, it will come before the Committee for review.

---

**Item** Water Municipal Code Review

**Requested By** Staff

**Item Description**

The primary code that the City uses for regulating much of the City's water utility is no longer in existence. Staff is working on resolving this issue. As part of the resolution, staff will be looking for the Committee's recommendation on a wide variety of City policies.

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<b><u>Item</u></b>	Back Flow Device Program
<b><u>Requested By</u></b>	Committee
<b><u>Date Last at Committee</u></b>	10/03/2016

**Item Description**

Project to come up with a backflow device program.

**Current Status/Update**

Staff will be looking at option for the Committee to consider.

---

<b><u>Item</u></b>	Dredging Lagoon
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	6/5/17

**Item Description**

Staff is working on a project to dredge the lagoon and help prepare for the upgrades to the wastewater treatment plant.

**Current Status/Update**

Staff is currently working on this with HBH engineering.

---

<b><u>Item</u></b>	Garbage Truck Replacement
<b><u>Requested By</u></b>	Staff
<b><u>Date Last at Committee</u></b>	01/19

**Item Description**

Staff is working on funding for the Garbage truck replacement plan.

**Current Status/Update**

Staff is currently working on this with the committee.

---

<b><u>Item</u></b>	Event Property
<b><u>Requested By</u></b>	PW Committee
<b><u>Date Last at Committee</u></b>	07/19

**Item Description**

Staff has been asked to try to find 6 to 10 acres at the Lagoon to create a spot for events to be held.

**Current Status/Update**

Staff is currently working the design of the new wastewater treatment plant which will dictate how much land we have left, we will then determine if there is any land that is available that is not in an wet land. If there is no land staff will determine the cost to mitigate the wet land for the use of the event property.

## Future Projects

<b><u>Project Name</u></b>	Sewer Forcemain Replacement, F-1 Project
<b><u>Project Source</u></b>	2006 Sewer Master Plan
<b><u>Estimated Cost</u></b>	\$1,365,000

### **Project Description**

This project is to replace the north common forcemain from the lagoons to the intersection of 10<sup>th</sup> Avenue and Rose Street. The pipe is at the end of its useful life and has been experiencing an increasing amount of breaks in the line.

---

<b><u>Project Name</u></b>	Sewer Forcemain Replacement, F-2 Project
<b><u>Project Source</u></b>	2006 Sewer Master Plan
<b><u>Estimated Cost</u></b>	\$1,726,000

### **Project Description**

This project is to replace the north common forcemain from the intersection of 10<sup>th</sup> Avenue and Rose Street to the 14<sup>th</sup> & Elm Pump Station. The pipe is at the end of its useful life and has been experiencing an increasing amount of breaks in the line.

---

<b><u>Project Name</u></b>	Sewer Forcemain Replacement, F-4 Project
<b><u>Project Source</u></b>	2006 Sewer Master Plan
<b><u>Estimated Cost</u></b>	\$140,000

### **Project Description**

This project is to replace the north common forcemain from the Chapel Creek Pump Station to the intersection of 13<sup>th</sup> Avenue and Rose Street. The pipe is at the end of its useful life and has been experiencing an increasing amount of breaks in the line.

**Project Name** Sewer Forcemain Replacement, F-5 Project  
**Project Source** 2006 Sewer Master Plan  
**Estimated Cost** \$182,000

**Project Description**

This project is to replace the north common forcemain from the intersection of 13<sup>th</sup> Avenue and Rose Street to the intersection of 10<sup>th</sup> Avenue and Rose Street. The pipe is at the end of its useful life and has been experiencing an increasing amount of breaks in the line.

---

**Project Name** Rate Study  
**Project Source** City Council  
**Estimated Cost** \$80,000

**Project Description**

This project is to do a comprehensive rate study to make sure that Junction City is staying current with the proper rates being charged.

---

**Project Name** Water Rights Modification  
**Project Source** Staff  
**Estimated Cost** \$50,000

**Project Description**

This project is to finish modifying the City's current water rights so the City will be able to use all of the existing rights. Some of the rights are at locations that no longer exist.

## November 4, 2024 Draft Committee Agenda

***AGENDA***  
**Public Works Committee**  
**Possible Quorum of the Council**  
**City of Junction City**  
**City Hall Council Chambers**  
**680 Greenwood Street**

**Monday, January 6, 2025**  
**6:30 p.m.**

To join the City Council meeting via computer, tablet, or smartphone, please click on the Zoom link below:

You can also dial in using your phone: 1-253-215-8782 or toll free 877-853-5257  
Meeting ID: 831 6557 2958

- 1) CALL TO ORDER
- 2) CHANGES TO THE AGENDA
- 3) APPROVAL OF MINUTES
  - A) MARCH 4 -2024
- 4) PUBLIC COMMENT FOR ITEMS NOT LISTED ON THE AGENDA
- 5) COMMITTEE MEMBERS COMMENTS
- 6) AGENDA FORECASTER REVIEW
- 7) OTHER BUSINESS
- 8) ADJOURNMENT

***THE NEXT STANDING COMMUNITY DEVELOPMENT COMMITTEE MEETING IS SCHEDULED FOR FEBRUARY 3, 2025 AT 6:30 P.M.***

# 2025 Committee Meeting Calendar

## Calendar Key



Packets Available Date



Regular Meeting Date

### JANUARY

m	t	w	t	f	s	s
			1	2	3	4 5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### FEBRUARY

m	t	w	t	f	s	s
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

### MARCH

m	t	w	t	f	s	s
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### APRIL

m	t	w	t	f	s	s
			1	2	3	4 5 6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### MAY

m	t	w	t	f	s	s
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### JUNE

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23	24	25	26	27	28	29
30						

### JULY

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### AUGUST

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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### SEPTEMBER

m	t	w	t	f	s	s
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### OCTOBER

m	t	w	t	f	s	s
			1	2	3	4 5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### NOVEMBER

m	t	w	t	f	s	s
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### DECEMBER

m	t	w	t	f	s	s
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	29
30	31					