

MISSION STATEMENT

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



CITY OF SWEET HOME CITY COUNCIL AGENDA

September 11, 2018, 6:30 p.m.

Sweet Home Police Department, 1950 Main Street
Sweet Home, OR 97386

WIFI Passcode:
guestwifi

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

A. Call to Order and Pledge of Allegiance

B. Moment of Silence for 9-11

C. Roll Call:

Councilor Briana
Councilor Coleman
Councilor Gerson
Councilor Goble

Councilor Gourley
Mayor Mahler
Councilor Trask

D. Consent Agenda:

- a) Approval of Minutes: August 28, 2018 Work Session (pg.3)
August 28, 2018 Council Meeting (pg. 4-9)
August 30, 2018 Work Session (pg. 10)

E. Recognition of Visitors and Hearing of Petitions:

F. Old Business:

- a) Oregon Jamboree – 2018 Review and Camping Discussion

G. New Business:

- a) Chamber of Commerce Requests
- b) UTV Discussion
- c) Request for Council Action - Vehicle Lease Agreement – SHPD (pg. 11-33)
- d) Request for Council Action – FY 2018 Elm Street Water Service Reconnection Project (pg. 34-73)

H. Introduction, First and Second Reading of Ordinance Bills

I. Third Reading of Ordinance Bills (Roll Call Vote Required)

- a) Request for Council Action - Ordinance No. 3 for 2018 – Ordinance No. 1272

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

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An Ordinance Relating to Rate Increases for Solid Waste Management in the City of Sweet Home, Oregon and Repealing Sweet Home Ordinance 1261 with an Expediency Clause. (pg. 74-77)

J. Resolutions

K. Reports of Committees:

Administrative & Finance/Property	Goble
Public Safety/Traffic Safety	Briana
Public Works	Mahler
Park and Tree Committee	Trask
Youth Advisory Council	Gourley
Chamber of Commerce	Coleman
Fire District	Trask
Council of Governments	Gerson
Area Commission on Transportation	Briana
Solid Waste Advisory Council	Goble
Ad Hoc Committee on Health (Minutes 08-20-18) (pg. 78-79)	Gourley
Capitol Christmas Tree Committee	Coleman

L. Reports of City Officials:

- a) Mayor's Report
- b) City Manager's Report
- c) Department Director's Reports:
 - i. Finance Director
 - (1) Finance Report – August 2018 (pg. 80-81)
 - ii. Library Services Director
 - iii. Community and Economic Development Director
 - (1) Monthly Report – September 2018 (pg. 82—83)
 - iv. Police Chief
 - v. Public Works Director
 - vi. City Attorney's Report

M. Adjournment

SWEET HOME CITY COUNCIL
SPECIAL MEETING WORK SESSION MINUTES

August 28, 2018

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

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

Staff: Public Works Director Greg Springman, City Manager Ray Towry and Recording Secretary Julie Fisher

Media: None

The purpose of the meeting was for Jacob's Contract Review. Steve Haney of Jacob's (formerly CH2M) presented a Power Point video and presentation to the Council that provided an overview of maintenance and operation of both the Sweet Home Water and Wastewater Treatment Plants. Challenges of both plants were discussed including the recent Cyanotoxin testing requirements.

The meeting adjourned at 6:10 p.m.

The foregoing is a true copy of the proceedings of the City Council at the August 28, 2018 City Council Work Session Meeting.

Mayor

ATTEST:

City Manager Pro Tem – Ex Officio City Recorder

SWEET HOME CITY COUNCIL MEETING MINUTES

August 28, 2018

Mayor Mahler called the meeting to order at 6:31 p.m. in the Sweet Home Police Department. The Pledge of Allegiance was recited.

Staff Present: City Manager Ray Towry, Library Services Director Rose Peda, Finance Director Brandon Neish, City Attorney Robert Snyder, Public Works Director Greg Springman, Police Chief Jeff Lynn and Recording Secretary Julie Fisher.

Visitors Registered to Speak: None

Media: Sean Morgan, The New Era
Alex Paul, Albany Democrat Herald

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

Consent Agenda: **Motion was made to approve the Consent Agenda as submitted. (Trask/Coleman) Motion passed with 7 Ayes, 0 Opposed, 0 Absent**

Items on the consent agenda are as follows:
Approval of Minutes: August 14, 2018 – Regular Meeting

Recognition of Visitors & Hearing of Petition: None

Old Business:

Oregon Jamboree – 2018 Review and Camping Discussion.

City Manager Towry stated that due to an unforeseen circumstance, the discussion on the Oregon Jamboree will have to be moved to the next agenda.

Request for Council Action – New City Hall Bid Authorization.

Sid Scott and Andy Krauss with S|EA introduced example documents to start the City Hall bid process. The bid will be out in one week and open to any general contractor with a paid bond. Subcontractors will be able to submit their bid thru the general contractors. It was explained how the bid will be advertised including locally advertised, construction trade and plan centers. All plan holders (general contractors with a copy of the plans) will be listed at the plan centers. Councilor Trask asked if the Council could request contractors use local suppliers. Sid Scott stated the City could use language to encourage local suppliers and contractors during the pre-bid walk thru.

Motion to Authorize the bidding of the S|EA construction documents for the New City Hall remodel

(Gourley/Coleman). The motion Passed with 7 Ayes and 0 Opposed.

Request for Council Action: Capitol Christmas Tree – Washington D.C. Travel Discussion.

The Council discussed the upcoming Capitol Christmas Tree Events in Washington D.C and City Attorney Robert Snyder provided material from the *State of Oregon Department of Justice, Attorney General's Public Records and Meetings Manual*. City Attorney Snyder stated it was ok for the Council to meet for social gatherings but must avoid discussions about City business or discussion that could lead to information collecting or meeting decisions.

Councilor Gourley stated she considers the event a social gathering, fully intends to go, and paying for her own trip. Councilor Gourley cited her First Amendment Rights and stated she has the same right to attend as any other citizen.

City Manager Towry disagreed with Councilor Gourley's interpretation and was concerned with her intent to attend.

Councilor Trask stated he intends to try to meet with Senator Wyden or Representative DeFazio and was very concerned of the possibility of a quorum of the Council. Mayor Mahler stated he would step back to avoid all issues of a possible quorum and public perception of ethics violations.

Councilor Trask suggested the item be tabled until City Attorney Snyder could clear up Public Meeting Laws.

Motion to designate Mayor Mahler, President Pro Tem Trask and Councilor Susan Coleman as the official Sweet Home representatives for the Capitol Christmas Tree Events in Washington D.C. (Gerson/Briana) the Motion passed with 6 Ayes and 1 Abstain (Gourley – Conflict of Interest).

Reporter Alex Paul clarified Councilor Gourley's intent to attend the Capitol Christmas Tree Events in Washington D.C. and stated the Democrat Herald would file a violation of Oregon Open Meeting Laws.

New Business:

Request for Council Action – Safe Routes to School Grant Application Review

City Engineer Graybill introduced the Request for the Letter of Intent application and to apply for the full 2019 Safe Routes to School Grant Application. It was noted there will be a 20% match instead of the 40% match due to Sweet Home's Title 1 School,s designation. There was discussion on the presented map showing a roundabout and Council's concern over cost and access of emergency vehicles. It was requested staff consider all options including stop signs and traffic lights.

Motion to Approve staff's Letter of Intent and application for the 2019 SRTS Grant (Briana/Coleman). The Motion Passed with 7 Ayes and 0 Opposed.

Request for Council Action – RFP IT Services

Finance Director Neish presented the Request for Proposal for IT Services. Discussion on our current services versus needs and cost associated ensued. FD Neish reported his concern on lack of 24-hour support for the Police Department.

Motion to Approve the Request for Proposal for IT Services (Briana/Trask). The Motion Passed with 7 Ayes and 0 Opposed.

Request for Council Action – Sankey Park CXT Restroom Purchase

City Engineer Graybill introduced the request of Council to approve the purchase of a restroom unit for Sankey Park as part of the Sankey Park Master Plan. There was brief discussion on where the unit would be placed.

Motion to Approve the Purchase of CXT Denali Unit Restroom (Trask/Goble).

Roll Call Vote:

Councilor Briana	Aye
Councilor Coleman	Aye
Councilor Gerson	Aye
Councilor Goble	Aye
Councilor Gourley	Aye
Mayor Mahler	Aye
Councilor Trask	Aye

Introduction, First and Second Reading of Ordinance Bills:

Introduction:

Request for Council Action – Ordinance Bill No. 3 for 2018 – An Ordinance Relating to Rate Increases for Solid Waste Management in the City of Sweet Home, Oregon and Repealing Sweet Home Ordinance Bill No. 1261 with an Expediency Clause.

Motion to move Ordinance Bill. No 3 for 2018 – An Ordinance Relating to Rate Increases for Solid Waste Management in the City of Sweet Home, Oregon and Repealing Sweet Home Ordinance Bill No. 1261 with an Expediency Clause to First Reading (Gourley/Gerson) Motion passes with 7 Ayes and 0 Opposed.

Brian White with Sweet Home Sanitation explained the garbage rates subsidize other services, so the increase is spread across all lines of services.

First Reading:

Request for Council Action – Ordinance Bill No. 3 for 2018 – An Ordinance Relating to Rate Increases for Solid Waste Management in the City of Sweet Home, Oregon and Repealing Sweet Home Ordinance Bill No. 1261 with an Expediency Clause.

City Attorney Robert Snyder read in its entirety Ordinance Bill No. 3 for 2018 – An Ordinance Relating to Rate Increases for Solid Waste Management in the City of Sweet Home, Oregon and Repealing Sweet Home Ordinance Bill No. 1261 with an Expediency Clause.

Motion to move Ordinance Bill. No 3 for 2018 – An Ordinance Relating to Rate Increases for Solid Waste Management in the City of Sweet Home, Oregon and Repealing Sweet Home Ordinance Bill No. 1261 with an Expediency Clause. to Second Reading Immediately. (Gerson/Coleman) The Motion Passed with 7 Ayes and 0 Opposed.

Second Reading:

Ordinance Bill No. 3 for 2018 – An Ordinance Relating to Rate Increases for Solid Waste Management in the City of Sweet Home, Oregon and Repealing Sweet Home Ordinance Bill No. 1261 with an Expediency Clause.

City Attorney read by title only Ordinance Bill No. 3 for 2018 – An Ordinance Relating to Rate Increases for Solid Waste Management in the City of Sweet Home, Oregon and Repealing Sweet Home Ordinance Bill No. 1261 with an Expediency Clause.

Motion to move Ordinance Bill No. 3 for 2018 – An Ordinance Relating to Rate Increases for Solid Waste Management in the City of Sweet Home, Oregon and Repealing Sweet Home Ordinance Bill No. 1261 with an Expediency Clause to Third and Final Reading on September 11, 2018. (Gerson/Coleman). Motion Passed with 7 Ayes and 0 Opposed.

Third and Final Reading of Ordinance Bills:

Request for Council Action – Ordinance Bill No. 4 for 2018 – Sweet Home Ordinance Pertaining to Council Rules and Amending SHMC Chapter 2.04 Titled City Council.

City Attorney read by Title Only Ordinance Bill No. 4 for 2018 – Ordinance No. 1271 – Sweet Home Ordinance Pertaining to Council Rules and Amending SHMC Chapter 2.04 Titled City Council.

Motion to Approve Ordinance Bill No. 4 for 2017, Ordinance Bill No. 1271 – An Ordinance Pertaining to Council Rules and Amending SHMC Chapter 2.04 Titled City Council (Coleman/Gerson)

Roll Call Vote:

Councilor Coleman	Aye
Councilor Gerson	Aye
Councilor Goble	Aye
Councilor Gourley	Aye
Mayor Mahler	Aye
Councilor Trask	Aye
Councilor Briana	Aye

Resolutions:

Resolution No. 14 for 2018 – A Resolution Adopting the Rules of the City Council.

City Attorney Snyder read by Title Only Resolution No. 14 for 2018, A Resolution Adopting the Rules of the City Council ante the City Council Rules as attached.

Motion to Approve Resolution No. 14 for 2018, A Resolution Adopting the Rules of the City Council (Gerson/Trask). Motion passed with 7 Ayes and 0 Opposed.

Committee Reports:

Administration & Finance/ Property Committee	None
Public/Traffic Safety	None
Public Works	None

City Boards/Committees:

Chamber of Commerce	None
Fire District	Councilor Trask reported on the high fire danger and cautioned residents while mowing.
Park & Tree Commission	Councilor Trask reported new restrooms will be coming to Sankey Park.
Y.A.C.	Councilor Gourley referred to YAC member Josie Hewitt. Josie Hewitt introduced herself as the youngest member of the YAC. She presented a video of the YAC Leadership Summit.
Ad Hoc Committee Community Healthcare	Councilor Gourley announced participation from the public was down during the Community Health Fair event and estimated to be 300-350 people.
Capitol Christmas Tree	Councilor Coleman reported the next meeting will be Tuesday at 10am at the Chamber of Commerce.

Regional Boards/Committees:

Area Commission on Transportation (ACT)	None
COG	None
Solid Waste Advisory Council (SWAC)	None

Mayor's Report
Mayor Mahler reminded the Council of the Work Session on Thursday, August 30th at 5:30pm and noted that Councilor Briana and Councilor Coleman would be absent.

City Manager's Report
City Manager Towry also reminded the Council of the Work Session on Thursday, August 30th for tablet training.
As an item of housekeeping, City Manager Towry reported that during the previous Council meeting, Councilor Briana had requested financial information from Sweet Home Sanitation. Councilor Briana has since recanted that request.
There is a public meeting with DEQ & OHA on September 27, 2018 at 5:30pm at the Jim Riggs Community Center regarding the water issue around the former Willamette property. City Manager Towry noted formaldehyde was not found in the well water tests.
City Manager Towry announced he will be out of the office on Friday.

Department Directors Reports:

Finance Director	Finance Director Neish reported presented a Budget Calendar for the 2019-2020 Budget.
Library Director	Library Services Director Peda presented the July Happenings at the Sweet Home Library and reported the Summer Reading

Program is nearing an end. There have been over 100 children at each event.

LSD Peda invited everyone to Adam Miller on September 6, 2018 at 6:30pm at the Library.

LSD Peda also reported patrons have been using the Lynda.com

Community and Economic
Development Director

City Manager Towry reported on the CEIP progress and stated the group has made good policy suggestions.

Police Chief

Chief Lynn provided statistics including those from the recent Jamboree weekend.

September 22, 2018 will be the first Sweet Home Canine Jamboree which is a fundraiser for the Sweet Home K9 Program. The Jamboree will be held at the Sweet Home Outdoor Event Center.

Public Works

Public Works Director Springman announced a Leaf Collection Program will be starting on October 1, 2018.

City Attorney

None

Adjournment:

With no further business the meeting adjourned at 8:35 PM.

The foregoing is a true copy of the proceedings of the City Council at the August 28, 2018 regular City Council Meeting.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

SWEET HOME CITY COUNCIL
SPECIAL MEETING WORK SESSION MINUTES

August 30, 2018

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

Roll Call:	Councilor Briana	AB	Councilor Gourley	P
	Councilor Coleman	AB	Mayor Mahler	P
	Councilor Gerson	P	Councilor Trask	P (5:42 pm)
	Councilor Goble	AB		

Staff: Finance Director Brandon Neish, City Manager Ray Towry and Recording Secretary Julie Fisher

Media: None

The purpose of the meeting was for Council training on their tablet devices. Andrew Gauger from Cascade Computer Systems trained the Council on use of the computers.

The meeting adjourned at 6:45 p.m.

The foregoing is a true copy of the proceedings of the City Council at the August 30, 2018 City Council Work Session Meeting.

Mayor

ATTEST:

City Manager Pro Tem – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: September 11, 2018	TITLE: Police Vehicle Lease	TYPE OF ACTION: — RESOLUTION — MOTION <u>X</u> OTHER
SUBMITTED BY: J. Lynn, Chief	ATTACHMENTS: Lease 2840	
REVIEWED BY: R. Towry, City Manager		

PURPOSE OF THIS MEMO:

For Council to approve the proposed Municipal Lease Agreement with Auto Leasing Specialists, LLC, to acquire a budgeted patrol vehicle – 2018 Ford Interceptor SUV.

BACKGROUND/CONTEXT:

The Sweet Home Police Department has maintained a patrol vehicle fleet that includes seven (7) marked patrol cars (4 – Patrol; 2 – Sgts; 1 – SRO). The Department will be transitioning to six (6) marked patrol vehicles. SHPD last replaced a patrol vehicle in 2017. Prior to that, the Department replaced three patrol vehicles in 2013.

Historically, SHPD had practiced regular replacement of a patrol vehicle on a yearly basis. Because of multiple vehicle losses in a short time frame in 2013 we were forced to replace three vehicles which forced us to a more aggressive vehicle replacement schedule. Recently we had moved to the leasing option rather than purchasing to accommodate the need for the new vehicles. The lease is for three years and at the end of the third year, the vehicle is then purchased for \$1. Below is a list of the current patrol vehicles that includes the year and mileage associated with them.

Each patrol vehicle typically adds between 18,000 and 23,000 miles on per year.

<u>ID#/Year/Model</u>	<u>Mileage</u>	<u>Use</u>
55 2010 CVP	121277	SGT
56 2010 CVP	93356	SGT
58 2012 Charger	123192	PATROL
59 2013 Charger	113100	PATROL
60 2013 Charger	131811	PATROL
62 2017 Interceptor	21612	PATROL
63 2017 Interceptor	24925	PATROL

Through a recent needs assessment, the Department will be able to downsize our patrol fleet. The intent is to remove and surplus units 60 and 55 in the near future.

THE CHALLENGE/PROBLEM:

How does SHPD maintain a modern, reliable patrol fleet that allows the department to meet the needs of our community?

ISSUES & FINACIAL IMPACTS:

1. Police Department – In the recently adopted 2018/19budget \$39,500 was placed in the budget for vehicle leases. That amount was intended to cover the lease payment on

three patrol vehicles. Currently we have one patrol vehicle (#63) that is under lease. This RCA is associated with the second proposed lease.

OPTIONS:

1. Do Nothing. Do not authorize SHPD to enter into the lease agreement.
2. Authorize SHPD to enter into the proposed Lease Agreement Number 2840 with Leasing Specialist, LLC, to acquire a new patrol vehicle.
3. Determine another funding mechanism for the replacement of a patrol vehicle.

RECOMMENDATION:

Staff recommends option #2, Motion to Authorize SHPD to enter into the proposed Lease Agreement Number 2840 with Leasing Specialists, LLC, to acquire a new patrol vehicle.

MUNICIPAL LEASE AND OPTION AGREEMENT

LESSOR: Leasing Specialists, LLC 2502 Marston Heights Colorado Springs, CO 80920 (719)439-8907	Send all documents to: Leasing Specialists, LLC 17526 O Street Omaha, NE 68135 (402)315-3792	Agreement No.: 2840 Date: August 21, 2018
LESSEE: City of Sweet Home, OR 1140 12th Ave. Sweet Home, OR 97386 Phone: 541-367-5181 Fax: 541-367-5235	VENDOR: See Exhibit B Phone: Fax:	
NOTE: This is an Interest Income tax-exempt transaction. No TIN/SSN must be provided because none of the payments are IRS reportable (such as Form 1099). (See Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, and the Instructions for Forms 1099, 8038-G, and 8038-GC.)		
EQUIPMENT DESCRIPTION (make, model, serial no., and attachments – Equipment is new unless noted)		
One (1) 2018 Ford Interceptor SUV as more thoroughly described in Exhibit "A" to the Agreement		
Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed and which refers to this Agreement.		
Lessor assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Lessee. VENDOR IS NOT AN AGENT OF LESSOR and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Lessor of assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Lessor or assignee.		
Equipment Location. Complete only if Equipment will not be located at Renter's address shown above.		
Address	City	State Zip
EQUIPMENT COST – TERM – PAYMENTS		
LEASE TERM	3 Annual payments (includes interest, see Section 5.02).	
PAYMENTS	\$14,439.00 upon acceptance and \$14,439.00 Annual thereafter as provided in the Payment Schedule.	
TOTAL AMOUNT FINANCED	\$40,758.36 - Includes no sales tax, all additional taxes will be the sole responsibility of Lessee.	
PURCHASE OPTION AMOUNT	Purchase Option is \$1.00 after timely making all payments.	

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE FOLLOWING PAGES, WHICH TERMS ARE MADE A PART HEREOF.

TERMS AND CONDITIONS

Lessor hereby leases the equipment to Lessee for the following purposes and upon the following terms and conditions:

ARTICLE I: COVENANTS OF LESSEE.

- Lessee represents, covenants and warrants, for the benefit of Lessor and its assignee(s), as follows:
- A. Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State as set forth above ("State") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
 - B. Lessee has been duly authorized to execute, deliver and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. If requested, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form acceptable to Lessor certifying that all requirements of state law or municipal code or ordinance have been complied with.
 - C. During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
 - D. During the period this Agreement is in force, Lessee will annually provide Lessor or its assignee(s) with proof of appropriation of funds in the current budget for the lease payments and other obligations of Lessee under this Agreement (or a copy of the complete budget if so requested by Lessor or its assignees), and proof of appropriation for the ensuing fiscal year when such appropriation has been approved by the Lessee's governing body. Lessee further agrees to make its best effort to budget for and have appropriated for each budget and/or appropriation cycle, sufficient funds to make the Lease Purchase Payments throughout the entire Lease Term.
 - E. The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term plus any Renewal Terms.
 - F. The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become a fixture under applicable law.
 - G. This Agreement, and all of its Amendments and Addendums, including the Detailed Equipment Description, supersedes and replaces any and all representations or warranties made by Lessor or Vendor prior to execution of the Agreement.
 - H. The Equipment described above is NOT BEING LEASED ON ANY TYPE OR FORM OF A TRIAL OR RENTAL BASIS.
 - I. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of Lease Purchase Payments from gross income for the purposes of U.S. federal income taxation.
 - J. Lessee will use the proceeds of this Agreement as soon as practicable, and with all reasonable dispatch, for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.
 - K. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3) (B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Agreement (the "issuance Year") is not reasonably expected to exceed \$10,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000.00 of qualified tax-exempt obligations (including this Agreement, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected. (Omit and initial this paragraph if it is not applicable.)
 - L. Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers, this Agreement is not a private activity bond as defined in Section 141 of the Code, as amended, 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued, by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000.00 of tax-exempt bonds (including this Agreement, but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected. (Omit and initial this paragraph if it is not applicable.)
 - M. Lessee represents and warrants that it will at no time during the Lease Term or thereafter exercise or attempt to exercise the power of eminent domain with respect to the Equipment. The Lessee's rights to acquire title to the Equipment free of the obligations of this Agreement are defined solely in this Agreement.

ARTICLE II: DEFINITIONS.

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Agreement**” means this Municipal Lease and Option Agreement.

“**Lease Term**” means the Original Term defined in Article III hereof and a sufficient number of automatic renewal Term as will equal the Lease Term set forth on the face of this Agreement.

“**Lessor**” means (i) the entity designated on the face of this Agreement as Lessor hereunder, (ii) any surviving, resulting or transferee corporation and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

“**Buy-out After Payment Amount**” means the amount of the payments for the balance of the entire Lease Term (assuming no early termination for non-appropriation or other cause) plus the Purchase Option Amount shown above, if any, discounted to the date of payment at the rate equal to the rate paid on United States Treasury obligations having a similar term as of the date of original acceptance of the Equipment by the Lessee, plus payment of any amounts due hereunder but not yet paid, together with interest on such overdue amounts at ten percent (10%) per annum through the date of payment.

“**Renewal Term(s)**” means the automatic renewal periods of this Agreement, each having a duration of one (1) year co-terminus with Lessee’s fiscal year except that last of such periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Lease Purchase Payments shall be as provided in the attached Payment Schedule.

“**Vendor**” means the Vendor identified on page 1 of this Agreement and the manufacturers of any of the Equipment as well as the agents or dealers of the manufacturers from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III: COMMENCEMENT OF LEASE TERM.

The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance (“Commencement Date”) and shall terminate the last day of Lessee’s current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessee exercises an Early Option to Purchase under Article X or Section 5.05 applies. If Lessee fails to accept the Equipment conforming to Lessee’s purchase order within a reasonable time after its delivery (not to exceed ten (10) days,) then at the option of Lessor, the obligations of Lessor to provide Equipment to Lessee hereunder may be cancelled and in such event Lessee shall assume all of Lessor’s obligations under any purchase order or purchase agreement with the Vendor related to the Equipment in lieu of its obligation to make Lease Purchase Payments. Further, in such case, Lessee agrees to indemnify and hold Lessor harmless from any claims, including demand for payment of the purchase price of the Equipment.

ARTICLE IV: INSPECTION.

Lessor and any assignee of Lessor’s right under this Agreement shall have the right at all reasonable times and upon reasonable notice during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V: LEASE PURCHASE PAYMENTS.

Section 5.01 Lease Purchase Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Purchase Payments hereunder shall constitute a current expense of Lease and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 5.02 Payment of Lease Purchase Payments. Lessee shall pay Lease Purchase Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Lease Purchase Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and principal component of each Payment during the Lease Term.

Section 5.03 Lease Purchase Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payments of Lease Purchase Payments and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be “net” of personal property and sales taxes and insurance. Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Lessee and Lessor, any Vendor or any other person, nor shall Lessee have the right to assert any set-off, reduction or deduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.

Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to renew this Agreement through all of the Renewal Terms and to pay all the Lease Purchase Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Lease Purchase Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawful within its power to obtain and maintain funds from which Lease Purchase Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual, or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 5.05 Non-appropriation. In the event sufficient funds shall not be appropriated for the payment of the Lease Purchase Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make payment of the Lease Purchase Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver to Lessee notice of non-appropriation, rejection of reviews, and rejection of appeals within five (5) business days after each such event. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee’s cost and expense, to peaceably deliver the Equipment to Lessor at the location specified by Lessor that is a reasonable distance from the initial location of the leased Equipment.

Section 5.06 Late Payment Charge. If any Lease Purchase Payment is not made when due or within 10 days after its due date, Lessee shall pay an additional late payment charge of 5% Of the amount of the late payment.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01 Title to the Equipment. During the term of this Agreement, risk of loss and title to the Equipment and any and all additional, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor’s request, surrender possession of the Equipment to Lessor.

Section 6.02 Security Interest. To secure the payment of all Lessee’s obligations under this Agreement, Lessee grants Lessor a first priority purchase money security interest in the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds there from. Lessee agrees to execute and authorize Lessor to execute and file on Lessee’s behalf, such additional documents, including a UCC-1 financing statement in the form required for filing, and such other financing statements, certificates of title, affidavits, notices and similar instruments, satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; AND INSURANCE.

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee’s own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. If appropriate, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for governmental or propriety purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the ownership, use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes payable by Lessor) Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. If such tax is imposed directly on Lessor or its assigns, Lessee shall reimburse the person paying such tax on demand. If Lessee causes or allows events to happen that changes the interest income tax-exempt status of this Agreement, as outlined in Sections 103, 149 and 6041 on the Internal Revenue Code of 1986, as amended, or, assuming the Lessee has designated this Agreement as a “qualified tax-exempt obligation”, if the Lessee exceeds ten million dollars (\$10,000,000.00) in “qualified tax-exempt obligations”, as specified in Section 265(b)(3) (B) of the Internal Revenue Code of 1986, as amended, during the calendar year of commencement of this Agreement so that Lessee does not qualify as a “qualified small issuer” thereunder it will pay the “taxable interest rate” on this Agreement retroactive to its Commencement Date. The “taxable interest rate” is hereby defined as that rate that results in the same after tax yield to the Lessor or to its Assigns, as the tax-exempt rate on this Agreement or the highest rate permitted by law, whichever is less. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Section 7.03 Insurance. At its own expense Lessee shall cause casualty, PUBLIC LIABILITY AND PROPERTY DAMAGE insurance to be carried and maintained, or shall demonstrate to Lessor's satisfaction that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the full replacement value (new) of the Equipment or the then applicable Buy-Out After Payment Amount, whichever is greater, and to protect Lessor from any liability related to the Equipment in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall pay all deductibles and shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insured's, and loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor and its assigns in the event of cancellation or expiration.

ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.

Section 8.01 Damage, Destruction and Condemnation. Lessee is responsible for any theft of destruction of, or damage to, the Equipment, whether insured or not ("Loss"). The proceeds of any insurance claim applicable to the Equipment, after deducting all expenses (including attorney fees) incurred in the collection of such claim or reward ("Net Proceeds"), shall be applied as set forth in Section 8.02.

Section 8.02 Application of Net Proceeds. In the event of a loss to the Equipment which is not deemed to be a total loss, Lessee shall cause the repair, replacement or restoration of the Equipment and pay the cost thereof, and shall apply the net proceeds of any insurance claims on the Equipment to such cost, provided, however, that if Lessee is then in default on the payments due under this Agreement, the net proceeds shall be applied as if total destruction or damage has occurred. In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the Lease Purchase Payment due date next succeeding the date of such loss the amount of the Buy-Out after Payment Amount applicable to such date, plus the Lease Purchase Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Lessee shall retain Net Proceeds in excess of the then applicable Buy-Out after Payment Amount, if any. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to extent of any deficiency.

ARTICLE IX: DISCLAIMER OR WARRANTIES; VENDOR'S WARRANTIES; USE.

Section 9.01 Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE EQUIPMENT OR ANY ITEM THEREOF OR SERVICES PROVIDED FOR IN THIS AGREEMENT, OR ANY SERVICES PROVIDED BY VENDOR. Any transfer of the Equipment to the Lessee shall be made disclaiming all express and implied warranties from Lessor and its assigns.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor and/or manufacturer of the Equipment. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor and/or manufacturer or the Equipment. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor or manufacturer.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving an item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement. Lessee agrees that no more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of the use of the Equipment in any month will be unrelated to use by or for the Lessee. Lessee further agrees that no management contracts will be entered into with respect to the use of the Equipment unless: (a) at least half of the compensation is on a periodic, fixed fee basis; (b) no compensation is based on a share of net profits; (c) the Lessee is able to terminate the contract without penalties at the end of any three years; and (d) the total term of such contract, including any renewals does not exceed five years.

ARTICLE X: EARLY OPTION TO PURCHASE.

Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment at the end of each month, or Payment due date as established by the Commencement Date, for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

Section 11.01 Assignment by Lessor. This Agreement, and the rights to receive the payments to be made hereunder, may be assigned by Lessor and reassigned in whole or in part to one of more assignees at any time subsequent to the execution of this Agreement, without obtaining the consent of Lessee. Lessor agrees to give notice of assignment and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested and provided by Lessor or its assignee in order to protect their interests in the Equipment and in this Agreement. The Lessor's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment is made discloses the name and address of the assignee and (ii) the Lessee receives written notification of the name and address of the assignee. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations proposed or existing from time to time promulgated hereunder. Anything in the foregoing apparently to the contrary notwithstanding, the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement, provided the Lessee receives written notification of the name and address of such collection and paying agent, and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

Section 11.02 No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03 Additional Covenants. Lessee shall protect and hold harmless Lessor from and against any and all liability, claims, demands, losses and damages arising out of or as a result of the entering into of this Agreement, the ownership or use of the Equipment pursuant to this Agreement, or the obligations of Lessee under this Agreement, except such liability, claims, demands, losses and damages caused by Lessor or its assigns. Such liability, claims, demands, losses and damages shall include, without limitation, counsel fees and expenses, penalties and interest, court costs, witness deposition and investigation costs, and any other expenses incurred in defense of any such liability, claims, demands, losses and damages. This obligation of Lessee shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

Section 12.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

- A. Failure by Lessee to pay any Lease Purchase Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than for a period of thirty (30) days after written notice to Lessee, specifying such failure and requesting that it be remedied unless Lessor shall agree in writing to an extension of such time prior to its expiration provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- C. Breach of any material representation or warranty by Lessee under this Agreement; or

- Proof of insurance coverage will be provided to you prior to the time that the Equipment is delivered to us.

CUSTOMER

Date: _____

By: _____ (Authorized Official)
Jeff Lynn – Chief

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentleman:

This confirms and affirms that the Equipment described in this Agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: Patrol.

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is for at least six years. Our source of funds for payments of the rent due under the Agreement for the current fiscal year is: Current/proposed budget.

We expect and anticipate adequate funds to be available for all future Lease Purchase Payments due after the current fiscal year for the following reasons: Budgeted Item

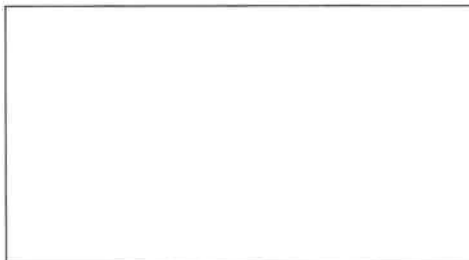
CUSTOMER

Date: _____

By: _____ (Authorized Official)
Jeff Lynn – Chief

<p>ACCEPTED BY:</p> <p><u>LESSOR: Leasing Specialist LLC</u></p> <p>By: _____</p> <p>Name: Edward L. Anderson Title: Owner</p>	<p>Lessee acknowledges reading and receiving a copy of this Agreement. The undersigned affirms that she/he has been duly authorized to execute this Agreement on behalf of the above-named Lessee. Depending on the jurisdiction, this may be the highest elected official.</p> <p>LESSEE: City of Sweet Home, OR</p> <p>Signature: _____</p> <p>Name: <u>Jeff Lynn</u> _____</p> <p>Title: <u>Chief</u> _____</p> <p>Date: _____</p> <p>Attested By: _____</p> <p>Name and Title of Attestee: _____</p>
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SEAL/NOTARY



LEASING SPECIALISTS, LLC

402-315-3792

Municipal Lease Program

Number: 2840

Lessee: City of Sweet Home, OR

Vendor: See Exhibit B

Equipment: One (1) 2018 Ford Interceptor SUV as more thoroughly described in Exhibit A to this Agreement.

* If an early buy-out is desired, please contact Auto Leasing Specialists, LLC at 402-315-3792

Accepted by: _____

Printed Name: _____ Jeff Lynn _____

Title: _____ Chief _____

Date Accepted: _____

Payment Schedule

Payment #	Date	Payment	Interest	Principal
1	9/19/2018	\$14,439.00	0.00	\$14,439.00
2	9/19/2019	\$14,439.00	\$1,688.27	\$12,750.73
3	9/19/2020	\$14,439.00	\$870.37	\$13,568.63

ACCEPTANCE CERTIFICATE

Madam/Sir:

In accordance with the terms of the **Municipal Lease and Option Agreement No. 2840**
Dated August 21, 2018, ("Agreement") between Leasing Specialists, LLC ("Lessor"), and the
undersigned ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Agreement, is new and has been delivered and installed at the Equipment Location specified in the Agreement and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. On the date of acceptance Lessee has no reason to believe that Lessor is in default under the Agreement in any material respect as to any term of the Agreement.

***General Equipment Description:**

One (1) 2018 Ford Interceptor SUV, 1FM5K8AR7JGC44440

These vehicles are more thoroughly described in Exhibit A to this Agreement.

***LESSEE: City of Sweet Home, OR**

Signature: _____
(Actual User of Equipment at Equipment location)

Title: _____

Attested by: _____
(Vendor Witness)

Title: _____

ACTUAL EQUIPMENT ACCEPTANCE DATE: _____

**INCUMBENCY CERTIFICATE
MUNICIPAL LEASE AND OPTION AGREEMENT NO. 2840
LEASING SPECIALISTS, LLC ("LESSOR")
CITY OF SWEET HOME, OR ("LESSEE")
DATED: AUGUST 21, 2018**

I, Penny Leland, City Secretary/Clerk

for the City of Sweet Home, OR, hereby certify that:

Signature of Authorized Signer

Jeff Lynn

Chief

of the City of Sweet Home, OR, has been, is, and, until further notice, continues to be duly authorized to execute any and all documents related to the Municipal Lease and Option Agreement No. 2840, for Equipment described therein and that the signature shown is his or her signature.

LESSEE: City of Sweet Home, OR

Signature:

Date:

Printed: Penny Leland Title: City Secretary/Clerk

MINUTES

Please replace this page with a **certified copy** of the **resolution** or **minutes** of the Lessee approving this transaction and indicate on the minutes where the vehicle was approved by the council.

THIS IS A SAMPLE OF THE INFORMATION REQUIRED ON YOUR PURCHASE ORDER AND IS NOT TO BE USE AS AN ACTUAL DOCUMENT. PLEASE PUT ON YOUR LETTERHEAD.

PURCHASE ORDER

DATE: August 21, 2018

PURCHASE ORDER NO. _____

AGENCY ISSUING PURCHASE ORDER:

CUSTOMER
ADDRESS
CITY STATE ZIP
PHONE

TO: See Exhibit B

SHIP

TO: CUSTOMER
ADDRESS
CITY STATE ZIP
Attn:

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	TOTAL PRICE
1	1	Lease No. 2840 Equipment Description: One (1) 2018 Ford Interceptor SUV Serial No.: 1FM5K8AR7JGC44440 Vehicle description more thoroughly described in Exhibit "A" to the Agreement.	Lessee shall make <u>3</u> payments consisting of <u>\$14,439.00</u> with 1 advance payment due upon acceptance of equipment, and the balance in <u>2</u> Annual payments in the amount of <u>\$14,439.00</u> each

APPROVING SIGNATURE

(Director of Purchasing)

(Authorized Personnel)

NEED SPECIAL BILLING INSTRUCTIONS

Leasing Specialists, LLC
17526 O Street
Omaha, NE 68135
Phone: (402) 315-3792 Fax: (800) 918-5689

TO: Accounts Payable
City of Sweet Home, OR
1140 12th Ave.
Sweet Home, OR 97386

INVOICE FOR PAYMENT

Date of Invoice: August 21, 2018

Lease Number: 2840

Purchase Order Number:

Equipment Description: One (1) 2018 Ford Interceptor SUV as more thoroughly described in Exhibit A to this Agreement.

Amount Due: \$14,839.00 (\$14,439.00 First Payment + \$400.00 Documentation Fee)

Make check for \$14,439.00 payable to American Bank & Trust
Make check for \$400.00 payable to Leasing Specialists, LLC

When Payment is Due: UPON ACCEPTANCE OF EQUIPMENT

Send documents and checks to:

Leasing Specialists LLC
17526 O Street
Omaha, NE 68135

Should you have any questions regarding this invoice, please call us at (402) 315-3792.

MUNICIPAL CERTIFICATE

Municipal Lease and Options Agreement, Agreement Number 2840

Leasing Specialists, LLC ("OWNER")

City of Sweet Home, OR ("LESSEE")

Dated: August 21, 2018

I, the undersigned, the duly appointed, qualifying and acting Clerk or Secretary of the
aforementioned Lessee, do hereby certify:

1. Lessee did at a regular or special meeting of the governing body of the Lessee held on _____, 2018 by motion duly made seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Municipal Rental Lease Agreement (the "Agreement") on its behalf by the following named representative of the Lessee:

(OFFICIAL WHO WILL SIGN THE AGREEMENT)

Jeff Lynn
(Printed Name)

Chief
(Official Title)

(Signature)

2. A true, correct and complete copy of the minutes of the governing body is attached hereto.
3. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.
5. All insurance required by the Agreement is currently maintained by the Lessee.
6. Lessee has in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement) and such funds have not been expended for other purposes.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of the Lessee the day and year above written.

SEAL/NOTARY

(Clerk's or Secretary's signature)

Penny Leland-City Secretary/Clerk
(Printed name and title)

Date _____

Note: This letter should be retyped on the letterhead of the Attorney

Opinion of Counsel

Leasing Specialists, LLC
2502 Marston Heights
Colorado Springs, CO 80920

Dear Sir or Madam:

I have acted as counsel to the city of Sweet Home, OR (the "Lessee") with respect to the Municipal Lease and Option Agreement #2840 dated August 21, 2018 (the "Agreement"), by and between Leasing Specialists, LLC (the "Lessor") and the Lessee for the lease of certain equipment specified therein. After review of the Agreement and appropriate public documents of the Lessee, I am of the opinion that:

1. The Lessee is an existing and validly constituted political subdivision of the State of OR (the "State"), invested with the power to levy taxes, to appropriate tax revenues for payment of lease obligations, and to exercise police powers, or the Lessee is an agency of the State invested by the governing authority of the State with the power to spend tax revenues of the State for the purposes set forth in the Agreement.
2. The Agreement has been duly authorized, executed and delivered by the Lessee in accordance with all substantive and procedural statutes of the State and ordinances of the Lessee.
3. Jeff Lynn, as Chief of the Lessee, has been invested by the governing authority of the Lessee with the authority and approval to execute the Agreement.
4. To the Best of my knowledge, at this time there is no proceeding pending or threatened in any court or before any government authority or arbitration board or tribunal the outcome of which could adversely affect the transactions set forth in the Agreement or the security interest of the Lessor or its assigns, as the case may be, in the Equipment.

Counsel for the Lessee

Please contact **(402)-315-3792** with any questions or concerns. All documents should be sent to **Leasing Specialists, LLC, 17526 O Street, Omaha, NE 68135.**

CERTIFICATE OF INSURANCE

Please replace this page with the Lessee's Certificate of Insurance concerning the equipment that is the subject of this transaction.

Please list as the Certificate Holder, Loss Payee and Additional Insured on the certificate:

**American Bank & Trust
PO BOX 838
Huron, SD 57350-0838**

The Loss Payee and Additional Insured should be listed in the description box along with the vehicle description, VIN's (One (1) 2018 Ford Interceptor SUV, 1FM5K8AR7JGC44440) and deductibles.

**Please replace this page with the Lessee's
Financial Statements.**

1. 2 Year Audited Financials (2016 + 2017)

Please send both Income and Expenses

If your financials are listed on a website
you can send us the web address in
place of the paperwork.

2. Adopted Budget (2018)



Leasing Specialists, LLC

Cell: 719-439-8907
Office: 503-485-0990
Fax: 800-918-3761

Ed Anderson, President
2502 Marston Heights
Colorado Springs, CO 80920

Email: ed@govleasing.com
Email: ed@autoadditions.com
Email: Shannon@govleasing.com

Ship all documents to: Leasing Specialists, LLC, 17526 O Street, Omaha, NE 68135

Date: August 21, 2018

Lease Number: 2840

Dear Chief Lynn:

NOTICE OF ASSIGNMENT

Re: Tax-Exempt Lease Purchase Agreement dated August 21, 2018 between Leasing Specialists, LLC. and the City of Sweet Home, OR.

Please be advised that Auto Leasing Specialists, LLC. has assigned all of his rights, title and interest in, to and under the above-referenced agreement, the equipment purchased thereunder, and the right to receive payments to **American Bank & Trust.**

All payments due under the Agreement, beginning with the **first** payment, should be made to the Assignee at the following address:

**American Bank & Trust
PO BOX 838
Huron, SD 57350-0838**

Please acknowledge the Assignment and your agreement to make payments due under the Agreement to the Assignee by the signature of a duly authorized officer in the space provided on the bottom of this letter and return it to the address shown above.

Sincerely,

Edward L Anderson
Owner

ACKNOWLEDGED

Signature: _____
Jeff Lynn

Title: _____ Chief _____

Date: _____

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE LEASE AND OPTION AGREEMENT NO. 2840
LEASING SPECIALISTS, LLC (“LESSOR”)
CITY OF SWEET HOME, OR (“LESSEE”)**

The parties to the Agreement identified above have agreed to the following additions, deletions and/or modifications. To the extent that the provisions of this Amendment conflict with, modify, or supplement the terms of the Agreement, the provisions contained in this Amendment shall prevail and control. The other terms and provisions of the Agreement shall continue to be affective. This Amendment shall be a part of the Agreement and is hereby incorporated therein.

The description of the Equipment in the Agreement is amended and restated to include the following specifically described equipment for One (1) 2018 Ford Interceptor SUV, 1FM5K8AR7JGC44440:

Item	Description	Qty
Vehicle Transfers	2018 Ford Interceptor Utility Install customer provided: - VHF Radio	
Ch27.1.7	2018 Ford Interceptor Utility - Ingot Silver in Color (UX) - 18D, 18W, 43D, 51Y, 53M, 55F, 61S, 66A, 68G, 76R, 87R, 92R	1
MPFISUVGB	ELECTRICAL 911 Circuits power distribution panel. 27 circuits, single stage timer, 7 foot. SPECIFY MOUNTING BRACKET	1
WWSS-002	911 Circuits mounting bracket for the Ford Utility SUV. Mounts in glove box.	1
KBLB Liberty 2 #1	SPEAKER Wire Works siren speaker and universal bracket. 100 watt	1
MBFX11JJ	FORWARD FACING LIGHTS Whelen Liberty II light bar. 50" or 55" bar with small 3 LED takedowns and single color	1
IONR	Whelen LED mirror beams for the 2013+ Ford Interceptor Utility. R/B-R/B	1
IONB	Whelen ION Series Super-LED Light Red	1
	Whelen ION Series Super-LED Light Blue	1
IONR	REAR FACING LIGHTS Whelen ION Series Super-LED Light Red	2
IONB	Whelen ION Series Super-LED Light Blue	2
IONGROM	Whelen ION series light head flush mount grommet kit.	2

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE LEASE AND OPTION AGREEMENT NO. 2840
LEASING SPECIALISTS, LLC (“LESSOR”)
CITY OF SWEET HOME, OR (“LESSEE”)**

Item	Description	Qty
VTX609B	Whelen Vertex Super LED lighthouse. Blue. (reverse light housing)	2
WWLP-006	SPOT LIGHT Wire Works PAR-46 Replacement LED 8° Spotlight Lighthouse	1
LARNMOKHFU...	ANTENNAS Larsen high frequency coax. RG58/U Dual Shield cable. 25 foot length. No connector.	1
EMFLX-M10008-...	EM Wave wide band quarter wave antenna. 144-174 mhz	1
425-6478	OFFICER AREA Jotto Desk Ford Police Interceptor Utility (2016+) Police Equipment Console - Contour	1
425-3704	Jotto Desk ABS Dual Cup Holder Faceplate Mount	1
425-5071	Jotto Desk 3 outlet cig power box.	1
425-6411	Jotto Desk arm rest. Adjustable from 11" to 14.5". Gusset design for strength.	1
295SLSA6	Whelen full feature siren and lighting controller. Includes 1- 3 position slide switch and 6 programmable push buttons, park kill input, back lighting input, horn ring feature and selectable siren tones.	1
425-6096	Jotto Desk 4" faceplate for the Whelen 295HFSA5, 295HFSA6, 295HFS4, MPC01, 295SLSA6	1
425-6051	2" Blank face plate.	1
425-6053	3" Blank face plate.	1
MMSU-1	Magnetic Mic single unit kit.	2
WPKM1	Whelen park kill module.	1

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE LEASE AND OPTION AGREEMENT NO. 2840
LEASING SPECIALISTS, LLC (“LESSOR”)
CITY OF SWEET HOME, OR (“LESSEE”)**

Item	Description	Qty
475-0849	WEAPONS MOUNT Patriot Products Dual Weapon Vertical Mount with handcuff style locks. New style mount with independently adjustable locks.	1
3SC0CDCR	PRISONER AREA Whelen 3" white LED dome light.	1
FE4502RB	Laguna rear prisoner seat/partition with the Ready Buckle system. Fits 2013+ Ford Interceptor SUV with metal mesh rear window.	1
475-0304	Patriot Products Space Creator Partition for the 2013+ Ford Interceptor SUV. High Security/ High Visibility window option	1
475-0789	Patriot lower extension panels for Space Creator cage for the Ford Interceptor SUV.	1
475-0309	Patriot Products window bars for the 2013+ Ford Interceptor SUV .	1
WWPP-001	Door handle covers for Ford Interceptor SUV	2
3SC0CDCR	CARGO AREA Whelen 3" white LED dome light.	1
6402	Round rocker switch. Non-lighted.	1
Labor	Labor required to complete the build of a vehicle	42
Shop Supplies	Shop supplies to complete job. Includes zip ties, connectors, loom, etc.	1
Freight out	Freight to customer.	1

LESSOR: Leasing Specialists, LLC

By: _____ Date: _____
Edward L Anderson - Owner

LESSEE: City of Sweet Home, OR

By: _____ Date: _____
Authorized Signature

Printed Name: Jeff Lynn Title: Chief

“EXHIBIT B”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE LEASE AND OPTION AGREEMENT NO. 2840
LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF SWEET HOME, OR (“LESSEE”)**

The parties to the Agreement identified above have agreed to the following additions, deletions and/or modifications. To the extent that the provisions of this Amendment conflict with, modify, or supplement the terms of the Agreement, the provisions contained in this Amendment shall prevail and control. The other terms and provisions of the Agreement shall continue to be affective. This Amendment shall be a part of the Agreement and is hereby incorporated therein.

One (1) 2018 Ford Interceptor SUV with VIN : 1FM5K8D87JGC76713:

1. Wire Works, Inc (Equipment)
4775 Portland Rd. NE
Salem, OR 97305
2. Landmark Ford Lincoln (Vehicles)
12000 SW 66th Ave
Tigard, OR 97223

LESSOR: Leasing Specialists, LLC

By: _____ Date: _____
Edward L. Anderson, Owner

LESSEE: City of Sweet Home, OR
(for): Sweet Home Police Department

By: _____ Date: _____
Authorized Signature

Printed Name: Jeff Lynn Title: Chief

Lease No.: 2840
Lessee: City of Sweet Home, OR

LESSEE'S INSTRUCTIONS
Required For Municipal Lease and Option Transactions

In order to complete the Lease transaction described above, the Lessee must complete, sign, and return each of the documents identified (marked or highlighted) and must attach each of the documents identified as documents to be provided by Lessee. Lessee must INITIAL ANY CHANGE, ADDITION, OR DELETION in any of the documents. Documents not marked are not required for this transaction.

DOCUMENTS PROVIDED BY LESSOR (MARKED WITH A X OR THAT HAVE BEEN HIGHLIGHTED) THAT MUST BE COMPLETED, SIGNED, AND RETURNED BY LESSEE:

- MUNICIPAL LEASE AND OPTION AGREEMENT: Needs to be signed by duly authorized employee of Lessee and MUST be attested to by Lessee's Clerk, Board Secretary or similar function with appropriate seal applied, or may be notarized.
- PAYMENT SCHEDULE: This is a schedule of payments due dates and amounts. PLEASE SIGN.
- EXHIBIT "A" and EXHIBIT "B": This shows a detailed list of the equipment being purchased.
- ACCEPTANCE CERTIFICATE and INSTRUCTIONS: To be signed by highest ranking official at Equipment location and attested to by the person signing the Agreement for Lessee. Date when Equipment is accepted must be inserted by Lessee.
- INCUMBENCY CERTIFICATE: Certificate identifying the person signing the Agreement for Lessee and verifying that person's authority to be the signer of Agreement and any other documents to be executed in connection therewith.
- DEPARTMENT OF TREASURY: ☐ IRS Form 8038-GC or ☐ IRS Form 8038-G is required to qualify this Agreement as a tax-exempt transaction. Requires Federal ID (9 digit number with NO LETTERS). This is not a Tax Exempt number.
- UCC-1: Filed with Secretary of State of Lessee's state and perfects Lessor's security interest in the Equipment.

DOCUMENTS THAT MUST BE PROVIDED BY LESSEE:

- MINUTES: Shows the necessary approval from (City, State, County, Tribal Council, Etc.) of the transaction and to encumber funds.
- PURCHASE ORDER: Issued by Lessor. (Sample Purchase Order enclosed) MUST be written by Lessee, specifying total term of the Agreement (e.g., such as 36 months at \$126.00).
- ADVANCE PAYMENT: Invoice enclosed. Please forward, please make payable to Lessor.
- MUNICIPAL CERTIFICATE WITH INSTRUCTIONS: Verifies the decision and authority to enter into this Agreement. Please be sure that the person signing the Municipal Lease and Option Agreement also signs ONLY in section 1 of the Certificate and NOT at the bottom. (PLEASE ENCLOSE A COPY OF MINUTES APPROVING AGREEMENT.)
- LEGAL OPINION: Simplified Opinion of Counsel. Retype onto the letterhead stationery of the Lessee's attorney. Have the attorney sign and date.
- INSURANCE CERTIFICATE: Per Sec. 7.03 of the Agreement, please provide Certificate of Insurance, or letter evidencing self-insurance, naming **BANK HOLDING LOAN** as ADDITIONAL INSURED AND LOSS PAYEE.
- FINANCIAL STATEMENTS: Per Art. I(D) of Agreement, please provide last two (2) years of Balance Sheets and Profit & Loss Sheets
- Notice of Assignment

Upon execution of these documents, please make copies for your records and forward all of the ORIGINALS to:

Leasing Specialists, LLC
Attn: Shannon Schomberg, 17526 O Street, Omaha, NE 68135



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: September 11, 2018	TITLE: FY 2018 Elm St Water Service Reconnection Project	TYPE OF ACTION: ____ RESOLUTION <input checked="" type="checkbox"/> MOTION ____ OTHER
SUBMITTED BY: T. Rice, Engineer Tech. G. Springman, PW Director	ATTACHMENTS: Area Map Project Plans Project Contract Document	
REVIEWED BY: R. Towry, City Manager		

PURPOSE OF THIS RCA:

Staff is requesting approval to place the FY 2018 Elm St. Water Service Reconnection Project plans out to public bidding for construction, pursuant to ORS and local bidding policy.

BACKGROUND/CONTEXT:

The City has a number of older small diameter waterlines that are increasingly failing due to age with either small constant leaks, or pipe line breaks. We have an active Capital Improvement Plan to evaluate all lines, and a program to replace them over time as funding allows. We attempt to make annual progress to reduce the low flow and pressures faced by the residents on small line segments, and preserve the City's water production for its intended use.

As part of our Leak Maintenance Repair (LMR) Program, engineering staff has identified approximately 2800 ft of 2" waterline on Elm St, Fir St, and 17th Ave with 24 service reconnections and two new pipe connections as the next priority segment that needs to be completed for appropriate leak reduction, water system flow, pressures and fire protection uses.

These streets have redundant water mains including the original 2" main installed in the 1940's which is in poor condition with a history of leaks, and relatively newer 4" and 6" mains installed in the 1960's through 1980's which are in fair condition with no leak repair history. The water services were not switched over to the newer mains at the time the new mains were installed, and have continued to be supplied by the leaky 2" main. This project will reconnect water services from the 2" main to the larger 4" and 6" mains, and abandon the 2" main, eliminating a substantial section of leaky pipe without requiring main replacement. This project will also connect existing mains which cross each other at Elm St at the South Hills Trail, and connect an existing dead end main on Fir St to the main in the South Hills Trail, which will improve system flow, pressures, and fire protection.

Construction Specifications for this project will be per Oregon Standard Specifications for Construction (as revised), American Public Works Association (APWA), the American Water Works Association (AWWA), and the Oregon DHS Health Division Drinking Water Program standards.

Detailed plans and bidding requirements have been prepared and are ready to advertise inviting interested and qualified bidders. Contractors submit sealed bids with a bid closing date of October 10, 2018 and work tentatively scheduled to begin in November 2018. Selection of a contractor and timely contract document processing will allow the construction to proceed over the fall & winter months with an estimated January 31 completion date.

THE CHALLENGE/PROBLEM:

How do we address the aging, leaking infrastructure in the water delivery system which is inefficient and costly to maintain?

STAKEHOLDERS:

- Citizens: City of Sweet Home residents and water system users will be better served with improved system pressures and flows. Likewise, a more efficient system helps lower production costs.
- Staff: Eliminating a large section of leaky pipe will reduce staff time spent on leak repairs.

ISSUES & FINANCIAL IMPACTS:

1. Waterline replacement projects are allocated within the Water Depreciation Capital Fund section of the adopted Operating Budget. Funds are received from transfers from the Water Operating Fund.
2. The engineer's estimate for the project is \$204,000. By proceeding with bidding the construction documents will provide an accurate measure of the cost of the project.

ELEMENTS OF A STABLE SOLUTION:

A decision by the Council to allow solicitation of bids per ORS and local bidding policies.

OPTIONS:

1. Do Nothing. Not selecting a contractor would cause the project to come to a stop.
2. Authorize the bidding of the construction documents of the FY 2018 Elm St Water Service Reconnection Project. Bidding the project through the City website, local media, and the Daily Journal of Commerce, will provide the broadest possible reach for potential bidders.

RECOMMENDATION:

Staff recommends Council approve a motion for option #2: Motion to authorize the bidding of the construction documents for the FY 2018 Elm St Water Service Reconnection Project.

Upon acceptance of a contract by the Council, recommended option will require the contractor to begin the project within ten (10) business days of November 5, 2018 and fulfill the scope of the project timely by no later than January 31, 2019.

CONTRACT DOCUMENT

FOR CONSTRUCTION OF

**CITY OF SWEET HOME
LMR Program
FY 2018 Elm St Water Service Reconnection Project**

Department of Public Works, Engineering Division
1140 12th Avenue
Phone 541.367.6977 • Fax 541.367.6440

September 5th , 2018

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INSTRUCTIONS TO BIDDERS

Sealed bids for the **FY2018 Elm Street Water Service Reconnection Project** will be received on behalf of the City of Sweet Home by Greg Springman at 1140 12th Avenue, Sweet Home, OR 97386 until bid closing time of **2:00 PM local time on Wednesday March 21, 2018**. Bids will be held but not opened until 4:00 PM (the submittal deadline for the “First-Tier Subcontractor Disclosure Form”). The outside of the Bid envelopes shall be clearly marked **FY2018 Elm Street Water Service Reconnection Project** and show (1) the Bidder’s name, (2) the Bid Opening time and date and (3) the Bidders CCB license number, and shall be delivered to the City of Sweet Home by or before the above listed bid closing time.

The City will require that for projects greater than \$100,000, the “First-Tier Subcontractor Disclosure Form” as contained in the bidding documents, be submitted with the bid documents in a separate sealed envelope by the Bid Closing or within two working hours of the Bid Closing, not later than **4:00 PM local time Wednesday March 21, 2018**. The envelope shall be clearly marked “**Disclosure Form for FY2018 Elm Street Water Service Reconnection Project**”, and shall include (1) Bidders name, and (2) the submittal time and date deadline. Bidders who fail to submit the required disclosure will be considered non-responsive. Immediately following the disclosure deadline, the bids shall be opened and publicly read. **Submittals by Facsimile or Electronic Data Interchange (EDI) will not be accepted.**

Contract specifications, and plan sets – in PDF file format –, may be obtained from the Bids and RFPs menu off the Government tab on the City of Sweet Home website at www.sweethomeor.gov. Questions about the project elements may be directed to Joe Graybill, Staff Engineer, Sweet Home City Hall, 1140 12th Avenue, Sweet Home, Oregon, 97386, contact by phone at 541-367-6977 x240, or email jgraybill@ci.sweet-home.or.us.

Each bidder must possess the most recent/current set of the 2018 Oregon Standard Specifications for Construction (as revised). These are also available online at

http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml

No bid shall be received or considered unless the bidder is registered with the Construction Contractors Board for construction projects or licensed with the Landscape Contractors Board for landscaping projects.

Bidders Checklist: All prospective bidders must include the following:

- Each bid must contain a statement as to whether the Bidder is a resident Bidder, as defined in ORS 279C.365. In determining the lowest responsible bidder, the City of Sweet Home will, for the purpose of awarding the Contract, add a percentage increase on the bid of a nonresident bidder equal to the percentage, if any, of the preference given to that bidder in the state in which the bidder resides.
- All bids shall contain a statement declaring that the Bidder agrees to comply with the provisions of ORS 279C.800 to 279C.870 regarding payment of prevailing wages and the Bureau of Labor and industries fee.
- The project bid document set, with names and corporate information of the bidder, schedule of prices completely filled out, additional addendum items if any; however, project drawings do not need to be included.
- The First-Tier Subcontractor Disclosure Form as noted above.
- Each bid must contain Surety and Bond information.
- A 10% bid bond, certified check, or cashier’s check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Sweet Home within ten (10) days after the date of the Notice of Award.

The City may reject any bid not in compliance with all prescribed public procedures and requirements, and may reject for good cause any and all submittals upon a finding of the City that it is in the best interest to do so, as determined solely by the City.

BID

To the Honorable Mayor and City Council
City of Sweet Home, Oregon 97386

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned Bidder declares that the Contract Documents for the construction of the proposed improvement have been carefully examined; that the site has been personally inspected; that the Bidder is satisfied as to the quantities of materials, items of equipment and conditions or work involved including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and that the bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this bid. The bidder has received and considered the following Addenda to specifications, if any, of revisions and/or additions to the plans;

No. _____ to No. _____, inclusive; Plan Revision Sht. No. _____; Plan Addition Sht. No. _____.

The minimum bid submittal requirement for this project shall include this Bid form and schedule(s) of prices, bid bond as required, first-tier contractor form and all other required attachments. All Contract Documents are included in this Bid by reference, whether attached or not.

The Bidder further declares that the only persons or parties interested in this bid are those named herein: that this bid is in all respects fair and without fraud: that it is made without collusion with any official of the City of Sweet Home, and that the bid is made without any connection or collusion with any person making another bid on this Contract.

The Bidder further declares that the provisions required by the Oregon Revised Statutes ORS 279C.800 relating to Prevailing Wage Rates shall be included in and made a part of the Contract. The Bidder further declares that all applicable sections relating to Public Contracts as set forth in ORS 279A to 279C have been complied with in making this bid, and, as required, shall be made a part of the Contract Documents as completely as if the same were fully set forth herein.

The Bidder further declares that they are registered, or shall become registered if awarded a contract, with the Construction Contractor's Board, and possess such additional licenses and certifications as required by law for the performance of the Work proposed herein as required by OAR 812.

The Bidder further agrees that its own judgment has been exercised regarding the interpretation of subsurface information and all data, which it believes pertinent from the Engineer, Owner, and other sources in arriving at these conclusions, have been utilized.

CONTRACT EXECUTION, BONDS AND CERTIFICATES OF INSURANCE

The Bidder agrees that if this bid is accepted, a Contract with the City of Sweet Home, Oregon, will be executed within ten (10) days after the date of the Notice of Award, in the form of Contract annexed hereto, and will at that time, deliver to the City of Sweet Home the Performance and Payment Bond required by Subsection 00130.4 of the Oregon Standard Specifications for Construction (as revised), the certificates of insurance as specified in these documents, and will, to the extent of this bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials necessary to complete the work in the manner, in the time, and according to the methods as specified or shown in the Contract Documents.

It is the intent of the City of Sweet Home to award the Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds available. The City of Sweet Home shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the City of Sweet Home's judgment, is in the City of Sweet Home's own best interest. In submitting this Bid, it is understood that the City of Sweet Home reserves the right to accept or reject in part or in whole, any and all bids received, to adjust the scope of the work within reasonable limits, to postpone award for a reasonable time, or award to the selected firm or contractor any subsequent engineering design and construction services contract, part or in whole, for recommended capital projects as allowed by law. The RFB does not commit the City of Sweet Home to pay any costs incurred to prepare a bid.

BIDDING, CONSTRUCTION, AND COMPLETION DATES

Sealed bids will be received at the City of Sweet Home Public Works Department at 1140 12th Avenue until
2:00pm on October 10, 2018. *(Time & Date)*

with 1st Tier Subcontractor Disclosure Forms until
4:00pm on October 10, 2018. *(Time & Date)*

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed issued on or near;
November 5, 2018 *(Date)*

and, to complete the construction, in all respects by;
January 31, 2019 *(Date)*

Completion schedule – if not defined to certain date above – shall be set per #s of days as follows:
na *(Days)*

Calendar days that inclement weather or adverse site conditions preclude normal construction activities shall be considered exempt.

RETAINAGE

To ensure the proper performance of the Contract, the City shall retain five (5%) of the amount of each progress payment until final completion and acceptance of all work covered by this contract.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time stated above or extended time agreed upon, as more particularly set forth in the Contract Documents, liquidated damages, if required as specified in the Special Provisions I portion of this contract documents, shall be paid to the City of Sweet Home, Oregon, as provided under Subsection 00180.85 of the Oregon Standard Specifications.

BID BOND

Accompanying this bid is a certified check, cashier's check or Bidder's Bond in the sum of

Dollars & Cents (\$ _____), (10% of total contract price)
according to the General Requirements of the Contract Documents which is to be forfeited as liquidated damages, if, in the event that this bid is accepted, and the Bidder shall fail to execute the Contract and furnish satisfactory Performance and Payment Bond under the conditions and within the time specified in the Contract Documents; otherwise said check or bond is to be returned to the Bidder.

SURETY

If the Bidder is awarded a construction Contract on this bid, the Surety which will provide the Performance and Payment Bond will be:

_____ *(Name)*
_____ *(Address)*
_____ *(City, State)*

LUMP SUM OR UNIT PRICE WORK, MANNER of PAYMENT

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In the case of a discrepancy, the amount shown in words shall govern.

The name of the Bidder submitting this bid is:

The above Bidder's name and address is the address to which all communications concerned with this bid and with the Contract shall be sent.

In accordance with ORS 279C.365, Bidder hereby declares that it (circle correct designation) **is / is not** a resident Bidder. If the bidder is non-resident, indicate _____ % preference of your state resident bidders.

In accordance with ORS 279C.800 to 279C.870, Bidder hereby declares that it complies with provisions for labor, materials, Industrial Accident Fund, liens, withholding taxes, and employee drug testing.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals, are as follows:

If Sole Proprietor of Partnership: IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____, 20____.

If Corporation: IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

Secretary (*Mandatory Signature*)

(SEAL)

CONTRACT

THIS CONTRACT, made between the CITY OF SWEET HOME, a municipal corporation, hereinafter called "Owner" and _____, hereinafter called "Contractor".

WITNESSETH:

The Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work herein described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the applicable Oregon Standard Specifications for Construction, the Special Specifications bound herewith, and in accordance with such alterations or modifications of the same as may be made by the City, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

The applicable Drawings, the applicable Oregon Standard Specifications for Construction, the Special Specifications, and the Schedule of Contract Prices bound herewith are hereby specifically referred to and by reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully inserted herein.

The Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular, shall promptly, as due, make payment of all just debts and obligations incurred in the performance of said Contract and shall not permit any lien or claim to be filed or prosecuted against the City.

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

The Contractor agrees to protect, indemnify, and hold harmless the Owner, its officers, agents, and employees harmless against any and all loss, claims, or suits (including costs and attorney's fees) for or on account of injury to or death of persons, damage to, or destruction of property belonging to either the Owner or others occurring by reason of the act or neglect of the Contractor, Contractor's employees, or agents (including subcontractors) in connection with the performance of this Contract.

It is expressly understood that this Contract shall be governed by the laws of the State of Oregon. The statutes of the State of Oregon for public works contracts, specifically but not exclusively ORS 279C, as amended or superseded, including the latest additions and revisions, are incorporated by reference as part of the contract documents, and the party contracting with the Owner hereby covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279C as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, the party contracting with the Owner further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C as though each obligation or condition were set forth fully herein.

The Contractor further declares by the signing of this Contract that all the provisions required by ORS 279A to 279C relating to Public Contracts, Purchasing, and Prevailing Wage Rates for work performed under the Contract with the Owner are made part of this Contract as completely as if the same were fully set forth herein.

In consideration of the faithful performance of all of the obligations herein set out and in consideration of the faithful performance of this Contract, the Owner agrees to pay to the Contractor the amount earned, as determined from the actual quantities of work performed and prices and other basis of payment specified, taking into consideration any amounts that may be deductible, under the terms of the Contract.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said proposal.

Said improvements shall be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is

FY2018 Elm Street Water Service Reconnection Project

not completed within the time extended, the City will be caused to incur liquidated damages as specified in the Contract Documents. Liquidated damages shall be retained out of any monies due or to become due under this agreement.

Payments shall be made as provided in the Contract Documents.

Should suit or action be undertaken to enforce any of the terms of this agreement or to seek damages for its breach, the prevailing party shall be entitled to an award of its reasonable attorney fees, including those incurred on appeal.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, the Contract and affixed their respective official seals.

CONTRACTOR:

OWNER:

CITY OF SWEET HOME, OREGON:

APPROVED AS TO FORM:

City Attorney

DATE: _____

DATE: _____

By: _____

By: _____

Public Works Director

Title: _____

By: _____

City Manager

By: _____

Title: _____

(Note: Signatures of two officers are required for a corporation.)

Corporation Tax No. (if incorporated)

Social Security No. (if individual)

BID BOND

DATE. _____

BOND NO. _____.

AMOUNT OF BID: _____ (\$).

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as Principal, hereinafter called the PRINCIPAL, and

(Name of Surety)

a corporation duly organized under the laws of the State of _____ having its principal place of business at _____, in the State of _____, and authorized to do business in the State of Oregon, as SURETY, hereinafter called the Surety, are held firmly and bound unto the City of Sweet Home, Oregon, as Obligee, hereinafter called the OBLIGEE, in the sum of

_____ Dollars & Cents (\$ _____), (10% of total contract price)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for _____, said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contracts Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or on the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

A certified copy of the agent's power-of-attorney must be attached hereto.

Signed and sealed this _____ day of _____, 20____

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

DATE. _____

BOND NO. _____

TOTAL BID AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as CONTRACTOR (Principal), and

(Name of Surety)

a corporation, duly organized to do a general surety business in the State of Oregon as SURETY, jointly and severally, bind ourselves, our heirs, executors, administrators, successors, and assigns firmly in the sum of

Dollars & Cents (\$ _____), (total contract price)

to the Owner for the payment of labor, materials, and equipment furnished for the use in the performance of the Contract, which is incorporated herein by reference. The Contractor and Surety, jointly and severally, agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments, hereto, upon amendment to the Contract not increasing the Contract Price more than twenty five percent (25%). The term "amendment wherever used in this Bond, and whether referring to this Bond, the Contract, or the loan documents, shall include any alteration, extension, or modification of any character whatsoever.

With respect to the Owner, this obligation shall be null and void if the Contractor: 1) promptly makes payment, directly or indirectly, for all sums due Claimants, and 2) defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract.

With respect to Claimants, this obligation shall be null and void if the contractor promptly makes payment, directly or indirectly, for all sums due.

A Claimant is defined as persons claiming to have supplied labor or materials, for the prosecution of the work provided for in the Construction Contract, including any person having a direct contractual relationship with the Contractor furnishing the Bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming monies due to the State Accident Insurance Fund Corporation, State Department of Unemployment Trust Fund, or the Department of Revenue, in connection with the performance of the Construction contract, has a right of action on the Contractor's Board as provided in ORS 279C.380 only if: 1) the person or the assignee of the person has not been paid in full; and 2) the person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and the Secretary of State, in the Construction Contract with a state agency, or the clerk or auditor if the public body is other than a state agency.

The intent of this Bond shall be to include without limitation, the terms 'labor, materials or equipment, that part of water, gas, power, light, heat, oil. Gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of the Contractor, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

The Contractor and Surety hereby jointly and severally agree with the Owner that every Claimant, who has not paid in full before the expiration of a period of one hundred twenty (120) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, for which claim is made, may have a right of action on this Bond. The Owner shall not be liable for the payment of any costs or

expenses including attorneys' fees which the Owner may incur in connection with its defense of any such right of action.

No suit or action shall be commenced on this Bond by any Claimant: 1) Unless claimant shall have given written notice to the Contractor and the Secretary of State, if the Contractor with a state agency, or the clerk or auditor of the public body which let the Contract if the public body is other than a state agency, within one hundred twenty (120) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, or hand delivered in an envelope addressed to the Contractor, and such other entity who is to receive notice, at any place where that party maintains an office, conducts business, or at its residence, or delivered to that location. 2) After the expiration of two (2) years from the date on which the Claimant last performed labor, materials or equipment. Any limitation embodied in this Bond, which is prohibited by any law controlling the project, shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by law.

When the Claimant has satisfied the conditions of the above, the Surety shall promptly and at the Surety's expense take the following actions: 1) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amount that are undisputed and the basis for challenging any amount that are disputed. 2) pay or arrange for payment of any undisputed amounts.

The Surety's total obligation shall not exceed the amount of the bond and any amendment thereto as outlined above, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

Amounts owed by the Owner to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

The Surety shall not be liable to the Owner, Claimants or others for obligation of the contractor that are unrelated to the Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, otherwise have obligations to Claimants under this Bond.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and to other obligations.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

Definitions: 1) Construction Contract; The agreement between the Owner and the Contractor identified on the signature page, including all contract Documents and changes thereto.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____, 20_____.

(Corporate Seal)

Principal

Title:

Street/City Address

(Corporate Seal)

Surety

Title:

Street/City Address

(Corporate Seal)

Surety Witness:

Title:

Street/City Address

City of Sweet Home, 1140 12th Avenue, Sweet Home OR 97386

(Owner)

FY 2018 Elm Street Water Service Reconnection Project

(Project)

None

(Bond Modifications)

PERFORMANCE BOND

DATE. _____

BOND NO. _____

TOTAL BID AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as CONTRACTOR (Principal), and

(Name of Surety)

a corporation, duly organized to do a general surety business in the State of Oregon as SURETY, jointly and severally, bind ourselves, our heirs, executors, administrators, successors, and assigns firmly in the sum of

Dollars & Cents (\$ _____), (total contract price)

to the Owner for the performance of the Construction Contract and any extension thereof, and during the twelve (12) month guaranty period which contract, extension and guaranty are incorporated herein by reference.

If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in the following paragraph.

If there is no Owner Default, the Surety's obligation under this Bond shall arise after: 1) The Owner has notified the Contractor and the Surety at its address described on the signature page herein, that the Owner is considering declaring the contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held no later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and 2) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in the above paragraph; and 3) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the construction contract in accordance with the terms of the contract with the Owner.

When the Owner has satisfied the conditions of the above paragraph, the Surety shall promptly and at the Surety's expense take one of the following actions: 1) Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or 2) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, which agents or independent contractors shall be acceptable to the Owner; or Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in the following paragraph in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or 4) Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances: 4a) After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or 4b) Deny liability in whole or in part and notify the Owner citing reasons therefore.

If the Surety does not proceed as provided in the above paragraph with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to

enforce any remedy available to the Owner. If the Surety proceeds as provided in the above paragraph, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under the second above paragraph, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for: 1) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract; 2) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under the second above paragraph; and 3) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted with two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

The Surety shall not be liable to the Owner or others for obligation of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and to other obligations.

Notice to the Surety, the Owner or the Contractor shall be mailed by certified or registered mail or delivered to the address shown on the signature page.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Definitions: 1) Balance of the Contract Price; The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

2) Construction Contract; The agreement between the Owner and the Contractor identified on the signature page, including all contract Documents and changes thereto.

3) Contractor Default; Failure of the contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction contract.

4); Owner Default; Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction contract or to perform and complete or comply with the other terms thereof.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____, 20_____.

(Corporate Seal)

Principal

Title:

Street/City Address

(Corporate Seal)

Surety

Title:

Street/City Address

(Corporate Seal)

Surety Witness:

Title:

Street/City Address

City of Sweet Home, 1140 12th Avenue, Sweet Home OR 97386

(Owner)

FY 2018 Elm Street Water Service Reconnection Project

(Project)

None

(Bond Modifications)

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: FY2018 Elm Street Water Service Reconnection Project

Bid Closing Date & Time: Wednesday October 10, 2018, 2:00 PM.

Bid Open Time: Wednesday October 10, 2018, 4:00 PM.

Disclosure Due Date & Time: Wednesday October 10, 2018, 4:00 PM.

Bid total greater than \$100,000? _____ (Yes / No, if No, subcontractor information is not required).

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the accompanying form.

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000, see ORS 279C.370. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000 whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing:

- The name of each subcontractor, and
- The category of work to be performed, and
- The dollar value of the subcontract.

Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370 and its amendments is a matter of Responsiveness. Bids that are submitted by the Bid Closing Time, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

Subcontractor's Name	Category of Work	Dollar Value of Subcontract

Use additional sheets of this page if necessary.

Submitted by: _____ (Bidder & Contact Name), _____ (Phone #).

BID FORM

BID ITEM NO.	ITEM DESCRIPTION WITH BID UNIT PRICE	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT
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Bid Schedule A: Elm St; 14 th Ave to Mountain View Road.					
1.	Mobilization, Bonds, Cleanup, Staking, Traffic & Erosion Control.	L.S.	1	LUMP SUM	\$
2.	1" AWWA C904 PEX Meter Services - Long Side (30').	Ea.	26	\$	\$
3.	Reconnect Services from Elm St to Fir St on Private Side (75').	Ea.	2	\$	\$
4.	Excavation	C.Y.	173	\$	\$
5.	Backfill 3/4" CrRk	C.Y.	130	\$	\$
6.	Backfill Topsoil	C.Y.	4	\$	\$
7.	Sawcut ACP Roadway & Conc. Driveways.	Ln.Ft.	1664	\$	\$
8.	Level 2, 1/2" ACP Mixture, Trench Surface.	Ton	34	\$	\$
	Bid Schedule Project Cost, Schedule A.				\$

Bid Schedule B: 17 th Ave; Cedar St to Elm St.					
9.	1" AWWA C904 PE Meter Service – Extended Length (Avg 88').	Ea.	4	\$	\$
10.	Excavation	C.Y.	78	\$	\$
11.	Backfill 3/4" CrRk	C.Y.	59	\$	\$
12.	Backfill Topsoil	C.Y.	20	\$	\$
13.	Sawcut ACP Roadway & Conc. Driveway - 17 th Ave.	Ln.Ft.	550	\$	\$
14.	Level 2, 1/2" ACP Mixture, Trench Surface & Driveway - 17 th Ave.	Ton	14	\$	\$
15.	Driveway Concrete – 17 th Ave.	Sq.Ft.	60	\$	\$
	Bid Schedule Project Cost, Schedule B.				\$

Bid Schedule C: Waterline Connection #1, Elm St at 16 th Ave.					
16.	Connection #1: 10" & 6" Waterline Crossing Connection at Elm-16 th .	L.S.	1	LUMP SUM	
17.	10" CL 52 D.I. Water.	L.F.	6	\$	\$
18.	6" CL 52 D.I. Water.	L.F.	14	\$	\$
19.	Excavation	C.Y.	10	\$	\$
20.	Backfill 3/4" CrRk	C.Y.	7	\$	\$
21.	Sawcut ACP Roadway.	Ln.Ft.	65	\$	\$
22.	Level 2, 1/2" ACP Mixture, Trench Surface.	Ton	2	\$	\$
	Bid Schedule Project Cost, Schedule C.				\$

Bid Schedule D: Waterline Connection #2, Fir St at 16 th Ave.					
25.	Connection #2: 4" Waterline Crossing Connection at Fir St.	L.S.	1	LUMP SUM	
26.	4" CL 52 D.I. Water.	L.F.	192	\$	\$
27.	Excavation	C.Y.	44	\$	\$
28.	Backfill 3/4" CrRk	C.Y.	29	\$	\$
29.	Backfill Topsoil	C.Y.	13	\$	\$
30.	Sawcut ACP Roadway.	Ln.Ft.	275	\$	\$
31.	Level 2, 1/2" ACP Mixture, Trench Surface.	Ton	7	\$	\$
	Bid Schedule Project Cost, Schedule D.				\$

Bid Schedules.		
	Total Bid Project Cost, Schedule A & B & C & D.	\$

SPECIAL PROVISIONS I
GENERAL REQUIREMENTS AND INFORMATION

The 2018 Oregon Standard Specifications for Construction (as revised), American Public Works Association (APWA) and American Water Works Association (AWWA) Standard Specifications, and ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), etc. as applicable, are the Construction Specifications for this project. Other sections of the Oregon Standard Specifications may also apply and their omission as a direct reference herein does not relieve the Contractor from those standards. The cost of other items not specifically called for in the bid will be considered incidental to the Project and no additional payments will be made.

The General Requirements and Information references, as provided in the Special Provisions I are general in nature, those descriptions and references in the Technical Specification portion of the Special Provision II section are related more specifically to the particulars of the Project.

NOTE: All codes, standards, workmanship, material testing, general items, products, execution, special provisions, measurement and payments etc., are well documented in the Specifications noted above, and are NOT repeated here, but are included herein in whole or in part as reference and shall be applicable.

DESCRIPTION NARRATIVE OF WORK

This project involves existing meters located on older 2" waterlines which are to be relocated to adjacent 6" or 4" waterlines in the same street. There are also two distribution system ties to make with existing waterlines to provide better network isolation and neighborhood flows.

Schedule A work is the reconstruction of 26 replacement water service lines using 1" C904 PEX pipe with new meters, meter boxes, and yard valves. There are two services on Fir St between 17th Ave and 18th Ave that have meters located on Elm St. These two meter locations are to be abandoned from Elm St, and relocated to existing Fir St meter boxes and service lines, with accompany private side water pipe re-connection work. Approximately 34 tons of 4" thick Level 2 , 1/2" ACP for service line trench repaving.

Schedule B work is the reconstruction of 4 water meter services on 17th Ave. between Cedar St. and Elm St. Two will tie into the Cedar St waterline, one from the Elm St waterline, and one from the Dogwood St waterline. Placement of 4" thick, Level 2 , 1/2" ACP for paving of the service trenches and street taps is needed. One driveway is concrete, and will be replaced with 6" thick 3600 psi concrete.

Schedule C work is the construction of Connection #1 at the bend of Elm St between 14th Ave and 16th Ave. The 10 Steel line that runs North & South passes over – or under – the 6" line on Elm St running East & West, they do not connect. A fully valved cross will be installed, along with 4 valves controlling all legs of the crossing. Placement of 4" thick, Level 2 , 1/2" ACP for paving of excavation location.

Schedule D work is the construction of Connection #2 at the west end of Fir St south of Elm St adjacent to Sankey Park. The proposed 4" line will run from the end of the existing 4" pipeline, to 16th Ave, and under the old railroad grade westward tying into an existing 10" Steel water main at an existing older valve location. The older valve is to be removed, and new replaced. Placement of 4" thick, Level 2 , 1/2" ACP for paving of mainline and service trenches in Fir St. A drainage swale flows north on the alignment so erosion control for sediment runoff is needed, as Ames Creek is located downslope from this location.

TIME AND PLACE OF RECEIVING BIDS

Sealed bids will be received at the City of Sweet Home Public Works Department at 1140 12th Avenue, Sweet Home, Oregon, at which time as noted in the bid documents, the sealed bids will be publicly opened and read. Bids submitted after the specified time will not be received or opened. Bids will be received on Wednesdays or Thursdays as specified until 2:00pm, Disclosure Forms until 4:00pm, and all publicly opened and read at 4:00pm.

The City of Sweet Home reserves the right to accept the bids and award a contract to the lowest responsible bidder; to postpone the acceptance of the Bid and the award of the contract for a period not to exceed thirty (30) calendar day; or to reject any and all bids received and further advertise the project for bids. The City of Sweet Home may

reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City that it is in the public interest to do so.

The City of Sweet Home reserves the right to accept all, or any component in part, any Bid Schedule (e.g. A, B,...) grouped bid items, or individual bid items as noted in the specifications.

CONSTRUCTION SCHEDULE

The work, as described in these Plans and Specifications, is to begin no earlier than that approved by City Council and noted in the Notice to Proceed. Following the Award of Contract, and prior to issuance of the Notice to Proceed, a Pre-Construction meeting will be held, at which the Contractor shall submit a written Work Schedule, Traffic Control Schedule, Erosion Control Plan, or other documents to the Engineer. The Work Schedule shall specify the project work days to be utilized within the allowable completion time. Failure to complete the work within the completion time prescribed shall be considered cause for assessing liquidated damages, as set forth in Paragraph "LIQUIDATED DAMAGES" of these Special Provisions.

TYPE OF BID

The Bid for the work is to be submitted on a unit price basis as called for in the Bid. The estimate of quantities of work to be done as tabulated in the Bid, and although stated with as much accuracy as possible, is approximate only, and is assumed solely for the convenience of the Contractor while assembling the Bid.

BASIS OF AWARD

Award, if made, will be to a responsible bidder with the lowest bid for the combination of schedules (if applicable) as stated above which is determined by the City to be in the City's best interest to award.

PERMITS

The contractor shall be responsible for acquiring any permits necessary for the completion of the work, i.e. fill & grade, water & wastewater plumbing, stormwater, or building construction on private property.

INCIDENTAL ITEMS

It is the intent of these documents that the bid items listed in the Bid shall provide full and complete payment for this project, as described in the Plan and Specifications. Payment for any incidental items, whether noted on the Plans and Specifications or not, which are necessary for the completion of the project as designed, but not listed explicitly as or with a bid item, shall be considered to have been included with the Bid.

PREQUALIFICATION

Prequalification is not required for this project.

When they occur if stated in the Instructions to Bidders, statements on standard ODOT or AGC Form 40 forms must be received Sweet Home Public on the date stated. Prequalification shall state the bidder's experience in handling work of this type and magnitude, availability of equipment and supervisory personnel, giving references on previous similar projects, etc. Bids that are submitted by Contractors that have not prequalified will be considered non-responsive, and the bid will not be opened. Faxed Prequalification statements will not be accepted.

UTILITIES

The utilities shown on the Plans are located to the best degree possible from the information available, but are not guaranteed to be either accurate or complete. The existence of existing utility conflicts, not indicated on the Plans, shall not be the basis of extra work claims except that the cost of extra materials actually required to perform the work, and incorporated into the work, may be submitted for reimbursement in accordance with the General Conditions. The decision of the Engineer, as to the validity of such claims, shall be final. IN ACCORDANCE WITH ORS 757.542 TO 757.562 inclusive, it shall be the responsibility of the Contractor to notify all utility companies and organizations of his intention to begin construction. The Contractor alone shall be responsible for protecting all utilities and replacing utilities damaged by the Contractor during construction.

LIMITATION / SUBMISSION REQUIREMENTS

The City of Sweet Home reserves the right to:

- Accept or reject any or all bids received as a result of the RFB,
- Negotiate with qualified Bidders, as allowed by law.
- Cancel any RFB, in part or in whole, if it is determined to be in the best interest of the City to do so,
- Award to the selected firm or contractor any subsequent engineering design and construction services contract, part or in whole, for recommended capital projects,
- The RFB does not commit the City of Sweet Home to pay any costs incurred to prepare a bid.

BASIS OF AWARD

Award, if made, will be to a lowest responsible bidder (as defined by O.R.S.) for any combination of schedules as stated above which is determined by the City to be in the City's best interest to award.

CONSTRUCTION SCHEDULE

The construction schedule, as approved by the Engineer, will be an integral part of the Contract and will establish interim contract completion dates for the various activities. "Day" used throughout the Contract, unless otherwise stated, means "calendar day". Should any activity not be completed within five (5) days after the stated scheduled date, the Engineer shall have the right to order the Contractor to expedite completion of the activity by whatever means the Engineer deems appropriate and necessary without additional compensation to the Contractor.

It is expressly understood, and agreed, that failure by the Engineer to exercise the option to either order the Contractor to expedite an activity, or to expedite the activity by other means, shall not be considered precedent setting for any other activities.

SAFETY REQUIREMENTS

The Contractor shall have the sole responsibility for complying with the requirements of the Oregon Occupational Safety and Health Code, particularly Division 3, OAR 437-003, "Construction". Failure of the Contractor to comply with specific requirements shall be the Contractor's liability. No liability for safety violations will be assumed by the Engineer, City, or other involved parties. The Contractor shall comply with all Federal, State, County and City regulations.

PROTECTION OF FACILITIES

The Contractor shall make provisions for protection of all work during the period of construction, and shall repair or replace any facilities damaged by flood, fire, vandalism, neglect, or other means prior to acceptance of the completed facility by the Owner.

INSPECTION/ENGINEER

The term Inspector, Engineer, or the authorized representative of the Owner, for the purposes of approving materials and workmanship, shall be the City of Sweet Home.

SPECIFICATIONS

The Contractor shall perform all work in conformance with the construction drawings, special provisions and in compliance with the Oregon Standard Specifications for Construction (as revised) as if said specifications were bound herewith, or as they may be modified by the Special Provisions herein.

PROJECT WARRANTY

In addition to other specific warranties required by these Specifications, all work, including material and workmanship supplied by the Contractor shall be warranted to be free of defect for one (1) year from the date the written Final Acceptance by the City of Sweet Home. The Contractor also agrees to hold the City harmless from

claims of any kind arising from damage due to said defects. The Contractor shall make all repairs, and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the Work, and the Contractor and his surety shall be liable for the cost thereof.

TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

This shall include all temporary protection and direction of traffic per Oregon Standard Specifications for Construction, ODOT specifications, and as shown on the drawings or as stated herein. Traffic Control shall be per current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Traffic control devices which are expected to be in place for the duration of the project may be shown on the drawings. The Contractor shall provide such other traffic control devices as may be required at locations where construction is of short duration (i.e., street intersections and access to private property).

Adequate warning protection will be required for pedestrians, residents, and any material stored in a staging area in the right-of-way, or roadway. Night time protection with lighted barricades may be required. Emergency vehicles must have access or have access provided when needed.

A traffic control plan shall be submitted to the Engineer for review and approval. Following approval, the plan SHALL BE ADHERED TO AT ALL TIMES. The Contractor may find it necessary to consider various traffic control options for different stages of construction. Limited street closure to through traffic will not be allowed on this project. The Contractor must submit and receive approval from the Engineer prior to and modifications to the approved plan. If, in the opinion of the Engineer, the Contractor fails to comply with the drawings or the approved traffic control plan, or fails to protect the public safety, in addition to other penalties as described in the Standard Construction Specification, payment for this item shall be reduced at the discretion of the Engineer.

The Contractor shall furnish the Engineer with the name and phone number of a responsible person with authority to ensure that the provisions of the plan are complied with, particularly with regard to 24 hour availability to provide a one (1) hour response to problems, the Contractor shall, at all times, protect access to private property.

Access for all residents must be maintained at all times, provide 48 hour written notice to the residents when specific driveways may be out of use. Maintaining access at all times to adjoining properties shall be incidental to the Contract and no extra payment shall be made for work relating to maintaining access, including temporary rock or asphalt necessary for the convenience and safety of the public.

EROSION CONTROL

As required per DSL, COE, DEQ, and any other National permits. All construction activities shall conform to City NPDES permit and Stormwater Control Best Management Practices.

Erosion control measures shall protect excessive sediment runoff into catchbasins or ditch channels located at or near the work areas. Material deposits in excess must be removed by the contractor. The City of Sweet Home will not provide removal. This will include control of runoff from any areas used for staging when or if the staging area is in a portion of the street right-of-way.

FINAL CLEANUP

Final cleanup of all work sites or staging areas shall remove construction materials, equipment, debris, and dirt or gravel from all surfaces, as well as from catch basins and storm drains, that may have been impacted by construction activities. This may also include periodic street sweeping regularly since there are local residents within the work zone.

LIQUIDATED DAMAGES

Liquidated Damages will not be necessary on this project.

On projects if they were to occur, and would be as noted in the Instructions to Bidders, liquidated damages would be assessed as described in Section 00180.85 of the Oregon Standard Specifications for Construction. Liquidated damages shall apply against the Contractor and accrue to the Owner at the rate of Two Hundred Dollars (\$200) per day per Schedule for each and every day that the project remains uncompleted beyond the time period outlined in the Construction Schedule.

BONDING REQUIREMENTS

A performance bond and payment bond in the amount of 100% of the contract price shall be furnished to the City of Sweet Home upon executing the contract.

A warranty bond for one year is required from the date of the acceptance by the City. The City of Sweet Home shall be named on the bond as the project Owner.

QUALITY CONTROL TESTING

The Owner reserves the right to perform any testing as may be required to determine compliance with the specifications. Costs for such testing shall be the Owner's responsibility unless testing indicates noncompliance. Costs for such testing indicating noncompliance shall be borne by the Contractor. Noncomplying Work shall be corrected and testing will be repeated until the Work complies with the specifications. Contractor shall pay any costs for retesting non-complying Work.

The Contractor shall cooperate in every respect with the activities of the testing agency.

PRE-BID MEETING

A Pre-Bid meeting will not be required on this project.

PRE-CONSTRUCTION MEETING

A Pre-Construction meeting will be required on this project after the bidder award. When they occur as noted in the Instructions to Bidders, the meeting will be located at City Hall, and scheduled to take place anytime within ten (10) working days following the Notice of Award. Weather and or other construction scheduling issues may modify this time frame. The Construction Contract, BOLI WH-39 Form, and the Notice to Proceed will generally be issued at the meeting.

RETAINAGE

To ensure the proper performance of the Contract, the Owner shall retain five (5%) of the amount of each progress payment until final completion and acceptance of all work covered by this contract.

WAGES AND SALARIES

Attention of Contractors is particularly called to the requirements concerning wages to be paid to certain categories and classifications of employees.

DISPOSAL OF EXCESS MATERIAL

All excess trench excavation, existing sidewalk or curb, and other materials designated to be removed under the contract shall be disposed of offsite at the Contractor's expense and in a legal manner. Fill permits, stating Contractor provided quantity, transportation carrier, and fill destination, if within the City Limits, shall be acquired by the City as needed.

PAYMENT

The contractor shall accept the compensation as full payment for furnishing all materials, labor, tools, and equipment necessary to complete the work. Compensation shall include loss or damage arising from the nature of the work or action of the elements, or any unforeseen difficulties, which may be encountered during the prosecution of the work.

The quantities listed in the bid schedule do not govern final payment. Payments to the contractor will be made only for the actual quantities of the work performed and for the quantities of work performed as extra work or under supplemental agreement. When items of work are not listed in the bid schedule, the work shall be considered incidental and no separate payment shall be paid.

If the contract cost is determined wholly or in part, on a lump-sum basis, Engineer may use unit prices bid by Contractor in making progress estimates on the work. In case said unit prices do not, in the opinion of the Engineer, truly represent actual relative costs of different parts of work, a percentage of the unit price may be used in making progress estimates.

END OF GENERAL REQUIREMENTS AND INFORMATION

SPECIAL PROVISIONS II

TECHNICAL SPECIFICATIONS

The 2018 Oregon Standard Specifications for Construction (as revised), American Public Works Association (APWA) and American Water Works Association (AWWA) Standard Specifications, and ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), etc. as applicable, are the Construction Specifications for this project. Other sections of the Oregon Standard Specifications may also apply and their omission as a direct reference herein does not relieve the Contractor from those standards. The cost of other items not specifically called for in the bid will be considered incidental to the Project and no additional payments will be made.

The General Requirements and Information references, as provided in the Special Provisions I are general in nature, those descriptions and references in the Technical Specification portion of the Special Provision II section are related more specifically to the particulars of the Project. The cost of other items not specifically called for in the Bidder's Proposal will be considered incidental to the Project and no additional payments will be made.

NOTE: All codes, standards, workmanship, material type, material testing, general items, products, execution, special provisions, measurement and payments etc. related to the items noted below, are well documented in the Standard Specifications 00100 through 03010 and are NOT repeated here, but are included herein by reference.

All bid items include excavation, earthwork, and aggregate base and finish concrete work. All concrete shall be class 3600psi per Oregon Standard Specifications except as noted for Porous Concrete. All concrete segments shall be minimum of 4" in thickness, with exception of driveway and sidewalk apron areas which shall be 6" or 8" in thickness. Use compacted ¾"- or 1"- base fill under all sidewalk portions. Fill back edges of concrete walks smooth with native material to grade of adjacent yards.

Notification to immediately adjacent corner residents shall be made in writing by the contractor 48 hours in advance of the work. Notification shall state Project Name, Contractor Company Name, contact and phone, City Contact and Phone, the date of the work scheduled and a request to keep parked vehicles out of the corner area. Adequate warning protection will be required for pedestrians, residents, and any material stored in a staging area in the right-of-way, or roadway. Access for all residents must be maintained at all times, provide 48 hour written notice to the residents when specific driveways may be impacted.

Following this section is a map(s) showing the project work site location in Sweet Home.

Schedule A Bid Items.

BID ITEM NO. 1 – Mobilization, Bonds, Cleanup, Staking, Traffic & Erosion Control.

This item shall include all mobilization, administrative documents, and final cleanup within the project area. This will also include periodic street sweeping and to provide final cleanup of all work sites or staging areas to remove construction materials, equipment, debris, and dirt or gravel from all surfaces, as well as from catch basins and storm drains, that may have been impacted by construction activities, since there are local residents within the work zone. This includes any staging area required.

This item shall include all Work Zone Traffic Control required by the City of Sweet Home, OHSA MUTCD, and Oregon Department of Transportation Standards. This bid item shall be considered full pay for all labor, materials, and equipment required to plan for, coordinate, sign, flag, detour, or direct traffic impacted by this project in accordance with Section 00225 of the ODOT Standard Specifications. A general traffic control plan shall be submitted – and approved – to the City prior to the beginning of work.

Adequate warning protection will be required for any material stored in a staging area in the right-of-way, or along the longitudinal cut drop off running lengthwise on the roadway. Night time protection of stored materials with lighted barricades may be required. This will include control of runoff from any areas used for staging when or if the staging area is a portion of the street right-of-way. Material deposits in excess must be removed by the contractor. The City of Sweet Home will not provide removal.

Access for all residents must be maintained at all times, provide written notice to the resident when specific driveways may be out of use. Emergency vehicles must have access or have access provided when needed.

This item shall include erosion control measures to protect excessive sediment runoff into catch basins located mid-block on Quince Street, and on Poplar Street. Bio-Filter bags or other forms of sediment barriers may be used.

BID ITEM NO. 2 – 1” AWWA C904 PEX Meter Service – Long Side (30’).

This per each bid item includes all labor, materials, and equipment to install meter service assemblies of 1” AWWA C904-06 Cross-linked Polyethylene (PEX) blue water service line, 3/4" Sensus SR2-ER-TRPL remote read (100 cu. ft.) meter, meter box with remote probe lid, 12 awg tracer wire and warning tape, ball valve FB1100-4-Q-NL corporation stop, tapping saddle Romac 202NS or equal, locking wing 1"x3/4" Ford BA63-332W-Q-NL meter curb stop with meter swivel nut, Ford 3/4" L31-13-NL Angle Meter Coupling with meter swivel nut, and other appurtenances including the reconnection of customer side piping with a customer side shut off ball valve and box, coupling to the existing residents waterline, and any other incidental items, located on the long service side of the water line. All fittings in contact with potable water shall be constructed of lead free materials.

PEX 1” service piping shall be SDR 9, CTS MuniciPEX (PEXa) by REHAU or equal. Installation shall have all compression joint fittings, with stainless steel insert-stiffeners Ford Insert 53-72-Q or equal, installed 24” depth below grade level, with a slight serpentine trench lay for expansion/contraction. Due to meter depth, lay pipe segments horizontally and vertically straight with a 1” Quarter Bend Ell using Mueller, Ford, McDonald or equal compression fittings transitioning to the meter curb stop, without curvature of the pipeline. If curvature anywhere is necessary, with City approval, use a recommended curvature radius of 30 pipe diameters (no less than 20 diameters (10 per manuf.)), and under no circumstances reversing the coil direction.

Tracer wire shall be Copperhead Ind. 12 awg SuperFlex Tracer Wire attached to the PEX service line with zip-ties, not duct tape, at 10 foot intervals, and be routed into the meter box with a minimum of 12” extended and coiled. Tracer wire connection junctions shall be Copperhead Ind. Blue SnakeBite locking connectors.

The meter box shall be a 13”x24”x12” Armorcast A6001946APCX12 Straight wall polymer box with a A6001866-H cover with AMR/AMI top mount lid. The base support of the meter box shall be Class B crushed rock, and be a minimum thickness of 2” below the base of the water meter box.

New meter placement will remain within the Public Right-of-Way, even though some existing locations may be located on private property. Remove meters and meter boxes, service line, and fill void with good clean topsoil and seed area sufficient to ensure grass regrowth, or provide crushed rock gravel fill for locations as needed.

This item includes erosion control measures to protect excessive sediment runoff into catchbasins or ditch channels located at or near the work areas.

BID ITEM NO. 3 – Reconnect Services from Elm St to Fir St on Private Side (75’).

This per each bid item includes all labor, materials, and equipment to remove meter service assemblies located on Elm St that serve houses on Fir St between 17th Ave and 18th Ave. These are to be relocated to Fir St and to have a new meter and yard valve similar to those of Bid Item No 2. The meter boxes are already in place, installed with a previous project.

This bid item includes the private side work from the new meter location to the back yard and tying into the existing service line from Elm St at a convenient location. Private Plumbing Permits are necessary, permit and inspections processing are with the City Building Program located in City Hall, phone 541-367-7993.

BID ITEM NO. 4 –Excavation.

This cubic yard bid item shall include all materials and debris removed from the areas as necessary to perform the work. This material includes all concrete, roadway asphalt, base rock or topsoil, and general excavation necessary for the design depth of the constructed elements. Debris shall be hauled to an approved landfill or otherwise disposed of in an approved manner. If excavated material is used as fill on a property located within the City of Sweet Home, a Fill & Grade permit will be necessary from the City Building Program office in City Hall at 1140 12th Ave (contact 541-367-7993 for information).

This item also covers incidental over-excavation quantities, however due to the shallow nature of this work; no deep excavation issues are anticipated.

BID ITEM NO. 5 –Backfill 3/4" CrRk.

This cubic yard bid item shall include all 3/4" -0" compacted crushed rock bedding materials, for placement of concrete for the work as specified. Use of 1"-0" material is an acceptable alternative. Material used shall be per Oregon Standard Specifications Section 02630.

BID ITEM NO. 6 – Backfill Topsoil.

This per cubic yard bid item includes all labor, materials, and equipment to place and install topsoil, a clean organic amended soil mixture blend of loamy soil and sand. This item shall include all finish top soil material used for minor backfilling and grading behind or adjacent to new sidewalk panels, back curbs, or ramp assemblies to match to existing adjacent surface grade

BID ITEM NO. 7 –Sawcut ACP Roadway & Conc. Driveways.

This per Linear Foot bid item includes sawcutting for trench street services and driveway aprons. All roadway pavement, sidewalk and driveway aprons shall be cut in a straight line, perpendicular to the travel path of the sidewalk where possible, or as specified.

BID ITEM NO. 8 –Level 2, 1/2" ACP Mixture, Trench Surface.

This per Ton bid item shall include a 4 inch layer for trench work of Level 2 1/2" Asphalt Concrete Pavement. It shall be used for all mainlines, service trenches, and any work area excavations.

Bid Schedule B: 17th Ave; Cedar St to Elm St. Bid Items.

BID ITEM NO. 9 – 1" AWWA C904 PEX Meter Service – Extended Length (Avg 88').

This per each bid item includes all labor, materials, and equipment to install meter service assemblies of 1" AWWA C904-06 Cross-linked Polyethylene (PEX) blue water service line, 3/4" Sensus SR2-ER-TRPL remote read (100 cu. ft.) meter, meter box with remote probe lid, 12 awg tracer wire and warning tape, ball valve FB1100-4-Q-NL corporation stop, tapping saddle Romac 202NS or equal, locking wing 1"x3/4" Ford BA63-332W-Q-NL meter curb stop with meter swivel nut, Ford 3/4" L31-13-NL Angle Meter Coupling with meter swivel nut, and other appurtenances including the reconnection of customer side piping with a customer side shut off ball valve and box, coupling to the existing residents waterline, and any other incidental items, located on the long service side of the water line. All fittings in contact with potable water shall be constructed of lead free materials.

PEX 1" service piping shall be SDR 9, CTS MunicipeX (PEXa) by REHAU or equal. Installation shall have all compression joint fittings, with stainless steel insert-stiffeners Ford Insert 53-72-Q or equal, installed 24" depth below grade level, with a slight serpentine trench lay for expansion/contraction. Due to meter depth, lay pipe segments horizontally and vertically straight with a 1" Quarter Bend Ell using Mueller, Ford, McDonald or equal compression fittings transitioning to the meter curb stop, without curvature of the pipeline. If curvature anywhere is necessary, with City approval, use a recommended curvature radius of 30 pipe diameters (no less than 20 diameters (10 per manuf.)), and under no circumstances reversing the coil direction.

Tracer wire shall be Copperhead Ind. 12 awg SuperFlex Tracer Wire attached to the PEX service line with zip-ties, not duct tape, at 10 foot intervals, and be routed into the meter box with a minimum of 12" extended and coiled. Tracer wire connection junctions shall be Copperhead Ind. Blue SnakeBite locking connectors.

The meter box shall be a 13"x24"x12" Armorcast A6001946APCX12 Straight wall polymer box with a A6001866-H cover with AMR/AMI top mount lid. The base support of the meter box shall be Class B crushed rock, and be a minimum thickness of 2" below the base of the water meter box.

New service line and meter placement will remain within the Public Right-of-Way, even though some existing locations may be located on private property. Remove meters and meter boxes, service line, and fill void with good clean topsoil and seed area sufficient to ensure grass regrowth, or provide crushed rock gravel fill for locations as needed.

This item includes erosion control measures to protect excessive sediment runoff into catchbasins or ditch channels located at or near the work areas.

BID ITEM NO. 10 –Excavation.

This cubic yard bid item shall include all materials and debris removed from the areas as necessary to perform the work. This material includes all concrete, roadway asphalt, base rock or topsoil, and general excavation necessary for the design depth of the constructed elements. Debris shall be hauled to an approved landfill or otherwise disposed of in an approved manner. If excavated material is used as fill on a property located within the City of Sweet Home, a Fill & Grade permit will be necessary from the City Building Program office in City Hall at 1140 12th Ave (contact 541-367-7993 for information).

This item also covers incidental over-excavation quantities, however due to the shallow nature of this work; no deep excavation issues are anticipated.

BID ITEM NO. 11 –Backfill 3/4" CrRk.

This cubic yard bid item shall include all 3/4" -0" compacted crushed rock bedding materials, for placement of concrete for the work as specified. Use of 1"-0" material is an acceptable alternative. Material used shall be per Oregon Standard Specifications Section 02630.

BID ITEM NO. 12 – Backfill Topsoil.

This per cubic yard bid item includes all labor, materials, and equipment to place and install topsoil, a clean organic amended soil mixture blend of loamy soil and sand. This item shall include all finish top soil material used for minor backfilling and grading behind or adjacent to new sidewalk panels, back curbs, or ramp assemblies to match to existing adjacent surface grade

BID ITEM NO. 13 –Sawcut ACP Roadway & Conc. Driveway – 17th Ave.

This per Linear Foot bid item includes sawcutting for trench street services and driveway aprons for the 4 services on 17th Ave. All roadway pavement, sidewalk and driveway aprons shall be cut in a straight line, perpendicular to the travel path of the roadway where possible, or as specified.

BID ITEM NO. 14 –Level 2, 1/2" ACP Mixture, Trench Surface & Driveway – 17th Ave.

This per Ton bid item shall include a 4 inch layer 1st (base course) for trench work of Level 2 Asphalt Concrete Pavement for the service crossing Dogwood St. It shall be used for all mainlines, service trenches, and any work area excavations. This bid item also is for the paving of the 3 gravel driveways 2 inches thick on 17th Ave as noted on the plans.

BID ITEM NO. 15 –Driveway Concrete – 17th Ave.

This per Square Foot bid item shall include a 6 inch thick 3600 psi concrete driveway replacement for xxxxx 17th Ave.

Bid Schedule C: Waterline Connection #1, Elm St at 16th Ave. Bid Items.**BID ITEM NO. 16 – Connection #1, 10" & 6" Waterline Crossing Connection at Elm-16th Ave.**

This per lump sum bid item includes all labor, materials, and equipment to install new Cross configuration piping connection to both the existing 6" pipe running East-West on Elm St, and the 10" pipe running North-South midblock between 14th Ave and 16th Ave, including but not limited to Cross, Valves, VC-212 Valve Guides & Valve Boxes w/ guides, Bends, Thrust Restraints, Adapters and Couplings, and connections to existing piping, and other incidental items.

Excavation, backfill and paving quantities are not included in this bid item. Warning tape and 12 gauge tracer wire shall be installed also on the new pipes connecting to the existing network.

BID ITEM NO. 17 – 10" AWWA C151, D.I. CL52 Water.

This per Linear Foot bid item includes all labor, materials, and equipment to install AWWA C151 3" Class 52 Ductile Iron waterline per standard AWWA and Oregon Specifications for Construction.

This bid item shall include all testing procedures for pipeline pressure and disinfection per AWWA standards.

Care needs to be taken around existing water services, stormwater and gas service lines. The depth of each service should be verified prior to major excavation, and repair options should be made available.

BID ITEM NO. 18 – 6” AWWA C151, D.I. CL52 Water.

This per Linear Foot bid item includes all labor, materials, and equipment to install AWWA C151 3” Class 52 Ductile Iron waterline per standard AWWA and Oregon Specifications for Construction.

This bid item shall include all testing procedures for pipeline pressure and disinfection per AWWA standards.

Care needs to be taken around existing water services, stormwater and gas service lines. The depth of each service should be verified prior to major excavation, and repair options should be made available.

BID ITEM NO. 19 –Excavation.

This cubic yard bid item shall include all materials and debris removed from the areas as necessary to perform the work. This material includes all concrete, roadway asphalt, base rock or topsoil, and general excavation necessary for the design depth of the constructed elements. Debris shall be hauled to an approved landfill or otherwise disposed of in an approved manner. If excavated material is used as fill on a property located within the City of Sweet Home, a Fill & Grade permit will be necessary from the City Building Program office in City Hall at 1140 12th Ave (contact 541-367-7993 for information).

This item also covers incidental over-excavation quantities, however due to the shallow nature of this work; no deep excavation issues are anticipated.

BID ITEM NO. 20 –Backfill 3/4" CrRk.

This cubic yard bid item shall include all 3/4" -0” compacted crushed rock bedding materials, for placement of concrete for the work as specified. Use of 1”-0” material is an acceptable alternative. Material used shall be per Oregon Standard Specifications Section 02630.

BID ITEM NO. 21 –Sawcut ACP Roadway.

This per Linear Foot bid item includes sawcutting for trench street services and driveway aprons. All roadway pavement, sidewalk and driveway aprons shall be cut in a straight line, perpendicular to the travel path of the roadway where possible, or as specified.

BID ITEM NO. 22 –Level 2, 1/2" ACP Mixture, Trench Surface.

This per Ton bid item shall include a 4 inch layer for trench work of Level 2 1/2" Asphalt Concrete Pavement. It shall be used for all mainlines, service trenches, and any work area excavations.

Bid Schedule D: Waterline Connection #2, Fir St at 16th Ave. Bid Items.

BID ITEM NO. 23 – Connection #1, 4” Waterline Crossing Connection at Fir St. .

This per lump sum bid item includes all labor, materials, and equipment to install configuration piping connection from the end of exiting 4” on Fir St, to connect with the 10” waterline in Sankey Park running North-South on the west side of the South Trails Route. Including but not limited to Valves, VC-212 Valve Guides & Valve Boxes w/ guides, Bends, Thrust Restraints, Adapters and Couplings, and connections to existing piping, and other incidental items.

Excavation, backfill and paving quantities are not included in this bid item. Warning tape and 12 gauge tracer wire shall be installed also on the new pipes connecting to the existing network.

BID ITEM NO. 24 – 4” AWWA C151, D.I. CL52 Water.

This per Linear Foot bid item includes all labor, materials, and equipment to install AWWA C151 3” Class 52 Ductile Iron waterline per standard AWWA and Oregon Specifications for Construction.

This bid item shall include all testing procedures for pipeline pressure and disinfection per AWWA standards.

Care needs to be taken around existing water services, stormwater and gas service lines. The depth of each service should be verified prior to major excavation, and repair options should be made available.

BID ITEM NO. 25 –Excavation.

This cubic yard bid item shall include all materials and debris removed from the areas as necessary to perform the work. This material includes all concrete, roadway asphalt, base rock or topsoil, and general excavation necessary for the design depth of the constructed elements. Debris shall be hauled to an approved landfill or otherwise disposed of in an approved manner. If excavated material is used as fill on a property located within the City of Sweet Home, a Fill & Grade permit will be necessary from the City Building Program office in City Hall at 1140 12th Ave (contact 541-367-7993 for information).

This item also covers incidental over-excavation quantities, however due to the shallow nature of this work; no deep excavation issues are anticipated.

BID ITEM NO. 26 –Backfill 3/4" CrRk.

This cubic yard bid item shall include all 3/4" -0" compacted crushed rock bedding materials, for placement of concrete for the work as specified. Use of 1"-0" material is an acceptable alternative. Material used shall be per Oregon Standard Specifications Section 02630.

BID ITEM NO. 27 – Backfill Topsoil.

This per cubic yard bid item includes all labor, materials, and equipment to place and install topsoil, a clean organic amended soil mixture blend of loamy soil and sand. This item shall include all finish top soil material used for minor backfilling and grading behind or adjacent to new sidewalk panels, back curbs, or ramp assemblies to match to existing adjacent surface grade

BID ITEM NO. 28 –Sawcut ACP Roadway Driveway.

This per Linear Foot bid item includes sawcutting for trench street services and driveway aprons for the 4 services on 17th Ave. All roadway pavement, sidewalk and driveway aprons shall be cut in a straight line, perpendicular to the travel path of the roadway where possible, or as specified.

BID ITEM NO. 29 –Level 2, 1/2" ACP Mixture, Trench Surface.

This per Ton bid item shall include a 4 inch layer 1st (base course) for trench work of Level 2 Asphalt Concrete Pavement for the mainline trench in Fir St. It shall be used for all mainlines, service trenches, and any work area excavations.

END OF GENERAL TECHNICAL REQUIREMENTS

PREVAILING WAGE for PUBLIC WORKS CONTRACTS
OREGON BOLI SPECIFICATIONS

On May 15, 2006, the Bureau of Labor and Industries, BOLI initiated a rule revision that allows public agencies to include a reference to a web address for BOLI wage rates rather than include all the wage rates in paper form in their bid proposals.

Notice of Public Works Form WH81 for public works awarded after January 1 2008. ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370

Wage rates for this project are those to be published by BOLI effective January 1, 2013. The web address is www.oregon.gov/BOLI.

RECIPROCAL PREFERENCE LAW
Oregon's Reciprocal Preference Law

Oregon's reciprocal preference law, ORS 279A.120, requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in the bidder's home state. For example, if the low bidder is from a state that grants a 10 percent preference to its own in-state bidders, the Oregon agency must add 10 percent to that bidder's price when evaluating the bid.

OAR 125-246-0310: Reciprocal Preferences.

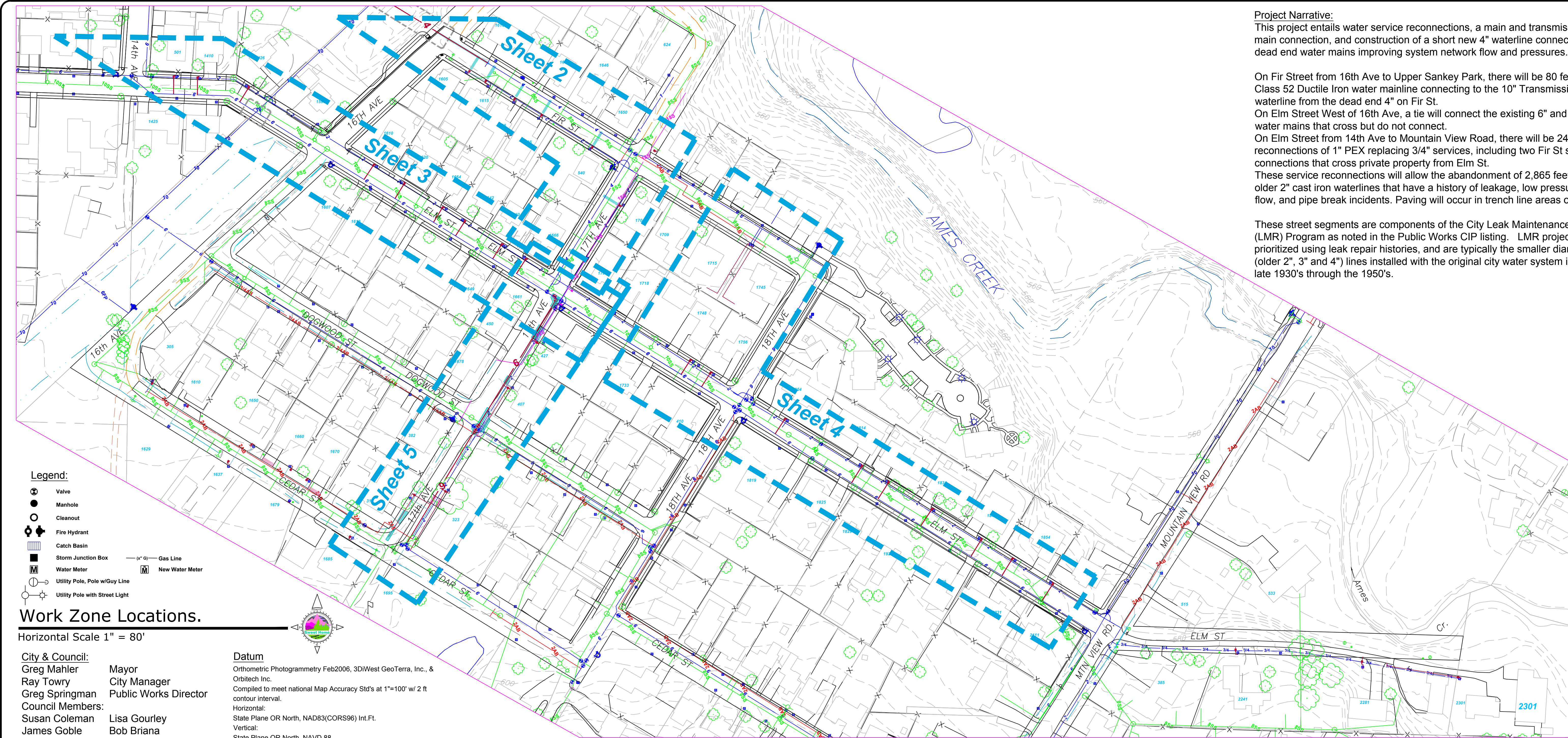
- (1) When evaluating offers according to OAR 125-247-0255 through 125-247-0260, 125-249-0390 or 125-249-0640 through 125-249-0660, Authorized Agencies must add a percentage increase to the Offer of a Nonresident Offeror equal to the percentage, if any, of the preference that would be given to that Offeror in the state in which the Offeror resides. An Authorized Agency may rely on the list maintained by the Department according to ORS 279A.120(4) to determine:
 - (a) Whether the Nonresident Offeror's state gives preference to in-state Offerors; and if so,
 - (b) The amount of such preference (Percentage).
- (2) Authorized Agencies must add a percentage to the Offer that matches the Percentage described in Section (1) before determining Tie-Offers in accordance with OAR 125-246-0300.

The Department of Administrative Services (DAS), State Procurement Office has gathered information on preference laws of all states. See http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml for more details. This list is for your use in making contract awards under Oregon's reciprocal preference law. If you are in need of any assistance in the application of this law, please call or contact the State Procurement Office:

State of Oregon
Department of Administrative Services
State Procurement Office
1225 Ferry Street SE, U-140,
Salem, OR 97301-4285.
Tel: 503-378-4642.

PROJECT DRAWINGS (SEPARATE ATTACHMENT)
CONSTRUCTION DETAILS

See Attached.



Project Narrative:
This project entails water service reconnections, a main and transmission main connection, and construction of a short new 4" waterline connecting dead end water mains improving system network flow and pressures.

On Fir Street from 16th Ave to Upper Sankey Park, there will be 80 feet of 4" Class 52 Ductile Iron water mainline connecting to the 10" Transmission Main waterline from the dead end 4" on Fir St.
On Elm Street West of 16th Ave, a tie will connect the existing 6" and 10" water mains that cross but do not connect.
On Elm Street from 14th Ave to Mountain View Road, there will be 24 service reconnections of 1" PEX replacing 3/4" services, including two Fir St service connections that cross private property from Elm St.
These service reconnections will allow the abandonment of 2,865 feet of older 2" cast iron waterlines that have a history of leakage, low pressure and flow, and pipe break incidents. Paving will occur in trench line areas only.

These street segments are components of the City Leak Maintenance Repair (LMR) Program as noted in the Public Works CIP listing. LMR projects are prioritized using leak repair histories, and are typically the smaller diameter (older 2", 3" and 4") lines installed with the original city water system in the late 1930's through the 1950's.

Legend:

- Valve
- Manhole
- Cleanout
- Fire Hydrant
- Catch Basin
- Storm Junction Box
- Water Meter
- Utility Pole, Pole w/Guy Line
- Utility Pole with Street Light
- Gas Line
- New Water Meter

Work Zone Locations.

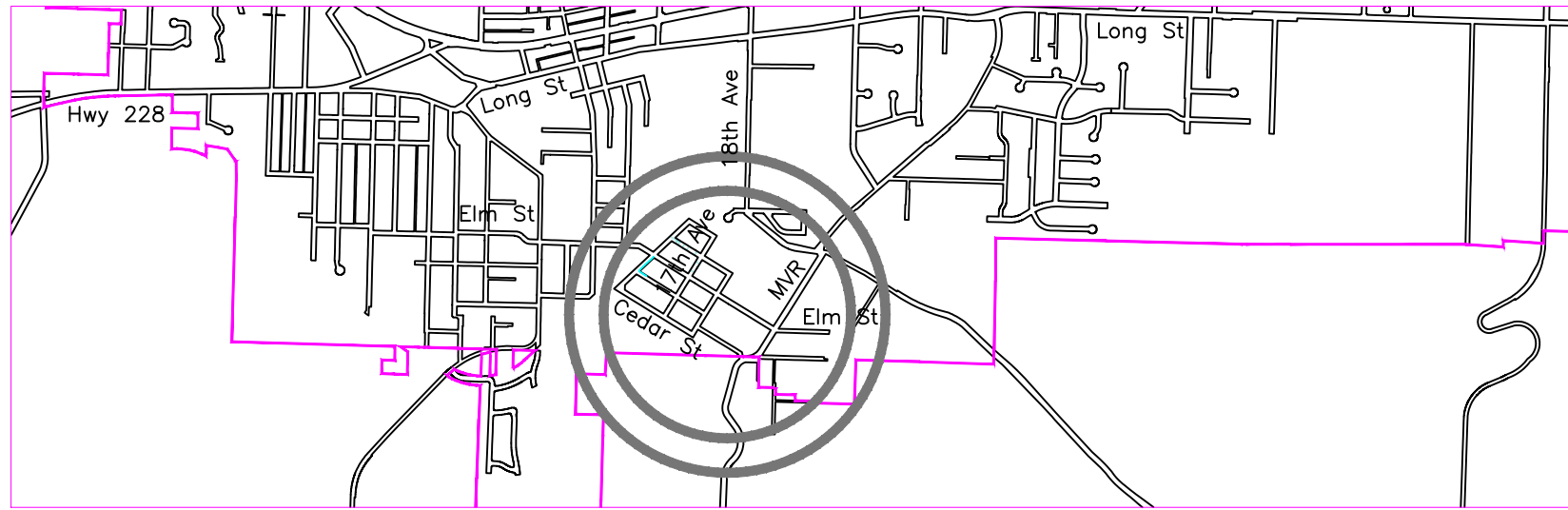
Horizontal Scale 1" = 80'

City & Council:

- Greg Mahler
Ray Towry
Greg Springman
Council Members:
Susan Coleman
James Goble
Dave Trask
- Mayor
City Manager
Public Works Director
- Lisa Gourley
Bob Briana
Diane Gerson

Datum

Orthometric Photogrammetry Feb2006, 3DiWest GeoTerra, Inc., & Orbitech Inc.
Compiled to meet national Map Accuracy Std's at 1"=100' w/ 2 ft contour interval.
Horizontal:
State Plane OR North, NAD83(CORS96) Int.Ft.
Vertical:
State Plane OR North, NAVD 88,
GPS Point #93465 nearby (Elm & Mountain View Road), NGVD 29/47
OrthoElev_575.960, NAD 83/91.



VICINITY MAP

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. (Note: the telephone number for the Oregon Utility Notification Center is (503) 232-1987). The Locate number is 811.

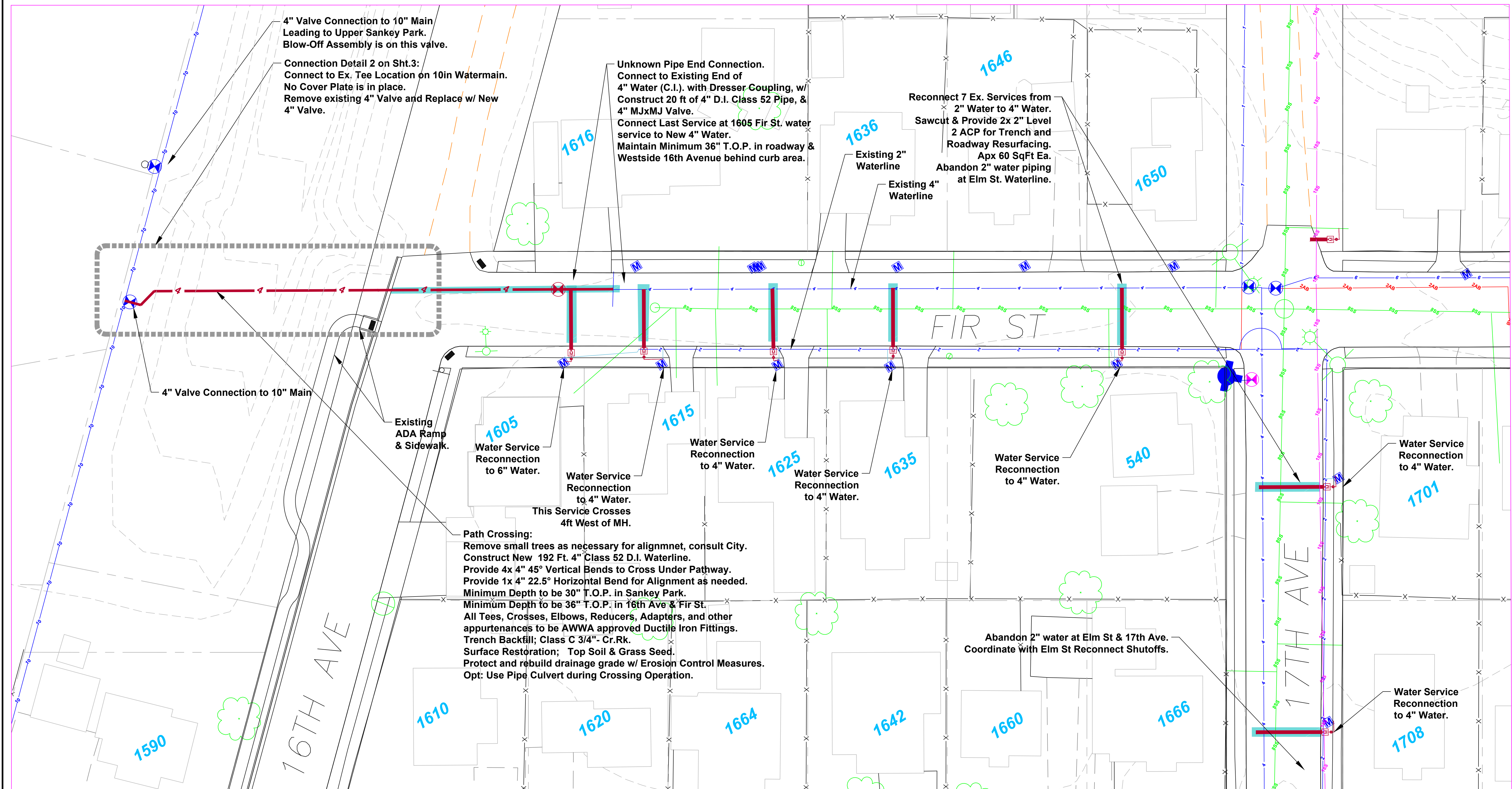
Construction Notes:

- Construct all public infrastructure improvements to the reference standards of the 2015 Edition of the "OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION" and to the City of Sweet Home Standards for Public Improvements whether or not included in note form in the construction drawings or contract documents. Compaction or testing requirements shall conform to applicable reference standards.
- Contractor is responsible for all safety on the project and shall erect and maintain barricades, warning signs, and traffic control measures per MUTCD, Oregon Standards for Work Zone Safety, and City requirements. All traffic control measures and safety signage are to be reviewed by the City and be in place prior to the start of construction. Contractor to notify City 48 hours prior to the beginning of work, and shall notify the property residents affected by the work in writing (door hangers ok) both 7 days and 48 hours in advance.
- Emergency services and local residents shall have access at all times.
- All Asphalt Concrete Pavement is Level 2 / Class C in 2" Lifts. All pavement edges and driveway aprons shall be saw cut.
- Centerline Crown and cross slope to match existing roadway crown and cross slope as near as reasonably possible.
- The existing underground utility locations are from existing records and "Pre-design" surface locates. The contractor should take measures to confirm location and depth prior to construction beginning and to have contact information readily available for emergencies. Any damage repairs or necessary adjustments required to cut, move, or relocate existing utilities in compliance with respective utility requirements are at the contractor's expense. Contractor is responsible to maintain visible conditions of utility locates marks for the duration of the construction operations.
- Contractor is responsible for keeping City streets clear of debris from the construction site as well as all Erosion and Stormwater Control Measures. All work performed by the contractor shall be cleaned at job completion, including the removal of all debris and unincorporated materials.
- Materials will be disposed of by the Contractor in accordance with all applicable City, State and Federal Laws and Regulation at approved landfill sites. Haul permits and/or fill & grading permits from the City Building Program (Contact 541-367-7993) may be required.
- Contractor is responsible for all Licenses, Bonds and Insurance required to perform the work. Construction staking is to be performed and maintained by the contractor. City shall acquire all ODOT Right-of-Way Permits if needed. Contractor to have drawings and specification documents on site at all times. Property monuments lost or damaged as a result of contractor operations will be replaced at the contractor's expense.
- If existing conditions restrict the ability to construct according to the standard drawings, the City may approve minor variations.

Sheet Index

- Cover Sheet.
- Fir St, Sankey Park to 16th Ave to 17th Ave.
- Elm St, 14th Ave to 17th Ave.
- Elm St, 17th Ave to Mtn View Rd.
- 17th Ave, Cedar St to Elm St.
- ODOT Std. Dwgs & Construction Details.

DWG No. G:\Engr\CapImpPlan\Water\~Service Reconnects\2in_ServiceReconnects\Phase1_Elm-17th-Fir\ FY2018_Elm17thFir_WaterReconnects.dwg	Rev.	Description.	Date.	CITY OF SWEET HOME, Public Works Department Engineering Division, 1140 12th Avenue, T:541-367-6977, F:541-367-6440 LINE IS 2 INCHES FULL SIZE IF NOT 2" SCALE ACCORDINGLY 	TITLE FY 2018-19 Elm & Fir Waterline Project Leak Maintenance Repair Program:Water Main Service & Network Reconnection. Cover, Narrative, Construction Notes, & Index.	SHEET NUMBER 1 of 6
SCALE 1" = 20' SHPW4306	PRINT DATE 9-4-2018	SIZE D				



Fir St & 17th Ave Reconnections, Waterline Tie-in.
Horizontal Scale 1" = 20'

DWG No.
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Reconnects\2in_ServiceReconnects-Phase1_Elm-17th-Fir\
FY2018_Elm17thFir_WaterReconnects.dwg

Rev.	Description.	Date.

SCALE 1" = 20'
SHPW4306

PRINT DATE
9-4-2018

SIZE
D

CITY OF SWEET HOME, Public Works Department
Engineering Division, 1140 12th Avenue,
T:541-367-6977, F:541-367-6440



LINE IS 2 INCHES FULL SIZE
IF NOT 2" SCALE ACCORDINGLY
1" 2" 4" 6" 8" 10" 12" 14" 16" 18" 20"

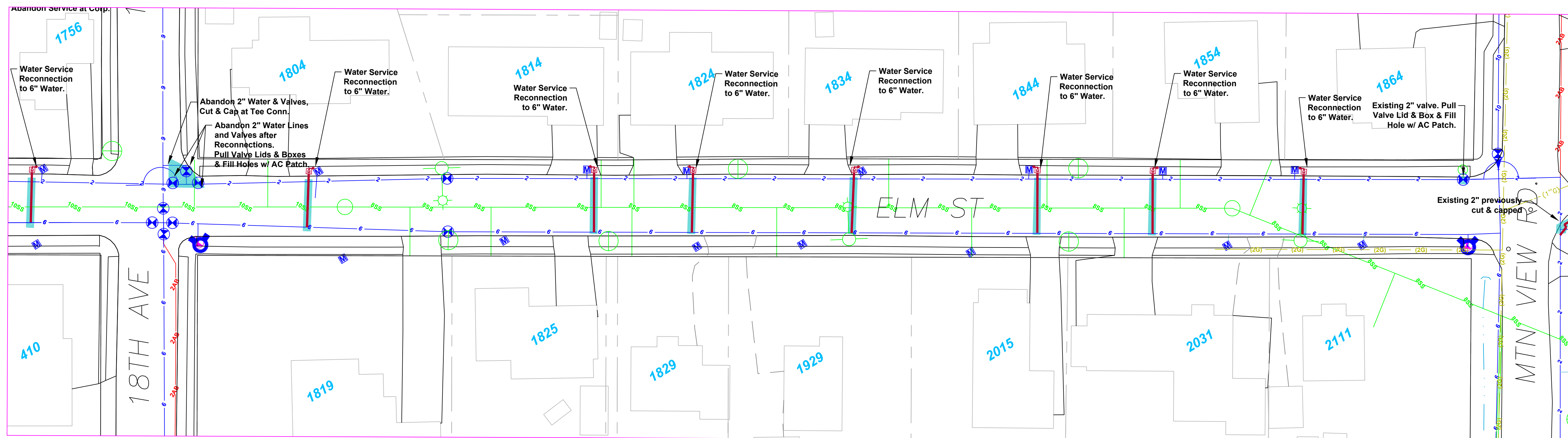
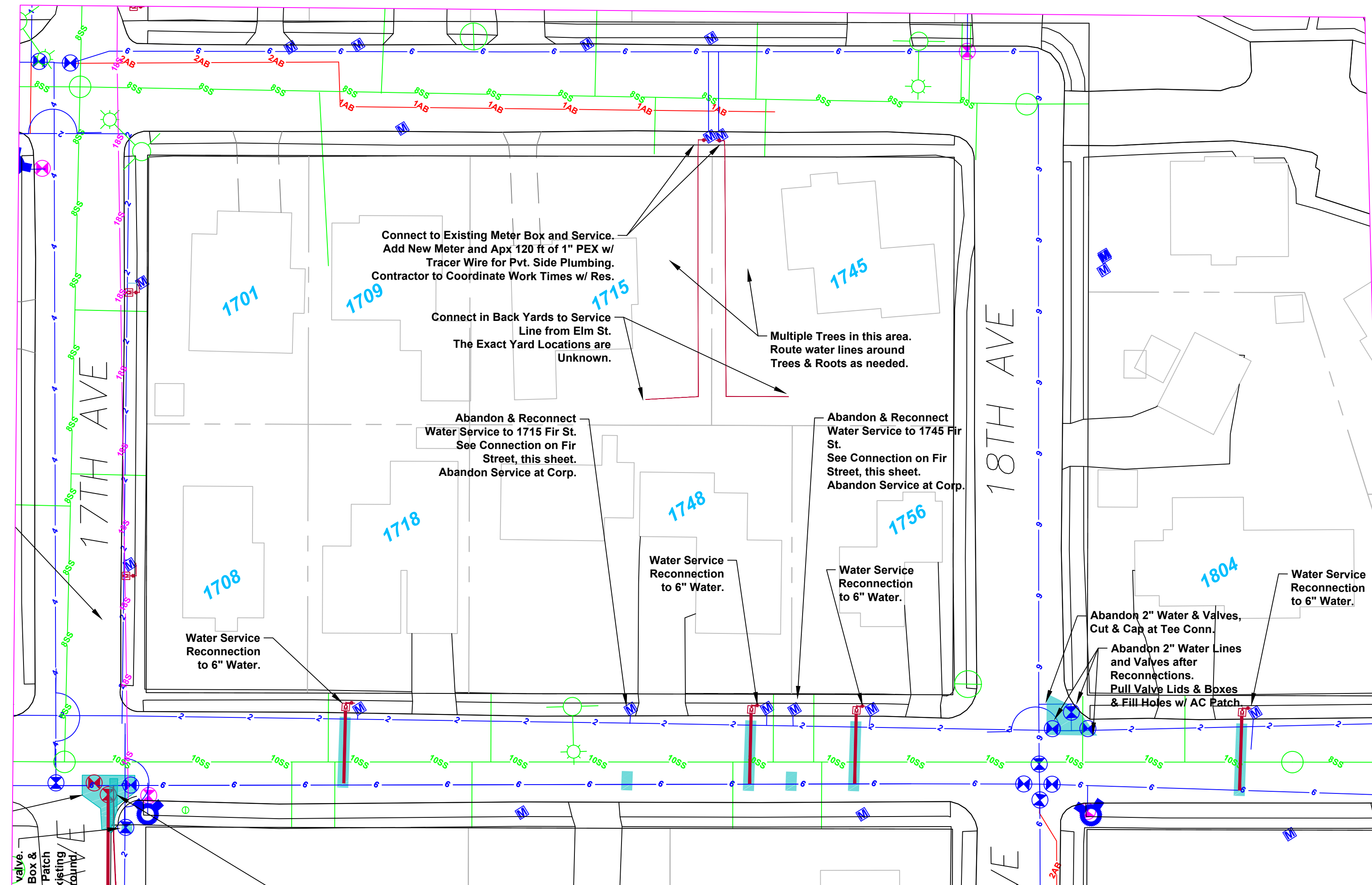
TITLE

FY 2018-19 Elm & Fir Waterline Project
Leak Maintenance Repair Program: Water Main Service & Network Reconnection.

Fir Street & 17th Avenue: Water Construction Details & Paving Limits.
Meter Service Reconnections and Water Main Construction of 4" Waterline.

SHEET
NUMBER

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of
6



DWG No.
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Reconnects\2in_ServiceReconnects-Phase1_Elm-17th-Fir\
FY2018_Elm17thFir_WaterReconnects.dwg

SCALE 1" = 20'
SHPW4304

PRINT DATE
9-4-2018

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CITY of SWEET HOME, Public Works Department
Engineering Division, 1140 12th Avenue,
T:541-367-6977, F:541-367-6440

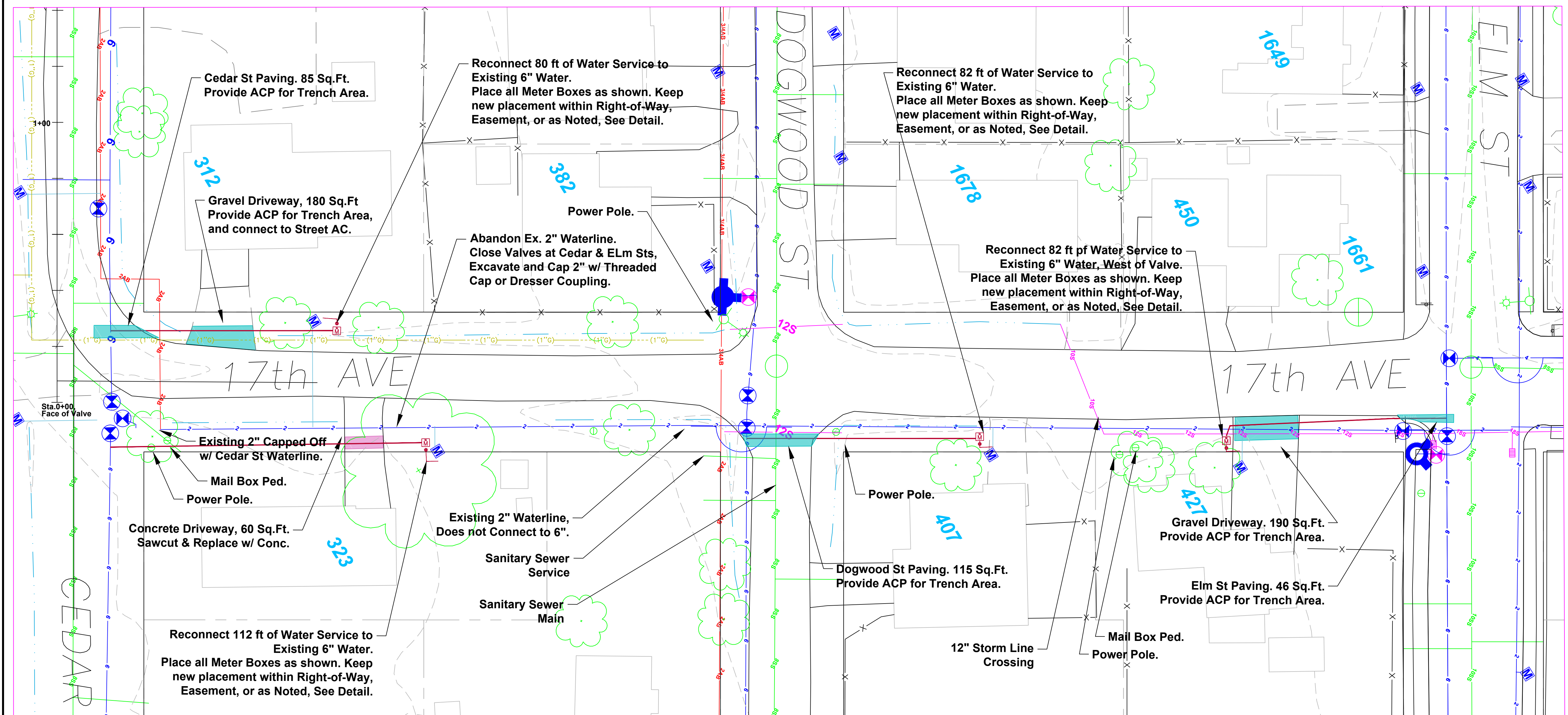


TITLE

FY 2018-19 Elm & Fir Waterline Project
Leak Maintenance Repair Program: Water Main Service & Network Reconnection.

Elm Street: Water Service Reconections.
17th Avenue to Mountain View Road.

SHEET
NUMBER
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of
6



17th Ave Construction & Paving Extents. Schedule B; Services Only.

Horizontal Scale 1" = 20'

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Reconnects\2in_ServiceReconnects-Phase1_Elm-17th-Fir\
FY2018_Elm17thFir_WaterReconnects.dwg

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Rev.	Description.	Date.

CITY OF SWEET HOME, Public Works Department
Engineering Division, 1140 12th Avenue,
T:541-367-6977, F:541-367-6440

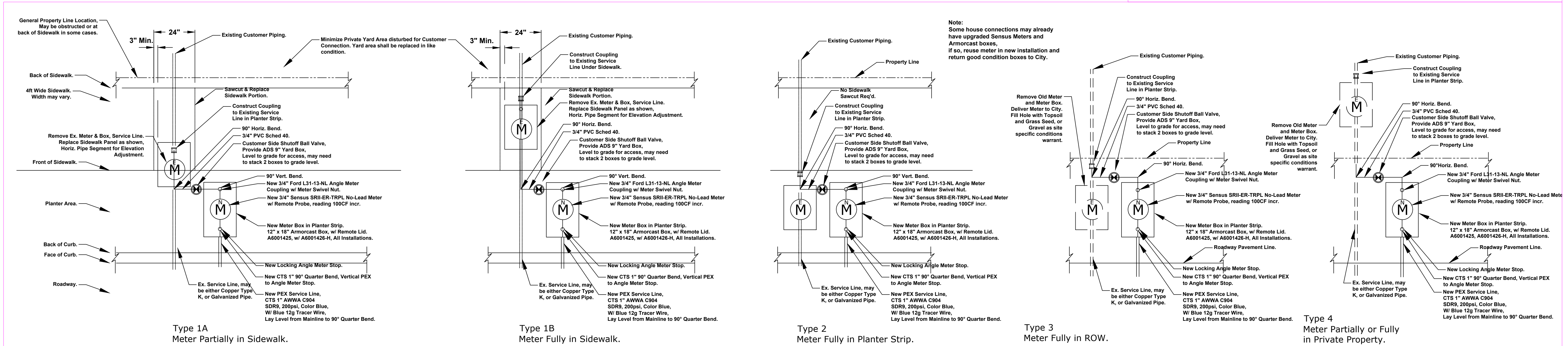
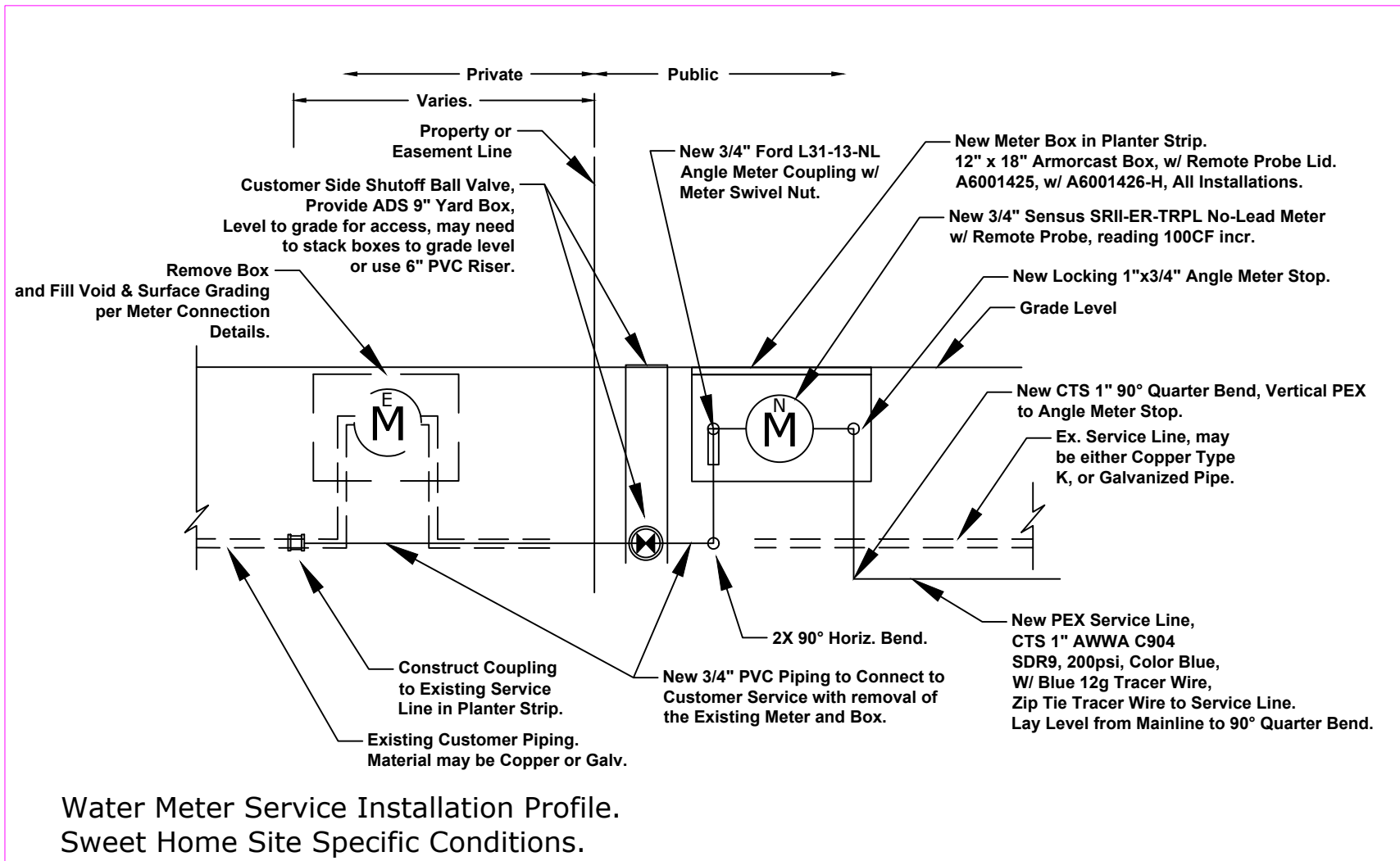
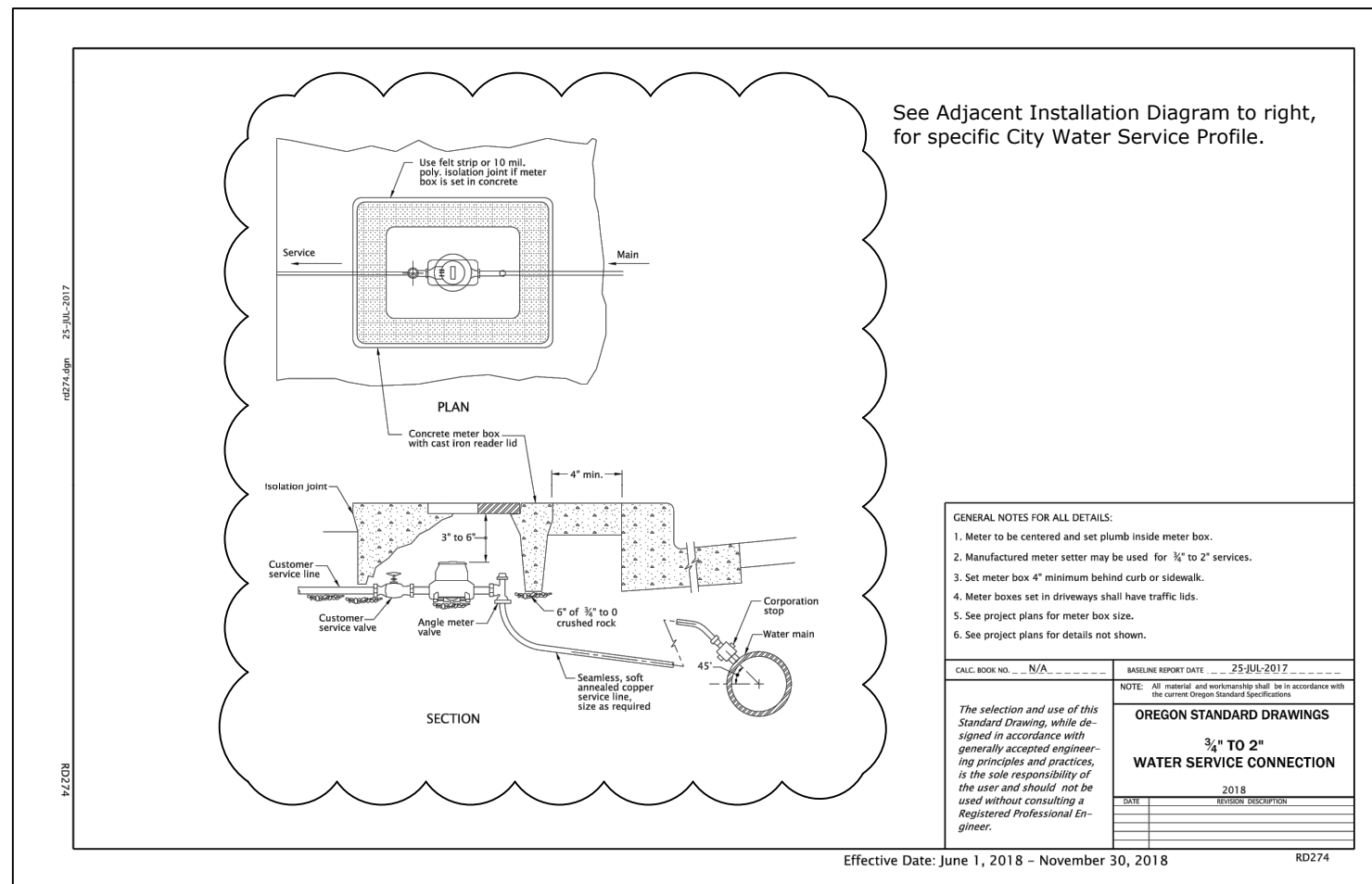
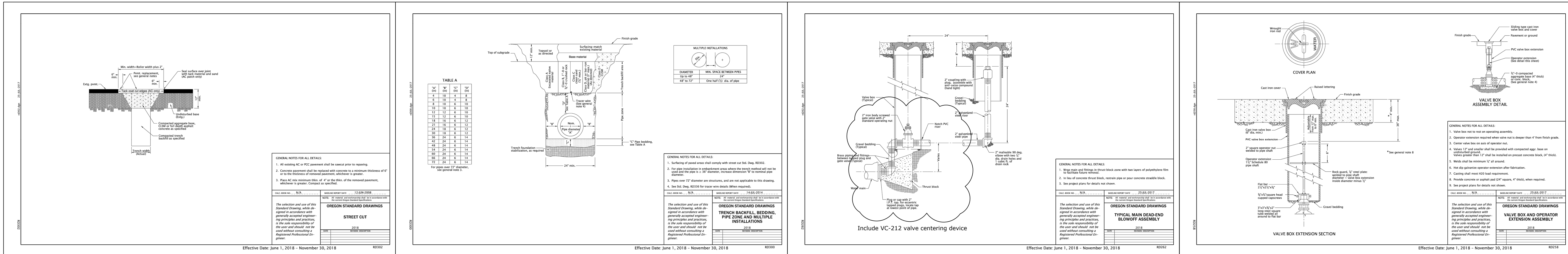


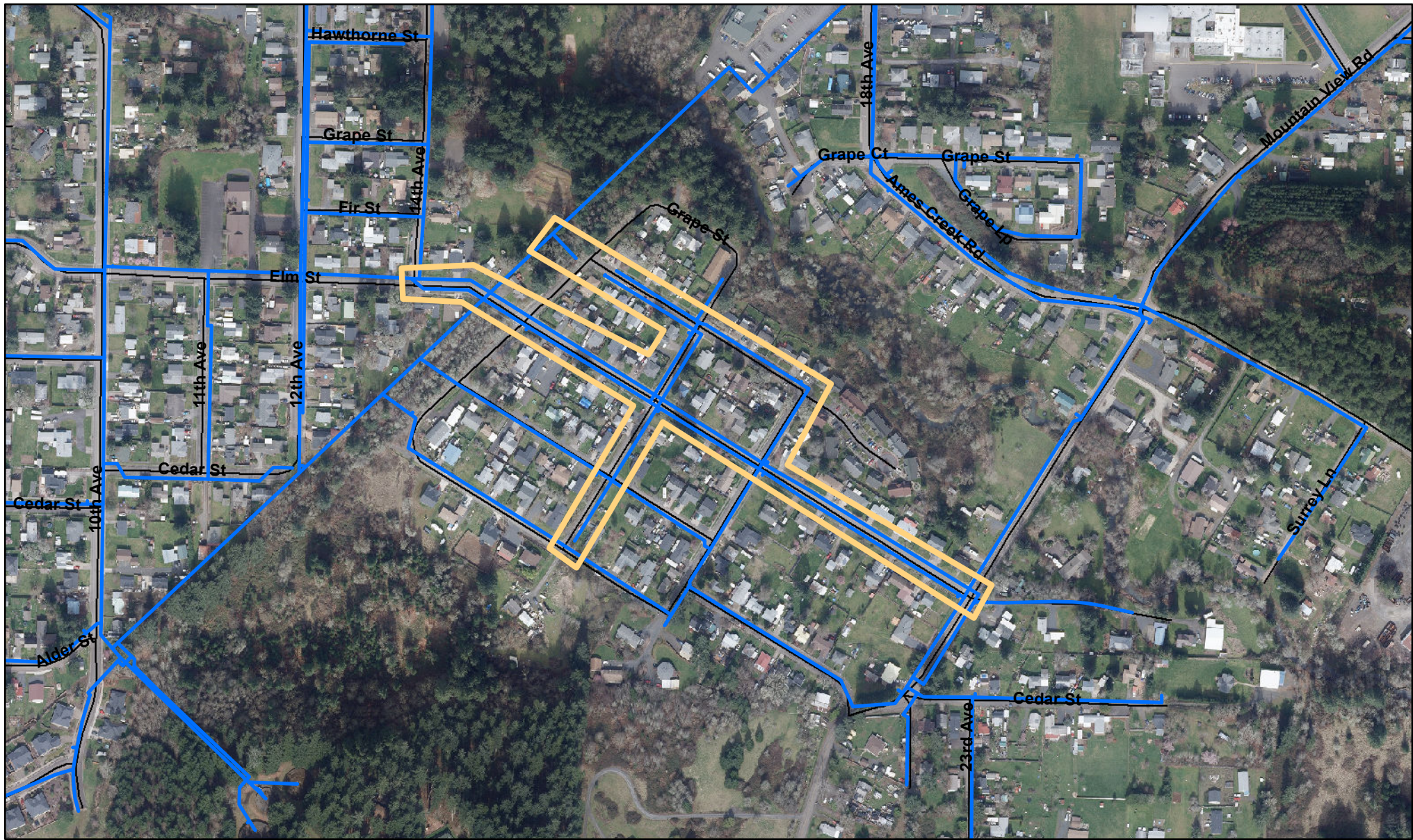
TITLE
FY 2018-19 Elm & Fir Waterline Project
Leak Maintenance Repair Program: Water Main Service & Network Reconnection.

17th Avenue Schedule B: Water Construction Details & Paving Limits.
Meter Service Reconnections to Existing 6" Waterline.

SHEET
NUMBER

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of
6





Elm St Water Service Reconnection Project Area Map

ORDINANCE BILL NO. 3 FOR 2018

ORDINANCE NO. 1272

AN ORDINANCE RELATING TO RATE INCREASES FOR SOLID WASTE MANAGEMENT IN THE CITY OF SWEET HOME, OREGON AND REPEALING SWEET HOME ORDINANCE 1261 WITH AN EXPEDIENCY CLAUSE.

WHEREAS, in 1998 the City of Sweet Home entered into a franchise agreement with Sweet Home Sanitation Services Inc. now known as Sweet Home Sanitation Service and operated by Waste Connection Inc.;

WHEREAS, the City of Sweet Home passed Sweet Home Ordinance No. 1117 in 1998 known as the Solid Waste Management Ordinance;

WHEREAS, Sweet Home Ordinance No. 1117 requires in Subsection 6.1 that changes in rates shall be made only by an Ordinance amending Exhibit A therein;

WHEREAS, the City of Sweet Home passed Sweet Home Ordinance No. 1261 in 2017 amending Exhibit A of Sweet Home Ordinance No. 1117 which was the last amendment to Exhibit A;

WHEREAS, the franchisee desires to have a rate increase because of extraordinary circumstances in the world recycling market and a rate schedule as set forth in Exhibit A under proposed rates;

WHEREAS, in Ordinance No. 1261 the parties agreed to have automatic annual rate changes based on the Portland-Salem Consumer Price Index;

WHEREAS, the parties need to select another consumer price index because the Portland-Salem Consumer Price Index is no longer being maintained;

WHEREAS, the City of Sweet Home desires to establish a procedure that will be responsive to the need to change rates to reflex the market fluctuations in the market; and

WHEREAS, the rate increases for the extra costs of recycling need to be established as of August 1, 2018 to help compensate for the increases in the cost of recycling over the last year.

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

Section 1. Exhibit A of Sweet Home Ordinance No. 1117 referenced in Subsection 6.1 thereof is amended to read as set forth in the attached Exhibit A hereto and by this reference hereby incorporated therein with the August 1, 2018 proposed rates being

in effect as of August 1, 2018. The rates established hereby shall remain in effect until changed by the City Council except for the automatic annual CPI adjustment.

Section 2. Section 6.1 of Sweet Home Ordinance 1117 is amended to read as follows:

6.1 Rates for service set after those set in Sweet Home Ordinance No. 1272 shall be set by City Council resolution except for the automatic annual adjustment as stated below.

Section 3. Section 6.1.1 of Sweet Home Ordinance 1117 is created to read as follows:

6.1.1 In addition to the foregoing, the rates for service described above shall be automatically adjusted annually, (first effective July 1, 2018) and each year thereafter during the term of this Ordinance based on the annual average increase or decrease, if any, of the Consumer Price Index-CPI-U W West B/C, as published by the United States Bureau of Labor Statistics (<https://data.bls.gov/PDOWeb/cu>) (the "CPI") during the most recent twelve (12) month period ending no later than June 30 of the then current year. Thus, if the CPI increased 2% from the previous 12 month average of 2018-2019 then the rates for service would automatically increase 2% effective as of July 1, 2019. In addition to the above rate structure either party to the franchise can request increases or decreases in the rates based on extraordinary circumstances.

Section 4. Sweet Home Ordinance No. 1261 passed in 2017 is hereby repealed.

Section 5. Expediency Clause. It is hereby adjudged and declared by the Sweet Home City Council that existing conditions are such that this ordinance is needed to be in effect at the time and date of its passage by the City Council and approval by the Mayor and it is hereby declaring an emergency to promote the public health, safety and welfare.

PASSED by the Council and approved by the Mayor this 11th day of September, 2018.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

Sweet Home Sanitation
City of Sweet Home - Proposed Rates

	7/1/2017	7/1/2018 (4.2% CPI)	8/1/2018 (8% Recycling)
Residential Service:			
Cans and Carts			
1-20 gallon weekly	\$11.60	\$12.10	\$13.00
1-35 gallon weekly	\$23.40	\$24.40	\$26.25
1-90 gallon weekly	\$28.85	\$30.05	\$32.35
Other Services			
Yard Debris Only	\$5.25	\$5.45	\$5.90
Recycling Only	\$5.25	\$5.45	\$5.90
Recall Fee	\$9.35	\$9.75	\$10.50
Access Fee	\$6.15	\$6.40	\$6.90
Commercial Service:			
90 gallon cart	\$32.15	\$33.50	\$36.05
35 gallon cart	\$23.45	\$24.45	\$26.30
1 Yard Container			
Rental	\$53.05	\$55.30	\$59.50
Once per Month	\$71.40	\$74.40	\$80.10
Every Other Week	\$89.60	\$93.35	\$100.55
Weekly	\$114.95	\$119.80	\$128.95
2X per Week	\$207.05	\$215.75	\$232.30
Extra Dump	\$31.85	\$33.20	\$35.75
1.5 Yard Container			
Rental	\$53.05	\$55.30	\$59.50
Once per Month	\$76.50	\$79.70	\$85.85
Every Other Week	\$101.85	\$106.15	\$114.30
Weekly	\$147.90	\$154.10	\$165.95
2X per Week	\$254.70	\$265.40	\$285.75
Extra Dump	\$37.75	\$39.35	\$42.35
2 Yard Container			
Rental	\$53.05	\$55.30	\$59.50
Once per Month	\$89.60	\$93.35	\$100.55
Every Other Week	\$115.00	\$119.85	\$129.05
Weekly	\$182.30	\$189.95	\$204.55
2X per Week	\$328.10	\$341.90	\$368.15
Extra Dump	\$42.60	\$44.40	\$47.80
3 Yard Container			
Rental	\$53.05	\$55.30	\$59.50
Once per Month	\$97.85	\$101.95	\$109.80
Every Other Week	\$175.20	\$182.55	\$196.55
Weekly	\$262.70	\$273.75	\$294.75
2X per Week	\$471.65	\$491.45	\$529.20
Extra Dump	\$47.10	\$49.10	\$52.85
4 Yard Container			
Rental	\$53.05	\$55.30	\$59.50
Once per Month	\$115.00	\$119.85	\$129.05
Every Other Week	\$182.30	\$189.95	\$204.55
Weekly	\$306.10	\$318.95	\$343.45
2X per Week	\$550.65	\$573.80	\$617.85
Extra Dump	\$76.50	\$79.70	\$85.85

Sweet Home Sanitation
City of Sweet Home - Proposed Rates

	7/1/2017	7/1/2018 (4.2% CPI)	8/1/2018 (8% Recycling)
Temporary 4 Yard Container			
3 Days	\$96.65	\$100.70	\$108.45
Extra Dump	\$76.50	\$79.70	\$85.85
Demurrage per Day After 3 Days	\$3.40	\$3.55	\$3.80
3 Tab Roofing (3 days)	\$143.70	\$149.75	\$161.25
Extra Dump	\$113.35	\$118.10	\$127.20
Roll-Off Services:			
20 Yard Box/per Haul	\$158.05	\$164.70	\$164.70
30 Yard Box/per Haul	\$180.60	\$188.20	\$188.20
48 Yard Box/per Haul	\$203.15	\$211.70	\$211.70
Tonnage	\$67.20	\$70.00	\$70.00
Delivery	\$11.70	\$12.20	\$12.20
Demurrage – after 3 days	\$11.70	\$12.20	\$12.20
Monthly Rental	\$116.85	\$121.75	\$121.75
Sweet Home Transfer Station			
Solid Waste 0-500 lbs Minimum Charge	\$20.40	\$21.25	\$21.25
Solid Waste 500 lbs or Greater	\$62.70/ton	\$70.00/ton	\$70.00/ton
32 Gallon Can	\$5.75/can	\$6.00/can	\$6.00/can
Yard Waste Clean	\$39.45/ton	\$41.10/ton	\$41.10/ton
Wood Waste Clean	\$34.00/ton	\$35.45/ton	\$35.45/ton
Refrigerators	\$24.75	\$25.80	\$25.80
Scrap Metal Clean	No Charge	No Charge	No Charge
E-Waste TV's, Computers, Monitors, Etc	No Charge (7 Item Max) \$5.20 each additional item	No Charge (7 Item Max) \$5.40 each additional item	No Charge (7 Item Max) \$5.40 each additional item
Used Motor Oil - 5 Gallon bucket or smaller	No Charge	No Charge	No Charge
Car Tires - Off Rim	\$5.75	\$6.00	\$6.00
Car Tires - On Rim	\$6.80	\$7.10	\$7.10
Commercial Equipment Tires	\$0.20/lb	\$0.20/lb	\$0.20/lb
Commingle Recycle (Not to Exceed 100lbs/load)	\$5.00/load	\$5.00/load	\$5.00/load

SWEET HOME CITY COUNCIL
COMMUNITY HEALTH COMMITTEE
MEETING MINUTES

August 20, 2018

The meeting was called to order at 6:00 p.m. in the City Hall Conference Room.

Present: Councilor Gourley, Jim Gourley, Dick Knowles, Bob Dalton, Larry Horton, Kate Hall, Carol Oldshield

Staff Present: Ray Towry, City Manager

Approval of Minutes July 16, 2018: (Gourley/Dalton)

Committee Reports:

Health Fair Committee: Bob Dalton reported although vendor numbers were up, participation was down for unknown reasons. There was discussion on how to better market the event including:

- Contact Churches next year to help market

- Add vendors opportunity to speak

- Add Town Halls throughout the year to connect with community members

- The “fun stuff” was at the beginning/outside. Maybe next year force the flow through the gym first

- Need different vendor parking area

- Potential to place in cafeteria for better visibility and utilize the front parking lot

- Missed CH2M, hot dogs kept people for lunch

- Missed Eclipse crowd

- Community Health did 170 finger prick blood tests

- Same date for next year

Western University/ City Project: Bob Dalton reported no movement; however, he was able to talk to Tom Yahraes, Sweet Home School District Superintendent, about working with displaced students. Carol Oldshield stated the County has 31 Health Navigators and will work with the School District to align kids with healthcare.

Councilor Gourley stated during the next meeting goals of each subcommittee will be discussed. Kate Hall asked what the objective of the group was. Bob Dalton stated the committee needs to stay focused on areas they are trying to address. Lisa Gourley stated the goal was different types of health; physical, mental and social. Subcommittees were formed to tackle issues and bring others to the table to help address issues.

Western University/ City Outreach: Dr. Horton reported he met with Di Lacey in July and received an email from a student indicating they are close to a final document regarding community input forums.

Hero Banner Project Jim Gourley stated they are looking for an external group to take over the project.

Community Resources Committee: It was reported committee membership is dwindling. The Dierdorfs have a conflict and will not continue with the committee.

The Committee is looking to have public restrooms, showers and clothes washing facility, if possible a portable unit.

Hepatitis A epidemic was discussed noting low wage workers/homeless are inadvertently spreading the disease.

It was reported a nursing home is closing in Sweet Home. Discussion on displaced workers and future possibilities for the building ensued.

Good of the Order:

Meeting adjourned.

With no further business the meeting adjourned at 6:59 pm

The foregoing is a true copy of the proceedings of the City Council Community Health Committee Meeting on August 20, 2018.

Chair – Councilor Gourley

Date:



City of Sweet Home
1140 12th Avenue
Sweet Home, OR 97386
541-367-5128
Fax 541-367-5113
www.ci.sweet-home.or.us

Finance Department

To: City Council
Ray Towry, City Manager

From: Brandon Neish, Finance Director

Subject: Finance Department Monthly Report – August 2018

The Finance Department is responsible for the for the fiscal management of the City of Sweet Home. This includes accounts payable, payroll, general accounting, preparing the annual budget and the city's annual audit. This department also administers the city's assessment docket, coordinates employee's benefits and maintains financial records relating to grants and contracts. The following information represents the department's activities during the month of **August 2018**.

Accounts Payable:

The Finance Department maintains a weekly schedule for AP disbursements when possible. City departments submit documentation through Springbrook to request payment to vendors. Once the Finance Department has a completed purchase order and invoice/receipt, a check is printed and mailed within seven (7) business days.

For the month of August 2018, 206 checks were printed totaling \$716,836.54. A list of the checks is provided for your review. Below is a list of the checks that were equal to or exceeded \$5,000 and their purpose (if not clear on list).

<u>Check No.</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
87554	CIS Trust	Annual premium for property & liability insurance	\$163,952.90
0	EBS Trust	Monthly group insurance premium	\$74,871.62
87637	S EA	Architecture fees for New City Hall	\$19,233.90
87681	CH2M OM Services	Overage charges for CH2M/Sweet Home contract	\$9,080.76
87684	Ferguson Waterworks	Hydrant meters	\$5,160.12
87701	MurraySmith	Professional engineering services	\$68,568.08

Passports:

Since 2001, the city has been accepting passport applications for the United States Department of State. Travelers can call, stop by city hall or visit the city's website for information on application requirements.

For the month of August 2018, the city processed 16 passports and took 16 passport pictures.

Lien Searches:

The city has various liens that can be applied to properties in Sweet Home. The city can apply a lien for past due utility balances or a property owner can place a lien on their property for improvement assessments per ORS. An internet database maintains a list of these liens and is searchable by title companies for paying off outstanding balances during a sale. Each lien search generates \$25.00 for the city.

For the month of August 2018, 109 lien searches were completed.

Utility Billing:

In July 2017, utility billing became the responsibility of the Finance Department. Utility billing is responsible for the timely reading of water meters in the city and distribution of bills to residents and businesses. The revenue generated from the utility bills covers the costs associated with operating and maintaining the Water Treatment Plant and the Wastewater Treatment Plant as well as the maintenance of the city's distribution and collection systems.

For the month of August 2018, the city processed 254 service requests and saw 19 new customers open accounts in Sweet Home. In total, 52 accounts were opened and 45 were closed. The city processed 3,281 utility billing statements and 910 past due notices. 84 accounts were turned off for non-payment on August 8, 2018.

MEMORANDUM



TO: City Council
Ray Towry, City Manager
Interested Parties

FROM: Jerry Sorte, Community and Economic Dev. Director

DATE: September 6, 2018

SUBJECT: Community and Economic Development Department Report for August 2018

The Community and Economic Development Department (CEDD) consists of the City's Building, Planning, Economic Development, Code Enforcement, and Parks and Recreation programs. The following is a summary of activities for the month of August 2018.

1. BUILDING

- Summary of Building Program Permits Issued (August 1, 2018 - August 31, 2018).

Construction Category	Number of Permits
Residential 1 and 2 Family Dwellings	1
Residential Manufactured Dwellings	1
Residential Structural	6
Residential Mechanical Permits	8
Residential Plumbing	1
Residential Demolition	1
Commercial Mechanical	0
Commercial Structural	2
Commercial Plumbing	0
Commercial Demolition	0
Total Permits	22
Value Estimate of All Permits	\$618,917.00

2. PLANNING

- Summary of Planning Division Permits Issued (August 1, 2018 – August 31, 2018).

Permit Type	Number of Permits
Conditional Use Permits	2
Variance	1
Partition	1
Property Line Adjustments	2

Notes: In July, the Department welcomed Angela Clegg as the new Associate Planner with the department. The Department is planning to move forward amendments to our development code. We will likely seek assistance from a consultant in order to add capacity to the department. Staff provided support to the Planning Commission at their meetings on August 6,

2018. Staff also provided support to the Park and Tree Committee Meeting at their meeting on August 15, 2018.

3. ECONOMIC DEVELOPMENT

I attended the Sweet Home Active Revitalization Effort (SHARE) meeting on August 2, 2018. I also attended a seminar on crowdfunding on August 7, 2018 that was presented at LBCC's Sweet Home Center. The City has received applications under the Commercial Exterior Improvement Program improvements to four (4) businesses. The Grant Review Committee met on August 16 and 21, 2018 to review these applications.

Starting on September 6, 2018, the Regional Accelerator and Innovation Network (RAIN) Venture Catalyst, Corey Wright will begin holding "Mentor Hours" on the first Thursday of the month from 9 AM to noon at Sugar Vibes in Sweet Home. This consists of free business coaching with experienced entrepreneurs. Corey Wright is a resource to Sweet Home entrepreneurs and can be contacted at corey@oregonrain.org.

4. PARKS – RECREATION PROGRAMMING

The City hosted a movie in the park on August 23, 2018. Community members enjoyed the movie "Coco." Staff estimates that there were close to 100 community members in attendance. Planning is well underway for Harvest Festival; which will take place on Saturday, October 6, 2018 from 10 AM to 2 PM.

5. CODE ENFORCEMENT

Staff will schedule a Code Enforcement update to the Council for an upcoming Council meeting.

*Jim & Karen McNutt
538 Shan Creek Road
Grants Pass, OR 97527*

August 27, 2018

Fire Chief Dave Barringer
Sweet Home Fire Department
1099 Long Street
Sweet Home, OR 97386

Dear Fire Chief Dave:

Re: Taylor Creek Fire – 538 Shan Creek Road
Week of July 22 & Week of July 29, 2018

Dave, we would like to thank you and Jason for your professional and calming manner when you informed us that we were now Level 3 and what to expect to happen.

You put us at ease (as much as one could be in this situation). We appreciated that you stopped by many times to see how we were doing and what we needed if anything.

You mentioned that there were other firefighters from your department here working the Taylor Creek Fire and we thank Sweet Home for sending all of you to fight this fire.

We thank you for your dedication to your profession to keep us safe. We know that firefighters put themselves in harm's way to protect us and we sincerely thank all of you for that. Please stay safe when you are called out on a fire.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim & Karen", with a stylized flourish at the end.

Jim & Karen McNutt

k

cc: Sweet Home City Council



August 30, 2018

Ray Towry
City Manager
City of Sweet Home
1140 12th Avenue
Sweet Home, OR 97386

RE: Important Information—Price Changes

Dear Mr. Towry,

All of us at Comcast are committed to delivering the entertainment and services our customers in the City of Sweet Home rely on today, and the new experiences they will love in the future. As we continue to invest in our network, products and services, the cost of doing business rises. One of our largest costs, and one that continues to increase, is the fees we pay to programmers so that we can continue to offer the best in entertainment, news and sports. As a result, starting October 1, 2018, prices for certain services and fees will be increasing, including the Broadcast TV Fee and Regional Sports Fee. Please see the enclosed Customer Notice for more information.

While some prices may increase, we continue to invest in technology to drive innovation. We are working hard to bring our customers great value every day and exciting new developments in the near future, including:

- Talk to the X1 Voice Remote to navigate content
- We offer the first talking TV guide for those with visual disabilities
- Netflix, YouTube, Pandora, and Sling TV and more apps are available on X1
- We continue to make customer interactions simpler with more all-digital tools as an alternative to visiting a store or calling.
- Speed upgrades allowing us to offer the fastest Internet speeds to the most homes in the country
- Control of home WiFi from anywhere, on any device, with xFi
- 19 million Xfinity WiFi hotspots available nationwide

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 503-605-6357.

Sincerely,

Tim Goodman
Director, Government & Regulatory Affairs

Attachment: Customer Notice

Important Information Regarding Your Xfinity Services and Pricing

Adair Village, Albany, Benton County, Corvallis, Lebanon, Linn County, Millersburg, Philomath, Sodaville, Sweet Home, Tangent, Waterloo, OR

Effective October 1, 2018

We hope you are enjoying your Xfinity services.

I am writing with some important information about your Xfinity service.

As homes and families rely more on technology, we're working to bring you better and more reliable services. We're improving our products, strengthening our network, and investing in technology. We're always working to provide the programming you value and enjoy, whether it's on TV or streaming on your smartphones, tablets, and laptops.

Unfortunately, programming fees—the fees networks and broadcast stations charge us to deliver programming—continue to rise. These are among our biggest expenses, along with the cost of always improving our products and services. Though we absorb many of these costs, some must still be passed through to customers.

We understand that price increases are never welcome. While some fees may be going up, we hope you see your services improving as well.

I know you have choices when it comes to service providers, and I appreciate that you chose us. From our products to our people, we're committed to delivering experiences you'll love.

Thank you for being an Xfinity customer.

Sincerely,

Rodrigo Lopez
Regional Senior Vice President

We're committed to improving your experience. Here's some of what we offer:

- The fastest Internet speeds to the most homes in the country
- Increased Internet speeds 17 times in 17 years
- 90% of our customers can now get 1 Gigabit download speeds if they choose—no other major provider can say that
- The Emmy Award-winning X1 platform delivers the most user-friendly experience
- The X1 Voice Remote integrates with some of your favorite apps like Netflix and YouTube
- The new Xfinity xFi platform gives Internet customers unmatched speed, coverage, and control with their home Internet service
- 19 million Xfinity hotspots nationwide
- The Xfinity Stream app provides the most free shows and movies
- Xfinity On Demand offers 163,000+ shows and movies

More details on these price changes are enclosed. For additional information, go to xfinity.com/pricechanges.

If you are currently receiving services on a promotional basis, under a minimum term agreement associated with a specific rate, the prices for those specific services will not be affected during the applicable period. However, equipment charges, taxes and fees, including Broadcast TV Fee and Regional Sports Network Fee, are subject to change.

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