



CITY OF SILETZ

AGENDA

Meeting: City Council Work Session
Date: Monday, July 8, 2024
Time: 5:30 PM
Location: Council Chambers, City Hall

1. Call Meeting to Order and Establish a Quorum
2. Water / Sewer Agreement - City and CTSI
3. Funding and Project Update for the Sewer Rehabilitation Project
4. Attorney – Local Law Group - General Discussion
5. Water Meter Installation Project
6. The City Council may convene into an Open Session and act on any of the above work session agenda items in accordance with Oregon Public Meetings Laws
7. Adjournment

To Participate by Zoom:

Join Zoom Meeting

<https://zoom.us/j/97601861244?pwd=FTn5uYCQS0EWOCfPtfGNmj0EmSSFRV.1>

Meeting ID: 976 0186 1244

Passcode: 855793

Dial by your location

• +1 253 205 0468 US

Meeting ID: 976 0186 1244

Passcode: 855793

Water / Sewer Agreement – City & CTSI

CONTRACT FOR WATER SERVICE
BETWEEN THE CITY OF SILETZ, OREGON

THE CONFEDERATED TRIBES OF SILETZ INDIANS OF OREGON

In accordance with the City of Siletz ("City") Ordinance No. 58 regarding water facilities, the City and the Confederated Tribes of Siletz Indians ("CTSI") agree as follows:

1. Agreements Affected.

1.1 This Agreement replaces those water service agreements dated in November 1982, and in 1987.

1.2 That agreement dated August 1994 — the "Dundas" Agreement - is only amended as provided herein but this agreement is not intended to affect the transfer of water rights.

2. Definitions

2.1 This agreement is intended to provide the basis for the City to provide water service delivery for CTSI to distribute to the CTSI water system facilities which provide water service to CTSI property.

2.2 "CTSI property" means all real property whether held in trust by the U.S. Department of Interior or by CTSI directly and served by water originating from the City facilities.

2.3 References to "City facilities" means, where applicable, a system for the provision of piped water for human consumption subject to regulation under ORS Chapter 448 and any other applicable Oregon State regulations in effect at the time of this agreement, or as amended in the future.

2.4 References to "CTSI water system facilities" means, where applicable, a system for the piping of water for human consumption, including transmission mains or other necessary lines, necessary pump stations, individual service meters and telemetry systems, where the water for such system(s) is provided by City.

2.5 "Improvements" means upgrades, rehabilitation, repairs, replacement, or expansions of the City or CTSI water system facilities, including but not limited to supply, treatment, storage, transmission, or distribution facilities where such Improvements affect delivery of water services to any CTSI property and whether or not such Improvements are planned by the City or CTSI. "Improvements" shall not include routine maintenance, normal, or emergency repair or replacement of City or CTSI

facilities where such does not directly affect the City's delivery of water service to CTSI for CTSI property.

3. General Terms

3.1 Subject to the terms of this agreement the City will provide potable water for distribution by CTSI-to-CTSI property or directly to tribal properties or households. All water provided hereunder by the City is in exchange for payment for said water service as set forth in this agreement. Water rates are those in effect on the date of this agreement and may increase as provided in Section 5 below.

3.2 A condition to City responsibility hereunder is that the CTSI property must be within an agreed upon and legally allowed City water service area. The parties stipulate that this agreement is intended to comply with Oregon Land Use Goal 6, and that providing water to CTSI is the only practicable alternative to mitigate a public health hazard which may result without water and will not adversely affect farm or forest land. However, upon any administrative or court decision which makes performance of this agreement illegal or limited, the parties agree that this agreement will be modified by such decision, subject to Section 19.

4. CTSI Design, Construction and Maintenance.

4.1 CTSI will design and construct any new facilities and maintain and test water service delivery facilities owned or operated by CTSI. The CTSI facilities shall under this section be defined to include transmission mains or other necessary lines, necessary pumping stations, individual service meters and telemetry systems between existing or new City water delivery systems via CTSI facilities to CTSI property. CTSI shall maintain ownership and responsibility for maintenance, repairs, and replacement of water service delivery facilities on and for CTSI property including after construction and certification of any new water service delivery facilities.

4.2 CTSI hereby grants City all necessary and reasonable access to the CTSI owned master meter to read the water through-put or to install automatic reporting hardware on the master meter at City's election and expense.

4.3 CTSI and City agree all water systems shall meet or exceed generally accepted civil engineering standards for such systems when constructed and shall be maintained using applicable engineering standards at the time of such upgrade or any Improvements.

5. CTSI Obligation to Pay for Services; City Obligation to Reimburse CTSI for Tribal Contributions.

5.1 Except as otherwise provided herein or in the attached Addendum, CTSI will be charged and agrees to pay for water service delivery at the same per-volume rates the City charges its citizens and commercial water customers. CTSI acknowledges that within the water rate structure, Oregon law requires certain future City water system facilities to be planned for maintenance, repair, and possibly replacement, that the rates therefore are and will continue to be more than the raw cost of water delivery. Further, that due to the general escalation of costs, and the obligation of the City to follow Oregon law regarding its water facilities planning, that per volume rates may increase as the City may lawfully implement pursuant to and following advertised public meetings, meetings in which CTSI may provide written or oral comment/testimony.

Commented [LC1]: This section discusses rates, and clearly states that CTSI will be charged the same rates as City customers.

5.2 CTSI acknowledges that the City will need to periodically make water service delivery facility Improvements and repairs as the existing water delivery facilities age and as requirements arise for Improvements pursuant to Section 6 of this agreement. CTSI will be charged and agrees to pay for water system Improvements and repairs on the same basis that the City charges its citizens and commercial water consumers, including system development charges, system hook-up fees or any other City service fees that the City also charges other City residents and non-CTSI developments.

~~5.3 City acknowledges that CTSI may pay for and construct some of the water delivery facility Improvements and repairs determined and coordinated between the City and CTSI under Section 6 of this Agreement or may contribute to the City for improvements undertaken by the City.~~

~~5.3.1 To the extent CTSI's costs of such improvements or repairs ("reimbursable costs") are paid for by CTSI from CTSI's unrestricted assets or funds or from funds that have not been designated specifically for water facility costs (not including state or federal funding or grant funding designated for a specific water facility construction, improvement or repair cost), such reimbursable costs shall be incorporated into the City's monthly water billing to all City water users, for repayment to CTSI over time and in the same manner and extent to which any City water facility Improvement or repairs may result in legally increased water rates. The parties recognize that the City has legal limits on its ability and process to increase water rates under Oregon State law; to the extent the reimbursable costs or any portion of them do not arise in connection with a project under which the City may legally raise its water rates to repay, the parties shall jointly seek grant or other funding to repay such reimbursable costs.~~

~~5.3.2 CTSI reimbursable costs shall in all instances be costs the parties in good faith agree qualify under Section 6 of this Agreement, subject to the mediation and arbitration provisions of this Agreement. CTSI shall upon request provide any documentation required by the City substantiating any requested~~

reimbursable cost(s); such documentation from CTSI is required to meet City GAAP requirements and satisfy the City's auditors.

5.3.3 Subject to any restriction or condition stated in this Agreement, the City will remit the funds collected for CTSI's reimbursable costs to CTSI on a quarterly basis, beginning at the end of the calendar quarter after the City has completed an account of the reimbursable costs from CTSI and has established a legally allowed increase in water rates to repay the reimbursable costs. City will provide CTSI with an annual breakdown showing the amounts charged and collected to repay such reimbursable cost. Reimbursable costs shall not accrue fees or interest to CTSI. Funds allocated for repayment to CTSI for its reimbursable costs under this section shall be subject to an administrative fee set out in the addendum for the City's costs associated with the quarterly and annual accounting and remittance of such reimbursable costs.

5.4 Ongoing Water Service Delivery Costs Reimbursement to Tribe. The parties agree to adopt an addendum to this agreement setting forth the credit to CTSI for water costs based on services provided by the Tribe that would otherwise have been provided by the City. The parties intend to adopt and negotiate this addendum every three (3) years or at such time as the parties agree that the circumstances have significantly changed. The parties shall not be required to negotiate issues other than those pertinent to the addendum. The parties further agree that approval of this agreement is contingent upon approval of the addendum by each party.

6. Improvements to City of Siletz or CTSI Water Facilities Affecting Service to CTSI.

6.1 For purposes of this section, the City and CTSI shall endeavor to jointly collaborate on Improvements of the City or CTSI water system facilities where such Improvements have a substantial impact on the delivery of water by City to CTSI.

6.2 The parties agree to collaborate to determine any Improvements based on criteria including preservation and enhancements of the general health, welfare, and safety of the residents and customers of the parties and the parties' facilities and properties.

6.3 When the City or CTSI proposes that such Improvements are necessary and/or appropriate, the parties shall jointly plan and design such Improvements using a qualified and agreed upon engineer(s). In the event there is a disagreement between the City and CTSI over whether such Improvements are necessary or appropriate, the scale of such improvements or the design of such improvements, or the cost allocation between the parties, said dispute shall be resolved pursuant to the dispute resolution provisions of this agreement in Section 11.

Commented [LC2]: This section gives CTSI the ability to unilaterally "propose" "necessary" improvements, and if the City disagrees, it will have to go through a dispute resolution process. I advise this section be removed - it is the City's water system, not CTSI's, and the City should not give away its authority over its own water system.

6.4 All water facility Improvements shall be designed, constructed, and tested in accordance with accepted federal, state and industry engineering and construction standards in

effect at the time of construction. No Improvements shall be put into service until both appropriate City and CTSI staff (or the respective party's engineer) sign off on such facilities that they are substantially complete and ready for their intended use. Each party shall obtain all required permits, approvals, and certifications at no cost to the other party.

6.5 The City shall have the right to have a qualified engineer review and inspect any Improvements planned on CTSI property, such inspection to be made prior to construction and inspected during construction at regular intervals and after construction by CTSI, and CTSI shall have the right to have a qualified engineer review and inspect any Improvements planned by the City, such inspection to be made prior to construction and inspected during construction at regular intervals and after construction by City.

6.6 To implement Section 6.4 and 6.5, each party shall notify the other in writing to the address for Notices listed below of a time frame for response, giving not less than 15 workdays for the sign off or to perform inspection(s) unless the parties have otherwise agreed in writing on a schedule. If a party does not respond to such notice(s), or if they do not exercise rights of inspection and approval, they shall be deemed to have waived rights hereunder for inspection and approval.

6.7 Neither party shall have an absolute veto, implied or expressed by the terms of Section 6.4 and 6.5, over another party's Improvements or the implementation of same. If a party in good faith believes there is a legitimate engineering-type issue which may cause damage to or substantially affect either party's operating costs, or water facilities, including safety and for public health reasons, said party may make a written objection to the subject Improvements. All such written objections are to be made within the 15 working days of any inspection identifying the subject of the written objection. Resolution of such written objections shall be subject to the dispute resolution process under Section 11. The subject Improvements, however, may be implemented during the time for the dispute resolution process to complete at a party's option, said party assuming the risk of being ordered to reverse or de-construct or modify the subject Improvement as a result of the dispute resolution process.

7. Ownership of Facilities; CTSI Facilities Defined; Owned & Managed by CTSI. CTSI will own and maintain all water service facilities located on and serving CTSI property (excluding any water facilities owned by City). CTSI shall read, replace, and maintain all water meters they own.

Subject to Section 6.7, neither party shall be liable for any claims by the other party resulting from design or construction of water system Improvements within said other party's own jurisdiction, in the absence of gross negligence or willful misconduct by the other party directly related to such design or construction, causing damage to the aggrieved party.

8. Disputes involving payment of service fees, emergencies, shortage of water.

8.1 Payment of Service Charges. Notwithstanding Section 10, should CTSI fail to pay

the City for any monthly service charges or any other sum owed to the City by CTSI under this agreement, within 30 days of billing, the City may enter into collection or legal proceedings in the Lincoln County Circuit Court to recover such sums owed, and CTSI shall pay to the City all costs associated with the collection of the unpaid sums, including but not limited to attorney fees, expert witness fees, costs, and interest at the prevailing legal rate.

- 8.1.1 If after completion of the remedy in Section 8. 1, CTSI has failed to pay such sums owed, the City shall have the right to give CTSI notice of its intent to discontinue water service to CTSI on the 45th day following the date of such notice. CTSI shall pay a \$25.00 charge plus all amounts due in such event or to reinstate water service after it has been disconnected.

8.2 Emergencies. The parties acknowledge that due to natural disasters and other

emergencies, temporary or long-term water shortages or water system failures may occur from time to time and temporarily interfere with or cause cessation of water service provided by the City to anyone. CTSI agrees to indemnify and hold the City harmless from any claims, demands, suits, actions, and damages alleged by any CTSI customer or by CTSI arising out of the City's inability to furnish water of sufficient quality and quantity to meet the current or planned domestic or fire protection needs for CTSI property, so long as the City does not discriminate against CTSI in any reduction of water service to CTSI

- 8.2.1 The City agrees that it will take all such actions as are reasonable, prudent, and necessary under the circumstances to restore normal water service delivery to CTSI properties on the same basis that such service is being restored to other City water service customers. CTSI agrees that such emergencies are not foreseeable and such events shall not constitute a breach of this agreement by the City.
- 8.2.2 Both parties agree that under emergency circumstances, including during any declared drought, they will abide by the water curtailment policy outlined in the City's water conservation plan or any amended plan, or mandates from Oregon's government.

9. Interdependence of Contracts. The parties acknowledge that this water service agreement is interdependent with an agreement for sewer services between the parties (and any amended agreement for sewer services), and therefore the breach of one contract by any party is a breach of both.

10. Dispute Resolution Process.

- 10.1 The parties agree that any disputes arising out of this agreement shall be addressed first

through a meeting between party representatives (designated by the party's governing body) to attempt an amicable solution to the dispute. The parties agree to meet within one week of the dispute and to negotiate in good faith.

10.2 If an agreement is not reached by informal meetings within 30 days from the first meeting provided for in Section 10.1, the parties agree to use mediation utilizing the Arbitration Service of Portland, Inc., or an equivalent arbitration service. The costs of the mediator services shall be evenly shared by the parties.

10.3 If the parties do not resolve their dispute in mediation, they agree to arbitrate utilizing the Arbitration Service of Portland, Inc., or an equivalent arbitration service. The parties agree the criteria for the arbitrator's decision shall be framed by any claim's terms, but that the claims must be based on this agreement's terms. The prevailing party in arbitration shall be entitled to its reasonable attorney fees and costs, including deposition costs, arbitrator fees and filing fees.

11. Limited Waiver of Sovereign Immunity. CTSI hereby agrees to waive its sovereign immunity in a limited fashion for the purposes of this agreement, for any remedies or action provided for in this agreement. Such waiver of sovereign immunity shall be expressly referenced in the Tribal Council resolution authorizing this agreement. CTSI's limited waiver of sovereign immunity is specifically limited to include:

11.1 The collection of any amounts of money or any sum owed under this agreement, plus reasonable attorney fees, costs and expenses associated with said dispute collection under Sections 8 and 10 of this agreement.

11.1.1 Any action for any equitable or legal remedies related to this agreement. As a result, CTSI will not object to being brought under the jurisdiction of an arbitrator or the Lincoln County Circuit Court or Court of Appeals, under this Section.

11.1.2 CTSI's limited waiver of sovereign immunity does not extend to indirect or consequential damages and shall not include punitive damages. CTSI's limited waiver of sovereign immunity under this agreement is solely for the City and confers no rights or benefits on any third party or person. CTSI acknowledges and will provide that its insurance carrier will not raise sovereign immunity as a defense in any action under this agreement.

12 Insurance. CTSI and the City shall each carry sufficient insurance (or be sufficiently self-insured) to satisfy its responsibilities and obligations under this agreement including claims involving third party liability, property damage, and personal injury.

13 Termination.

13.1 Neither party may terminate this agreement without the agreement of the other Party, except for cause including pursuant to Section 8, above.

13.2 Upon termination of this agreement the City shall be responsible for supplying water services for CTSI properties on the same basis the City provides water service to other outside of City limits customers in the water service area so long as CTSI does not have any alternate source of water developed and so long as CTSI provides payment to the City at a rate of 200% of the rate paid by City customers for tribal properties located outside City boundaries, provided, that if CTSI maintains its transfer of its .26 cfs Dundas water right to the City under the August 8, 1994 "Dundas" Water Services Agreement after such termination, all tribal water rates shall remain at the in-City rate. This section does not preclude CTSI from taking legal action to challenge any revised rate set out herein.

13.3 Upon termination of this agreement and upon separate implementation of Section 8 of the Dundas Property 1994 water services agreement resulting in immediate transfer of the .26 cfs Dundas Property water right back to CTSI, CTSI shall also reimburse the City all accrued expenses associated with maintaining the Dundas property water rights. Any such reimbursement shall be offset by the value of the water right to the City during the transfer period, as determined by an independent appraiser.

14. Notices. Any notices to or communications by either party to the other party shall be in writing and delivered personally, by certified mail, or by e-mail with return receipt requested (and verified by telephone contact when e-mailed), as follows:

TO THE CITY:

or

TO CTSI

_____	_____
_____	_____
_____	_____

15. Uniqueness; Non-Assignment. This agreement is unique to the parties and may not be assigned. This agreement is solely for the benefit of the parties hereto and confers no rights or benefits on any third parties.

16. Authorization. The signers of this agreement represent that they have the power and authority to bind the parties for whom they are signing.

17. Completeness. This agreement constitutes the entire agreement between the City and CTSI and supersedes all prior agreements or amendments thereto on the subject of water service except for the terms of the 1994 "Dundas" agreement which are affirmed, adopted or amended herein.

18. Amendment. Any amendments to this agreement must be agreed to by both parties in writing.

19. Survival of Terms. In the event any provisions of this agreement are declared invalid or illegal, it is the intent of the parties that the remaining provisions shall remain in full force and effect.

For The Confederated Tribes of Siletz Indians ("CTSI")

Sign:

Date:

For The City of Siletz ("City")

Sign:

Date:

Funding and Project Update for the Sewer Rehabilitation Project

Barbara Chestler

From: SOTO Rene * DEQ <Rene.SOTO@deq.oregon.gov>
Sent: Wednesday, June 26, 2024 5:13 PM
To: Barbara Chestler
Cc: ULIBARRI Julie * DEQ
Subject: Congratulation, the City of Siletz' CWSRF Application Has Been Accepted onto the Next IUP!

Congratulations, City of Siletz!

Your CWSRF planning loan application has been scored and accepted.

It is in the process of being added to the next Intended Use Plan (IUP), scheduled for publishing in August/September 2024.

What to Expect Next:

- Complete Loan Exhibits: Below is a list of nine (9) financial exhibits (A, C-G, I, T) necessary to get to loan signing. Exhibits A-D & T are required for all borrowers and Exhibits E-I are case dependent.
- Project Listed on IUP: When the next IUP is finalized (in mid-August/early-September), the borrower will receive an email from DEQ Clean Water State Revolving Fund Program Analyst, Chris Marko notifying you the project has been listed on the finalized IUP.
- Draft Loan Agreement Attorney Review: In addition to the exhibits, an attorney letter verifying review of the draft loan agreement is required before loan signing. Once the next IUP is finalized and all required exhibits are submitted, DEQ will begin the drafting the loan agreement for the borrower's attorney to review.

Steps borrows Can Take While Waiting for IUP Publishing:

- While waiting for the next IUP to be finalized, you may start work on completing the required financial exhibits relevant to your loan type, outlined below. Examples of some of these required exhibits are attached for your reference.

Before Loan Signing – A loan can NOT be signed until the IUP is finalized and all the required exhibits have been submitted.

Financial Exhibits:

- **Exhibit A:** Three (3) Years of Audited Financial Statements.
- **Exhibit B:** Authority to Undertake Project.
 - o A resolution granting signature authority to an authorized representative of the borrower to undertake the loan agreement. And, granting establishment of a loan reserve account.
- ✓ **Exhibit C:** Revenue Authority.
 - o Provides evidence the applicant has the authority to collect and pledge the revenue offered as repayment.
 - o Typically copies of a city code or existing ordinance granting authority of governing body to collect revenue.
 - o Or, can also be included in the "Attorney Letter" required to move from draft loan agreement to loan signing.
- ✓ **Exhibit D:** Approved City Budget.

- In addition, if the project budget has changed from what was submitted with the application, please submit an updated project budget as well.
- Exhibit E. Interagency Agreements - if applicable.
 - For projects serving two or more public agencies.
 - A copy of the executed inter-agency agreements, contracts or other legally binding documents.
- Exhibit F. Sewer Revenue Bonds - if applicable.
 - If the City has any sewer revenue bonds, please provide the ordinance, code, rule, granting authority to issue sewer revenue bonds.
- Exhibit G. Other Bonds Statement - if applicable.
 - If the City has any other bond debt, please provide a statement of all other bond debt.
- Exhibits I. Evidence of a User Charge System - if applicable.
 - If the applicant will be securing and repaying the loan with system user revenues.
 - Copy of user charge system that includes a rate structure with adequate revenue to provide for operations and maintenance (including appropriate replacement reserves) and debt services.
- **Exhibit T. Suspension and Debarment.**
 - Provide a Screen shot of the borrower's system of award management (SAMS). (

Attorney Letter - At Loan Signing:

- The city will provide a letter from counsel demonstrating an attorney has reviewed the draft loan agreement, before moving to loan signing.
- The "Attorney Letter" can also include language required for Exhibit C requirements. If the City would like to include Exhibit C language into their attorney letter, please notify me.

Should you have any questions at any stage of this process, please feel free to reach out to myself or Julie Ulibarri, WR Technical Specialist to CWSRF, at Julie.Ulibarri@DEQ.Oregon.Gov.

Thank you,
~Rene S.



Rene Soto (*He, Him, His*)

Project Officer, Clean Water State Revolving Fund (CWSRF)
Oregon Department of Environmental Quality
165 East 7th Ave., Suite 100
Eugene, OR 97401
Cell: 503-358-0763 | Rene.Soto@DEQ.Oregon.Gov

Attorney- Local Law Group- General Discussion

Barbara Chestler

From: Lori Cooper <Lori@localgovtlaw.com>
Sent: Wednesday, June 26, 2024 3:07 PM
To: 'Worman, William K'; Barbara Chestler
Subject: CTSI Water Agreement
Attachments: Siletz-CTSI Water Agreement Draft 06.26.24.docx

Hello Mayor Worman and Barbara,

I was informed by Ross Williamson of our office that he received a call from you this morning about the draft water agreement which I sent out to you and to the tribe's attorney yesterday.

Apparently, the draft I sent was not what you thought we had agreed upon during our phone conversation on June 10.

I sincerely apologize – from my notes and my recollection of our call, I thought we had talked through the concerns you had expressed during our call, and had agreed on making some changes (but not others, which I removed) to the draft agreement I had sent to you.

I was fully aware that you had concerns that the Tribe was not expecting any major changes from the previous draft from 2022, and I explained that the revised draft I provided was not changing the meaning of the previous draft, but expressing it in clearer terms.

We also discussed that I would consult with the Tribe's attorney and explain that the revised draft looked a bit different than the 2022 draft, but that the substance of the two drafts was almost the same as the previous draft, with clarifications and the addition of a few terms (such as "surplus " water).

When I talked with the Tribe's attorney yesterday, she seemed to understand this intent and didn't express any concerns or reservations.

I suspect she forwarded the draft agreement I sent her to the Tribe for review without first discussing with the Tribe that the substance of the most recent draft is very similar to the 2022 draft, so when the Tribe saw that the new draft "looked" different than the 2022 draft, they assumed the substance of the new draft was much different than the previous one.

Ross explained that on your phone call with him this morning, you made it clear that you want to use the 2022 draft, with only two specific revisions:

1) the reimbursement provisions removed (parts of Section 5), and 2) the rate provisions.

I have attached the 2022 draft with just those revisions (although the rate language is the same as before – see Section 5.1. If you would like the rate language to be something other than what is in Section 5.1, please let me know).

You will also see in the attached draft that I advise that Section 6.3 be removed, because I believe it gives the Tribe too much leverage over any changes the City may need to make to its water system. As with any legal advice, you don't need to follow it, but I need to provide the advice because that is what you are paying me for, and because I have professional ethical obligations to zealously represent my clients!

As we discussed on June 10, I think the draft I provided previously (and sent to the Tribe's attorney yesterday) is clearer and protects the City a bit more than the attached revised 2022 draft.

But it is ultimately up the City Council to make that decision. I will provide a memo to the Council to that effect before they consider and approve the water agreement.

Please review the attached draft and let me know if it contains what the City wants in this agreement.

Thank you,

Lori J. Cooper

Attorney, localgovtlaw.com

Local Government Law Group P.C.

975 Oak Street, Suite 700

Eugene, OR 97401

541.485.5151



Barbara Chestler

From: Lori Cooper <Lori@localgovtlaw.com>
Sent: Tuesday, June 25, 2024 3:34 PM
To: Lea Ann Easton
Cc: Barbara Chestler; 'Worman, William K'
Subject: RE: Water/Sewer Agreement CTSI and City of Siletz
Attachments: Draft Water Agreement LJC 062524.docx; Prelim Rate Study 3.11.24.pdf

Hi Lea Ann,

It was nice chatting with you today.

As we discussed, I have attached a draft of the water agreement between CTSI and the City of Siletz. This is only a draft, and the City is open to discussing changes to this draft.

I have re-formatted the agreement so that it reads easier, and have also added a few things and deleted a few things from a draft that the previous city attorney and the Dorsay firm had been working on several years ago.

As I mentioned on our phone call, I have deleted Section 5.3 from the previous draft, regarding reimbursement. The City is not sure this section is necessary, and as you and I discussed, you will confer with your client on this matter and let me know if they have any objections to removing these reimbursement provisions from the agreement.

I also mentioned to you that I added language about "surplus" water, and how that is a term of art. It just denotes that under state law, by agreeing to provide water to CTSI under this agreement, the City is verifying that it has enough water to provide for City needs as well as to provide water to the tribe.

In addition to the updated draft water agreement, as we discussed, I am also attaching the rate study that was done for the City (you had mentioned that you heard that some kind of study had been done by the City – I think this rate study is probably what you heard about).

You mentioned that you thought that the sewer agreement between the City and CTSI had already been completed (and maybe adopted?). I stated that the City does not have a copy of that sewer agreement, and you said you would look in your files and/or ask your client for a copy of that agreement.

Finally, we talked about the "addendum" that is referred to in the previous draft of the agreement, and that, since the City does not have a draft of this addendum (if one was ever drafted . . .), you would review your files and/or ask CTSI if they have this document.

Please let me know if there is anything in this summary that is incorrect or things from our phone call that I have not captured.

Thanks,

Lori

Lori J. Cooper
Attorney, localgovtlaw.com
Local Government Law Group P.C.
975 Oak Street, Suite 700

Eugene, OR 97401
541.485.5151



WATER PURCHASE AND SALE AGREEMENT

This Agreement is between the City of Siletz, a municipal corporation of the State of Oregon ("City"), and the Confederated Tribes of Siletz Indians ("CTSI"), a federally recognized Indian tribe.

RECITALS

WHEREAS, the City is a municipal corporation organized under the laws of the State of Oregon and CTSI is a federally recognized Indian tribe; and

WHEREAS, ORS 225.020(1)(a) and the Charter of the City of Siletz provide the City with the authority to "build, own, operate and maintain" a water utility system and may "sell and dispose of its water for domestic, recreational, industrial, and public use and for irrigation and other purposes within and without its boundaries"; and

WHEREAS, ORS 225.030 provides that any city owning, controlling or operating a system of waterworks for supplying water "may sell, supply and dispose of water . . . from such system to any person within or without the limits of the city in which the water . . . system is operated, and may make contracts in reference to the sale and disposal of water within or without the corporate limits"; and

WHEREAS, the City has the capability to produce _____ gallons per day ("gpd") from its drinking water well field and 3.0 gpd of treatment capacity; and

WHEREAS, the City's largest maximum day demand occurred in _____ 20__ at _____ gpd in one day, with maximum day demands declining since that time; and

WHEREAS, the City's planning targets do not project maximum day demand in excess of current capacity for _____ years; and

WHEREAS, CTSI owns, operates and maintains a water system with adequate capacity to serve CTSI's routine needs, but would like to purchase additional water from the City to obtain a reliable and redundant water supply, particularly in case of fire emergency; and

WHEREAS, CTSI's anticipated demands of _____ to _____ gallons per day is far less than the City's current maximum day surplus capacity of _____ to _____ gallons, such that the City is more than capable of supplying the water requested by CTSI; and

WHEREAS, ORS 190.110 provides that a city government "may cooperate for any lawful purpose, by agreement or otherwise . . . with an American Indian tribe or an agency of an American Indian Tribe"; and

WHEREAS, ORS 540.510(3)(a) provides that "[a]ny water used under a permit or certificate issued to a municipality . . . may be applied to beneficial use on lands to which the

right is not appurtenant if . . . [t]he use continues to be for municipal purposes and would not interfere with or impair prior vested water rights”; and

WHEREAS, OAR 690-380-2410(4) provides that, for purposes of ORS 540.510(3)(a), “municipal purposes” includes municipal use and “quasi-municipal use” as defined in OAR chapter 690, division 300; and

WHEREAS, OAR 690-300-010(40) defines “quasi-municipal use” as including “delivery and use of water through the water service system of . . . a federally recognized Indian tribe that operates a water supply system for uses usual and ordinary to a municipal water use”; and

WHEREAS, OAR 690-300-010(29) defines “municipal water use” as including delivery and use of water through the water service system of a municipal corporation for all water uses usual and ordinary to such systems . . . , [including without limitation] domestic water use, irrigation of lawns and gardens, commercial water use, industrial water use, fire protection, irrigation and other water uses in park and recreation facilities, and street washing”; and

WHEREAS, it is in the best interest of the City to put permitted water to beneficial use in order to spread and divide the fixed overhead of its water utility system over a wider rate base, allowing a greater likelihood of water supply at less cost and of higher quality than would otherwise be possible; and

WHEREAS, the City is entering into this Agreement as a wholesale seller of water to a federally recognized Indian tribe, not for the provision of water service to retail customers, and the City does not undertake to extend retail water service to customers or extend the City’s water system under this Agreement because it is only providing water to a master meter located within the City limits; and

WHEREAS, after water is sold by the City to CTSI, distribution of water throughout CTSI property would be CTSI’s responsibility.

ARTICLE I - WATER SUPPLY

- 1.1 This Agreement replaces those water service agreements executed between the parties in November 1982, and in 1987.
- 1.2 That agreement dated August 8, 1994 known as the "Dundas" Agreement is amended only as provided herein but this agreement is not intended to affect the transfer of water rights.
- 1.3 Subject to the terms and conditions contained herein, the City agrees to furnish and sell and CTSI agrees to purchase Surplus Water during the term of this Agreement. “Surplus Water” is the water in excess of the needs of City retail customers and others currently receiving water through the City’s water system. CTSI shall not be obligated to perform hereunder unless it obtains satisfactory funding commitments for construction of the improvements described in Section 1.4.

- 1.4 The City will sell CTSI up to a monthly average of _____ gallons of Surplus Water per day under this Agreement. CTSI may request Surplus Water in excess of a monthly average of _____ gallons per day. Whether such additional amount is available shall be at the sole discretion of the City. Any water system improvements necessary to deliver an additional quantity of water shall be paid by CTSI.
- 1.5 CTSI's supply of water will be reduced or terminated only in accordance with the terms of this Agreement or if the City is required by law to curtail. The parties acknowledge and agree that this is a surplus contract and the City at all times retains the right to limit water delivery to CTSI so that City customers will be given priority. The City will reasonably endeavor to provide water to CTSI at an equivalent level as is provided to the City's customers. In the event of a general emergency or weather related water shortage affecting the entire City water system, general restrictions placed upon water deliveries to CTSI will be determined by the City and applied equitably to the City customers and CTSI, but ultimately the City customers will be given priority as the City determines.
- 1.6 In the event of localized emergency problems, CTSI acknowledges temporary localized interruptions may occur for the duration of the emergency. Examples of such circumstance include, but are not limited, main breaks and dig-ins.
- 1.7 CTSI agrees that no liability for damages will attach to the City on account of any failure of supply or changes of pressure, flow rate, or water quality due to circumstances beyond the reasonable control of the City, acting in accordance with the standards of care common and usual in the municipal water supply industry. Examples of such circumstances include, but are not limited to, natural events such as earthquakes, landslides and floods and human caused events such as terrorism, malevolent acts, contamination of the water supply, and acts of war.
- 1.8 The City and CTSI agree and acknowledge that the City is the owner and operator of its water system and water rights used in its utility operations. The purchase of water under this Agreement will not constitute purchase of ownership rights to water or any portion of the water system owned and operated by the City, except as may be specified herein or may be established by separate agreement. Nothing in this Agreement will preclude the parties from entering into separate agreements involving emergency or mutual-aid situations.

ARTICLE II - CONDITIONS OF WATER DELIVERY

- 2.1 The City's responsibility under this Agreement is to sell and provide Surplus Water on a wholesale basis at a Point of Delivery to CTSI as agreed by the parties.
- 2.2 The City is not responsible for providing water service, distribution service, or other service to specific CTSI users, which shall be the responsibility of CTSI.
- 2.3 Except as allowed by applicable statutes, administrative rules, and land use regulations, CTSI will not sell, use, or dispose of any of the Surplus Water purchased under this agreement for any purpose other than municipal purposes as defined in OAR 690-380-2410(4).

ARTICLE III - RATES AND CHARGES

- 3.1 During the initial term of this Agreement, the City will charge CTSI \$0._____ per _____ of water used.
- 3.2 Charges and rates for a renewal term, as described in Article V of this Agreement, shall be determined prior to the commencement of the renewal term.

ARTICLE IV - BILLING AND PAYMENT

- 4.1 The City will bill CTSI each month in the same manner as it bills City customers (ADD MORE DETAILS HERE).

ARTICLE V - TERM AND TERMINATION

- 5.1 This Agreement will be effective on _____, 2024, and will continue in effect for an initial term of ten (10) years, unless the Agreement is terminated earlier as provided herein.
- 5.2 Not less than four (4) months prior to the expiration of the initial term or any renewed term, CTSI may request renewal for an additional term of _____ (____) years. The City will have ninety (90) days to determine if it has Surplus Water for the renewal term and whether it wishes to agree to a renewal term. If the City wishes to agree to a renewal term, the Agreement will be extended with water rates for the renewal term to be determined prior to the beginning of the renewal term.
- 5.3 Except for default, either party may terminate this Agreement upon providing written notice to the other not less than sixty (60) days prior to the Agreement termination date.
- 5.4 In the event of a default, the non-defaulting party may give notice of termination to the defaulting party with such termination date to be not less than thirty (30) days from the date of notice.
- 5.5 Upon termination of this agreement, the City shall be responsible for supplying water services for CTSI properties on the same basis the City provides water service to other outside of City limits customers in the water service area so long as CTSI does not have any alternate source of water developed and so long as CTSI provides payment to the City at a rate of 200% of the rate paid by City customers for tribal properties located outside City boundaries, provided, that if CTSI maintains its transfer of its .26 cfs Dundas water right to the City under the August 8, 1994 "Dundas" Water Services Agreement after such termination, all tribal water rates shall remain at the in-City rate. This section does not preclude CTSI from taking legal action to challenge any revised rate set out herein.
- 5.6 Upon termination of this agreement and upon separate implementation of Section 8 of the Dundas Property 1994 water services agreement resulting in immediate transfer of the .26 cfs Dundas Property water right back to CTSI, CTSI shall also reimburse the City all accrued expenses associated with maintaining the Dundas property water rights. Any

such reimbursement shall be offset by the value of the water right to the City during the transfer period, as determined by an independent appraiser.

- 5.7 Notice will be sufficient if sent by first class mail, postage prepaid, to the following address or such other address as the party designates:

City of Siletz address:

x

x

x

CTSI address:

x

x

x

ARTICLE VI - CONNECTION AND MASTER METERS

- 6.1 The City will own, provide and maintain meter(s), valves, and controls in proper order at the Point of Delivery for the CTSI transmission line to be located within the City limits at [describe location/address]. The City will arrange to have the meter(s) tested and calibrated no more than once per year upon the written request of CTSI, at CTSI's expense. A copy of the test report shall be provided to CTSI.
- 6.2 CTSI shall own, provide, and maintain appropriate cross connection control devices on its transmission line so as to prevent any contamination of the City system. At City's request no more than once per year, CTSI shall provide the City with proof of testing and compliance with applicable statutes and administrative rules regarding cross connection control devices.
- 6.3 CTSI agrees to design and construct its transmission pipeline and all fixtures and appurtenances to the City standards, subject to the City approval of the pipeline design and connections to assure no adverse impact on the City water system.

ARTICLE VII - INDEMNITY AND HOLD HARMLESS

- 7.1 CTSI will retain all liability for service to users, operation, maintenance, and construction of its water system.
- 7.2 The City will retain all liability for operation, maintenance, and construction of its water system.
- 7.3 Each party will indemnify, defend, save, and hold harmless the other and the other's officers and employees from any and all claims, suits, and liabilities arising out of the negligent acts or omissions of the indemnifying party's performance under this Agreement or related to this Agreement. This indemnity obligation shall not include any obligation of one party to indemnify the other for actions or omissions of the other or the other's officers, employees, or agents. In the event of joint acts, each party shall be responsible for its own acts or those of its own officers, employees, or agents.

ARTICLE VIII - DISPUTES

- 8.1 The City and CTSI agree that this Agreement is conditional upon the faithful performance by both parties of all the terms and provisions stated herein. Any failure to do so by one party (defaulting party) will give the other party (nondefaulting party) the right to declare a default and seek remedies under the Agreement, which may include termination.
- 8.2 The City and CTSI agree that if there is a dispute regarding breach of any provision or interpretation of this Agreement, charge or procedure between CTSI and the City, the party with the grievance will give notice to the other party in writing of the dispute. The other party will respond in writing within thirty (30) days. If the correspondence does not resolve the issue, the parties will meet and try to resolve the issue. If the parties cannot reach a satisfactory resolution, then the parties will agree upon mediation prior to commencement of arbitration. The parties agree that any and all controversies, disputes, or claims of any nature arising directly or indirectly out of or in connection with this Agreement (including without limitation claims relating to the validity, performance, breach, and/or termination of this Agreement), if not resolved by mediation, shall be submitted to binding arbitration for final resolution. The arbitration shall follow the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and shall be conducted in a location mutually agreeable to the parties. Each party shall initially pay its own arbitration costs and expenses. The parties agree that enforcement of any arbitration award, as well as any action to permit or compel arbitration, may be brought in the Lincoln County Circuit Court.
- 8.3 CTSI expressly waives its sovereign immunity to arbitration as provided in Section 8.2 of this Agreement to the extent necessary for a party to this Agreement to enforce the terms of this Agreement. CTSI expressly waives its sovereign immunity to the extent necessary for a party to this Agreement to compel arbitration as provided in Section 8.2 of this Agreement or to enforce an arbitration award made in an arbitration conducted pursuant to Section 8.2 of this Agreement. The waivers and consents described in this Section 8.3 inure to the benefit of the City and to no others.
- 8.4 In the event that any third party commences legal proceedings to challenge the validity of this Agreement or the authority of the City to enter into or perform its obligations under this Agreement, the City and CTSI agree to work cooperatively to defend against such legal proceedings. If possible, the City and CTSI will engage joint legal representation and split the legal expenses equally. If it is necessary for the City and CTSI to engage separate legal counsel, the City and CTSI will instruct their legal counsel to cooperate as much as possible and will split the aggregate legal expenses equally.

ARTICLE IX - GENERAL

- 9.1 CTSI or the City will make no assignment of the rights or interests herein granted without written permission from the other Party; provided, however, that CTSI may assign its rights and interest under this Agreement to an instrumentality of CTSI or a CTSI entity so

long as such instrumentality or entity is deemed to be CTSI or an agency of CTSI for purposes of ORS 190.110.

- 9.2 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 9.3 Either party may request renegotiations of this Agreement upon a one year notice to discuss the issues raised. Any amendment to this Agreement requires mutual consent.
- 9.4 Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties hereto and supersedes all previous agreements and understandings relating to the supplying of water except as provided herein.
- 9.5 Counterparts. This Agreement may be executed in any number of counterparts and by the Parties or separate counterparts, anyone of which will constitute an Agreement between and among the Parties.
- 9.6 Headings. The Article, section and subsection headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
- 9.7 Force Majeure. No party will be considered in default in the performance of its obligations under this Agreement to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or in the future, which is beyond the reasonable control of the affected party, including, but not limited to, Acts of God, earthquake, drought, labor disputes, civil commotion, war and the like. In the event a party claims that performance of its obligations was prevented or delayed by any such cause, that party will promptly notify the other party of that fact and of the circumstance preventing or delaying performance. Such party so claiming a cause of delayed performance will endeavor to the extent reasonable to remove the obstacles which preclude performance. This Force Majeure provision will also apply to each party in performing its duties and obligations under this Agreement.
- 9.8 Survival of Covenants. Any provision of this Agreement which, by its terms has or may have application after the expiration or earlier termination of this Agreement, including all covenants, agreements, and warranties, will be deemed to the extent of such application to survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the Confederated Tribes of Siletz Indians, acting by and through its Tribal Council has caused this Agreement to be executed by its Tribal Council Chairperson, and the City of Siletz, acting by and through its City Council, has caused the same to be executed by its Mayor.

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CITY OF SILETZ

CONFEDERATED TRIBES OF SILETZ
INDIANS

By: _____
Mayor

By: _____
Tribal Council Chairperson

Date signed: _____

Date signed: _____

DRAFT

Water Meter Installation Project



**Consolidated
Supply Co.**

**** Quotation ****

Bid #: S011958414

Page #: 1

Send P/O To:

CONSOLIDATED SUPPLY CO - EUGENE
110 N GARFIELD
EUGENE, OR 97402

Phone # : 541-688-7621

Bid To:

WATERWORKS QUOTATIONS EUGENE
QUOTATIONS ONLY
EUGENE, OR 97404

Ship To:

WATERWORKS QUOTATIONS EUGENE
QUOTATIONS ONLY
EUGENE, OR 97404

Requested By:

Phone # : 541-688-7621

JOB: Siletz SSM Quote

Bid-Date-Expr-Date-Writer

06/13/24 07/13/24 Brett Zipf - Eugene

Salesperson

House WW - Eugene

Ship Via

Quantity	Description	Unit Price	Ext Price
430ea	HERSEY SSM 5/8"X3/4" US GALLON (SAME AS 3/4"X7-1/2" SHORT) ULTRASONIC SOLID STATE WATER METER W/ 18" NICOR MUELLER S0320EN	182.306ea	78391.58
430ea	HERSEY MSW-NODE5-1P-05 MI.NODE M RADIO WATER MIU, 1 PORT, 5' NICOR CONNECTOR, METER INTERFACE UNIT MUELLER	109.722ea	47180.46
1ea	MS-MNMMOBILE-HW-KIT 2-WAY MI.NODE M MOBILE AMR TRANSCEIVER HARDWARE KIT WITH 2-WAY FUNCTIONALITY FOR RDM ACTIVATION AND REMOTE DATALOGGING. INCLUDES: MI.NET M TRANSCEIVER, ANTENNA, POWER & COMMS CABLES, MINI HANDHELD MI.NODE M INSTALL TOOL. LESS LAPTOP. LAPTOP TO BE PROVIDED BY END USER. HERSEY MUELLER SYSTEMS *Special - Subject to Restock Fee*	8472.222ea	8472.22
1ea	AHRMOBILE-SW-SUITE MOBILE SOFTWARE SUITE. INCLUDES MUELLER SYSTEMS ROUTE MANAGEMENT SOFTWARE (EZ READER, EZ MOBILE & EZ PROFILER), MAPPING, UP TO 1 DAY OF REMOTE TRAINING *Special - Subject to Restock Fee*	1388.889ea	1388.89

Bid Total 135433.15

Bid Amount 135433.15

.. Reprint .. Reprint .. Reprint .. Reprint ..

Thank you for requesting a quotation from Consolidated Supply Co. ("Consolidated") for certain materials you need for the project identified in the attached or enclosed quotation document (the "Project"). The enclosed quotation to you is made subject to the following terms and conditions:

1. You must carefully review the quotation to confirm that it meets your requirements before using it for a bid. Unless you have provided Consolidated with a detailed bill of materials and specifications with your requirements (with any applicable addendums), this quotation is only a good-faith estimate of the material types and quantities that may be required for the Project. Building plans alone do not constitute a detailed bill of materials or specifications, particularly if more than one supplier or subcontractor may be involved in supplying plumbing and/or waterworks materials. You agree that all risk of loss arising from the use of this quotation for bidding purposes-including any loss relating to errors in scope, quantity, price, time, and place of delivery-is on you. Notwithstanding anything to the contrary in this paragraph, you are responsible to specify and select appropriate materials for your intended use. Consolidated provides no design, engineering, or other professional services and cannot recommend or warrant goods to be fit for your particular purposes.

2. If you place an order with Consolidated for work or materials for the Project, the resulting contract will be subject to Consolidated's General Terms and Conditions of Sale. If credit is provided by Consolidated, then that credit is provided on Consolidated's general credit terms and conditions. These terms and conditions are available to you upon request and can be viewed on our website at www.consolidatedsupply.com.

3. Delivery under this quotation is FOB Consolidated's OR manufacturer's facility. If the quotation includes delivery to a jobsite, Consolidated may use a method and carrier of Consolidated's choice, unless otherwise stated in the quotation, and Consolidated assumes that the location is legally and physically accessible to interstate freight carriers operating under ICC regulations. Unloading labor will be provided by purchaser. Additional charges may apply if these assumptions are incorrect or if multiple deliveries are required. Consolidated will make a good faith effort to meet delivery dates agreed to in writing, but cannot guaranty delivery dates for goods not in stock or for which the terms of delivery are outside our control.

4. Except as otherwise provided in Section 5 below, pricing in this quotation is based on unit amounts and is based on the expectation that goods will be ordered within 30 calendar days from the date of the quotation. Consolidated may extend quoted prices on a case-by-case basis beyond the 30-day period. Consolidated reserves the right to correct or withdraw this quotation in the case of clerical error. Any change in quantities ordered or time for delivery may result in a change of the quoted prices, including unit prices, unless otherwise agreed to by Consolidated in writing.

5. Due to the current unstable market and price conditions, Consolidated reserves the right, at any time after the date of this quotation and until the time of shipment, to adjust the delivery times and/or increase the prices set forth in this quotation to address price and availability factors, including but not limited to government regulations, tariffs, transportation, fuel and raw materials costs. Any material deliveries delayed beyond manufacturer lead times may be subject to applicable storage fees in effect at the time of shipment. This quotation is not a bid or a lump-sum quote, unless specifically stated in the quotation.

CORRECT Equipment

SERVING WATER & WASTEWATER UTILITIES

14576 NE 95th St
Redmond, WA 98052
877-371-4555

Quote

Date	Quote #
5/24/2024	6595

Name / Address
Siletz, City of Attn: Ted LePine 389 NW Park Drive Siletz, OR 97380

Job Name		Terms	Rep	Project
		Net 30	TRO	
Item	Description	Qty	Cost	Total
Master Meter	Part #S112-B00-E09-M 5/8" x 3/4" Sonata Meter POLYMER Flow Tube w/ Integrated Allegro Radio - AMR Mobile Drive-by	430	297.14	127,770.20T
Master Meter	Part #00-080-102-HMY Allegro Mobile Laptop Reading System, Hard Shell Case	1	11,549.08	11,549.08T
Master Meter	Part #RSS-HAR-A-TR2 Harmony Encore Software System Training (Up to 2 days) *(2)	1	6,415.20	6,415.20T
Master Meter	Part #RSS-HAR-M-FCC-N FCC License Application Fee for Harmony Encore Mobile (Required for each new system)	1	1,164.71	1,164.71T
Master Meter	Part #RSS-HAR-M-12 Harmony Encore Mobile Annual Hosting/Support (1 to 1,500 Services)	1	1,430.00	1,430.00T
	OR Sales Tax		0.00%	0.00
<p><i>Jim Owens</i> * 503-616-8279</p>				
Total				\$148,329.19

AMR (Drive-By) System Pricing Schedule

February 15, 2024



John Thomas
John.thomas4@ferguson.com
(971) 337-7597

Siletz, OR - Walkby/DriveBy System

Sensus Meter Reading System

Description	Part Number	Units	Quantity	Unit Price	Extended
5/8x3/4 SRII Meter w/ER+		EA	420	\$ 184.52	\$ 77,498.40
520M Single Port Smartpoint		EA	420	\$ 195.00	\$ 81,900.00
520M Dual Port Smartpoint		EA	0	\$ 260.00	\$ -
1.5" OMNI C2		EA	0	\$ 1,520.00	\$ -
2" OMNI C2		EA	0	\$ 1,755.00	\$ -
3" OMNI C2		EA	0	\$ 2,249.00	\$ -
4" OMNI C2		EA	0	\$ 3,909.00	\$ -
Lid - 12x20 with hole		EA	1	\$ 115.00	\$ 115.00
					\$ 159,513.40

Android Phone (Purchased by Ferguson)	Android	EA	1	\$ 250.00	\$ 250.00
CommandLink II		EA	1	\$ 788.86	\$ 788.86
FieldLogic Communicator Package		EA	1	\$ 350.00	\$ 350.00
AutoRead Software Suite (Handheld)		EA	1	\$ 4,750.00	\$ 4,750.00
Android Phone Set-Up (Onsite)	Phone Set-Up Fee	EA	1	\$ 500.00	\$ 500.00
AutoRead PC Set-Up & Training (Onsite & Remote)	PC Set-up + Training	EA	1	\$ 2,500.00	\$ 2,500.00
					\$ 9,138.86

Total Project \$ 168,652.26

Annual Support Fees				Annual Fees	
	TS FLXNT M2 HR	YR	1	\$ 2,635.05	\$ 2,635.05
				Annual Fees	\$ 2,635.05

The City Council May convene into an
Open Session and act on any of the
above work session agenda items in
accordance with Oregon Public
Meeting Laws

Adjournment