

RESOLUTION NO. 1724

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS ITS LOCAL CONTRACT REVIEW BOARD EXEMPTING THE CITY FROM COMPETITIVE BIDDING REQUIREMENTS OF ORS 279.005 AND THE WILSONVILLE CODE, AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ECONOMIC AND ENGINEERING SERVICES, INC. TO REVISE STREET SYSTEMS DEVELOPMENT CHARGES.

WHEREAS, the Adjunct Transportation Planning Committee is nearing completion of its work in developing the revised Transportation Systems Plan (formerly and also known as the Transportation Master Plan); and

WHEREAS, following completion of work by the Adjunct Transportation Planning Committee the Planning Commission will hold a public hearing and forward the Transportation Systems Plan to Council for approval; and

WHEREAS, it is anticipated that the Council will approve the Transportation Systems Plan with possible modifications; and

WHEREAS, the Transportation Systems Plan will have different priorities and for development of streets than were included in the 1991 plan; and

WHEREAS, this change in priorities along with changes in cost and in projections for future traffic generation will require a subsequent change in street systems development charges; and

WHEREAS, Economic and Engineering Services, Inc. has had substantial experience in developing utility systems development charges and has more recently developed the expertise to develop street systems development charges; and

WHEREAS, staff wishes to utilize the experience and expertise of Economic and Engineering Services, Inc., to revise the street systems development charges; and

WHEREAS, on the 18th day of October 1999 the City of Wilsonville adopted Ordinance No. 511 amending WC2.310 Contract Review Board Definitions by adopting State findings, policies and methods of fostering competition and definitions consistent therewith amending WC2.314 to provide for competitive bids or proposals, providing for contract officers and the creation of procedures for the screening and selection of professional services; and

WHEREAS, finding (3), paragraph (10), subparagraph (b) states: "The City Council shall adopt by resolution and the contracting officer shall follow the Oregon Attorney General's Model Public Contracting Rules: (Division 35, Consultant Selection: Architectural and Engineering Personal Services Contracting), for screening and selection of persons to perform architectural and engineering personal services contracts for public improvements projects. Provided, however, any provision in WC2.310-2.314 for exemptions will also apply and shall take precedent over the Division 35, Model Rules as the Board of Contracting Offers may determine.; and

WHEREAS, Section 2.310(1)(a) of the Wilsonville Code defines public contracts as being other than agreements for personal services; and

WHEREAS, the agreement with Economic and Engineering Services, Inc., is for personal services; and

WHEREAS, Section 2.312 of the City Code states, "The Council is hereby designated as a Local Contract Review Board and relative to contract concerns for the City shall have all the powers granted to the Contract Review Board; and

WHEREAS, Section 2.314(1) states, "All {Certain exceptions are granted} contracts shall be based upon competitive bids or proposals which the City interprets to mean public contracts, but in the event it is construed to apply to any contract, the City recites and finds as set below; and

WHEREAS, Section 2.314(2) states, "The Board may by resolution exempt other contracts from competitive bidding"; and

WHEREAS, Section (14) of paragraph 3 of Ordinance No. 511 exempts personal service contracts for the projects with costs anticipated to be less than \$50,000; and

WHEREAS, the proposed fee for the services by Economic and Engineering Services, Inc., is less than \$50,000; and

WHEREAS, Economic and Engineering Services, Inc., has extensive and valuable experience in developing systems development charges; and

WHEREAS, after reviewing the fees associated with providing the requested professional services staff has determined that the fees for the services as proposed by Economic and Engineering Services, Inc., are found to be fair and reasonable; and

WHEREAS, these fees are not to exceed the FY2001-02 budget adopted for this purpose.

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

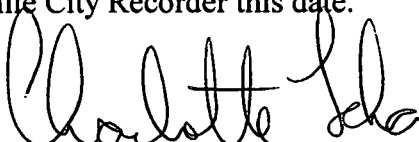
1. That the City Council serving in its role as Local Contract Review Board does hereby exempt the award of contract for revision of street systems development charges from competitive bidding and further concludes this award will not diminish competition and will result in substantial cost savings.

2. The City Council serving in its role as Local Contact Review Board does hereby approve and authorize the execution of a Professional Services Agreement between the City of Wilsonville and Economic and Engineering Services, Inc., a copy of which is marked Exhibit #1, attached hereto and incorporated herein to provide the professional services recited within for revision of the streets systems development charges.

3. The City Council authorizes the expenditures for this project not to exceed the authorized total fiscal year 2001/02 budget amounts from:

Account	540-49130-5000-491
Budgeted Amount	\$30,000

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 18th day of June, 2001, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, MAYOR

ATTEST:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	<u>Yes</u>
Councilor Helser	<u>Yes</u>
Councilor Barton	<u>Yes</u>
Councilor Kirk	<u>Yes</u>
Councilor Holt	<u>Yes</u>

PROFESSIONAL SERVICES AGREEMENT

**CONSULTING SERVICES TO REVISE STREET SYSTEMS
DEVELOPMENT CHARGES**

**BETWEEN
ECONOMIC AND ENGINEERING SERVICES, INC.
AND
THE CITY OF WILSONVILLE**

This AGREEMENT is made and entered into by and between Economic and Engineering Services, Inc. ('CONSULTANT' herein) and the City of Wilsonville, a political subdivision of the State of Oregon ("CITY" herein).

ARTICLE 1. PURPOSE OF AGREEMENT

The purpose of this AGREEMENT shall be to set forth responsibilities and to clarify the relationship between the CITY and the CONSULTANT. CONSULTANT shall supply professional services as herein described. In consideration for said services, the CITY shall pay the CONSULTANT such monies and in such manner as herein described.

ARTICLE 2. WHOLE AGREEMENT

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject of this AGREEMENT. No modification of this AGREEMENT will be binding on either party except as a written addendum, signed by an authorized agent of each party.

ARTICLE 3. NONDISCRIMINATION

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this AGREEMENT on the grounds of sex, race, color, creed, marital status, age, or national origin. Any violation of this provision shall be considered a material violation of this AGREEMENT and shall be grounds for cancellation, termination, or suspension in whole or in part by the CITY.

ARTICLE 4. DUTIES AND RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT shall perform services as described in Attachment "A" attached hereto and by this reference made a part hereof.

ARTICLE 5. STANDARD OF SERVICES AND WARRANTY

The CONSULTANT agrees to perform his/her services with that standard of care, skill, and diligence normally provided by a professional individual in the performance of similar services. The CONSULTANT warrants that the recommendations, guidance, and performance of any person assigned under this AGREEMENT shall be in accordance with the professional standards and requirements of this AGREEMENT.

ARTICLE 6. INDEPENDENT AGENT

The CONSULTANT shall be an "independent agent." All persons employed to furnish services hereunder are employees of the CONSULTANT and not of the CITY. Further, the CITY shall not be liable for any of the CONSULTANT'S acts or omissions performed under this or other agreements to which the CONSULTANT is a party.

ARTICLE 7. INDEMNIFICATION

EES agrees to indemnify and hold harmless CLIENT and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including, without limitation, court costs, expenses and reasonable attorneys' fees) arising out of injury to persons or damage to property (including, without limitation property of CLIENT, EES, and their respective employees, agents, licensees, and representatives) in any manner caused by the negligent acts or omissions of EES in the performance of its work pursuant to or in connection with this Agreement to the extent of EES' proportionate negligence, if any.

CLIENT agrees to indemnify, defend and hold harmless EES and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including without limitation, court costs, expenses and reasonable attorneys' fees) arising out of injury to person(s) or damage to property (including, without limitation, property of CLIENT, EES, and their respective employees, agents, licensees and representatives) in any manner caused by the fault or negligent acts or omissions of CLIENT or other(s) with whom CLIENT contracts ("CLIENT's agents") to perform work pursuant to or in connection with this Agreement, to the extent of CLIENT's or CLIENT's agents proportionate fault or negligence, if any.

ARTICLE 8. SUBCONTRACTING

No portion of the AGREEMENT may be subcontracted to any other individual, firm, or entity without the express and prior approval of the CITY.

ARTICLE 9. NON ASSIGNMENT

No portion of nor any interest in this AGREEMENT may be assigned to a third party without the express and prior approval of the CITY.

ARTICLE 10. PUBLICITY

The CONSULTANT shall not use in its external advertising, marketing programs, or other promotional efforts any data, pictures, or other representation of the CITY except on prior specific written authorization from the CITY. Listing CITY as a reference on proposals is not considered to be an advertising, marketing or promotional effort.

ARTICLE 11. FEES AND PAYMENT

The CITY agrees to pay the CONSULTANT for services performed pursuant to this agreement according to the terms and amounts specified in Attachment "A" attached hereto and by this reference made a part hereof. Said payment shall cover all costs associated with the performance of services as described in Attachment "A". The CITY shall have no liability for taxes, insurance, or other expenses associated with the performance of the CONSULTANT'S duties hereunder.

ARTICLE 12. CHANGES

The fee specified herein shall include all services specified herein. Any fee increases will require written approval by the CITY.

ARTICLE 13. OWNERSHIP OF WORK PRODUCT

All work products of the CONSULTANT which result from this AGREEMENT are the exclusive property of the CITY.

ARTICLE 14. TERMINATION OF AGREEMENT

This AGREEMENT may be terminated under the following condition:

By written mutual agreement of both parties. Termination under this provision may be immediate.

ARTICLE 15. SURVIVAL

The terms, conditions, representations, and all warranties contained in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

FOR THE CONSULTANT:

FOR THE CITY:

Signature

Signature

Printed Name

Printed Name

Title

Title



Economic and Engineering Services, Inc.

Attachment A

APR 10 2001

April 5, 2001

EES Project No. 9-01-149

Mr. Eldon Johansen
Community Development Director
City of Wilsonville
30000 SW Town Center Loop E
Wilsonville, OR 97070

RE: PROPOSAL FOR STREET SYSTEM DEVELOPMENT CHARGES

Dear Mr. Johansen:

Presented herein, Economic and Engineering Services, Inc. (EES) letter proposal to the City of Wilsonville, (City) to update street system development charges (SDCs) for the City. Presented in this letter proposal is EES's proposed scope of work, project personnel and project fee estimate. Additionally, EES has provided a statement of qualifications to perform this study.

Scope of Work

The City of Wilsonville (City) has requested technical assistance in updating the City's Street System Development Charges (SDCs). This update will be done in conjunction with the update to the City's transportation plan.

The following scope of services is intended to provide Street SDCs that are cost based and equitable. The methodology to be used by EES along with the depth and breadth of the analyses will be detailed in the following tasks. This scope of services is based upon EES' limited knowledge of the City's data, information and records and may change accordingly during the development of the study.

Task 1 - Initial Project Meeting

Task Objective: Bring the consultant and City staff together, at the start of the project, to assure that both parties have a mutual understanding of the goals, objectives, issues and concerns related to the study.

An initial project meeting is always recommended before beginning any project of this magnitude. The initial project meeting is often critical to the total success of the engagement. At this meeting, all participants in the



project meet to discuss their specific goals, objectives and concerns regarding the project. This meeting should also identify what issues need to be addressed in order to meet the City's expectations and successfully complete the project. From the information exchanged during the meeting, both parties are made aware of the specific issues to be addressed, the methodology to be taken and the limited resources and time available to meet these needs.

During the meeting a review and discussion will be held regarding the initial data request and the information that will be required for completion of the study. The meeting will conclude with a discussion of any other project administrative issues.

Work Product Deliverables as a Result of Task 1 — Initial Project Meeting. From the work accomplished above, the deliverables for this task will be as follows:

- An understanding of the study's goals, objectives, issues and concerns by both parties.
- Face-to-face meeting to get the study off to a positive start.

Task 2—Development of System Development Charges

Task Objective: Develop system development charges for imposition on new development which are cost based, fair and equitable and defensible.

EES as part of this task will review and update the City's street system development charges. The system development charges will be calculated based on the cost and value of any unused system capacity in the City's street system as well as associated capital improvements necessary to serve new development. EES will also review options associated with allocation of capital improvements to serve growth.

EES as part of this task will also review any associated credits required to be given to new development to assure that they don't "pay twice", once through rates and once through the SDC charge. This will include review of any general obligation issues which are paid by property taxes. Additionally, a review of gas tax revenue will be undertaken. EES as part of this task will also determine appropriate compliance costs as presented under Oregon Statutes.

In addition to the calculation of the SDC, EES will also review and discuss various options associated with implementation of the system development



charges with the City. The implementation issues to be reviewed will be the basis under which trip generation is determined for various land use categories and the appropriate amount of by-pass trips to be used for various land use categories.

Work Product Deliverables as a Result of Task 2 — System Development Charge Methodology. From the work accomplished above, the deliverables for this task will be as follows:

- System development charges which are cost based, equitable and defensible.

Task 3—Review/Summarize SDC Survey

Task Objective: *To summarize SDC data for ten other communities.*

EES as part of this task will collect information from ten Oregon communities as identified by the City. This data shall include the methodologies and SDC levels. The results of the survey will subsequently be summarized by the methodologies utilized by the cities as well as the SDC levels and the methods utilized to impose SDCs on various customer classes.

Work Product Deliverables as a Result of Task 3—Review/Summarize SDC Survey. From the work accomplished above, the deliverables for this task will be as follows:

- A technical memorandum providing a summary of the survey results of the ten Oregon communities.

Task 4 – Work Papers and Written Reports

Task Objective: *Provide a well-written report to summarize the findings, conclusions and recommendations of the study. In addition, provide a copy of all work papers associated with the project to aid in future updating of the study by City staff.*

Upon completion of the SDC studies, the City will receive five (5) draft reports of our findings for each study. City staff will review the findings of this report and any comments or suggestions will be incorporated into the final report. Fifteen (15) copies of the final report will be provided. Additionally, complete documentation of all work papers used in the



preparation of each rate study will be provided, which should facilitate subsequent updating by City staff with limited input from outside consultants.

Work Product Deliverables as a Result of Task 4 — Work papers and Report Documentation. From the work accomplished above, the deliverables for this task will be as follows:

- A draft and final written report.
- A copy of all work papers used in the preparation of the study.
- An electronic copy of the cost of service analysis and SDC review.

Task 5 – Work sessions/Public Presentations

Task Objective: *To provide for work sessions/presentations such that the City Council and other community members are part of the overall study process.*

EES has planned for three (3) meetings during the rate study process. Two meetings we would propose to be work sessions and the final meeting would be a public presentation of the results of the study.

Any public meetings required or requested by the City in addition to the planned meeting will be billed to the City on a time and material basis. It should be noted that project meetings with City staff (e.g. initial project meeting) are not considered a public meeting.

EES has planned on a number of project meetings throughout this project. EES will schedule, as appropriate, project meetings with the City staff to keep them abreast of the progress of the study and to assure that the assumptions and methodology used within the study are consistent with the City's expectations.

Work Product Deliverables as a Result of Task 5 — Work Sessions/Presentations. From the work accomplished above, the deliverables for this task will be as follows:

- All handout materials and presentation materials for the meeting.
- Meeting with the various entities.



Task 6 – Computerized Rate Models

Task Objective: Provide a “user friendly” spreadsheet model for future use by City.

The SDC study will be developed in a spreadsheet format. The models will be developed on the spreadsheet program of the City's choice (e.g. Lotus 1-2-3, MS Excel, etc.). All of the models developed (data disks) for the study will be provided at the conclusion of this study.

Work Product Deliverables as a Result of Task 6 — Computer Models.
From the work accomplished above, the deliverables for this task will be as follows:

- A copy of all spreadsheet models developed as a part of this study.

The above tasks conclude the proposed scope of services for the City's Street SDCs. This proposed scope of services detailed above can be modified to meet the specific needs of the City.

Project Team Members

A key factor to the success of any project is the experience and expertise of the project team. EES's greatest strength lies in the ability to combine a number of people with different backgrounds and abilities into a well-rounded, comprehensive team. The project team members have vast experience and skills in the area of cost of service and rate setting. Provided below is a brief discussion of each of the key project team members. More detailed resumes for each individual are included as appendices to this proposal.

Randall Goff, Vice President

Overall project management will be provided by Randy Goff, a Vice President at EES. Mr. Goff will be responsible for all aspects of the project, including quality control, project schedule and project coordination. Mr. Goff has worked with water and sewer utilities across the U.S. and Canada on various rate-related issues. Mr. Goff is widely recognized as an expert in the area of cost of service and rates. He has extensive experience in dealing with City Councils. Randy has been with EES nearly 13 years and is located in the Portland, Oregon office.



EES makes every effort to meet the client's project time schedule. EES will provide constant feedback to the City's Project Manager as to the status of the project and the ability to meet the anticipated schedule.

Project Fees

Economic and Engineering Services, Inc. utilizes the following hourly billing rates. The fee estimates for this project have been developed based upon the following billing rates:

Principal/President/Sr. V.P.	\$145.00/hr
Principal/V.P./Sr. Associate II	145.00/hr
Analyst VII	106.00/hr
Analyst VI	99.00/hr
Analyst V	91.00/hr
Analyst IV	86.00/hr
Analyst III	75.00/hr
Analyst II	70.00/hr
Analyst I	64.00/hr
Analyst	53.00/hr
Staff Analyst	36.00/hr
Word Processor III	49.00/hr
Word Processor II	44.00/hr
Word Processor I	39.00/hr

Based upon the above hourly billing rates, the following labor and expense estimates are provided for the study.



Table 1
City of Wilsonville
Street System Development charges
Project Fee Estimate

Description	Randy Goff	Joe Healy	Adm.	Total Labor	Project Fee
1 Initial Project Meeting	4	4	1	9	\$ 879
2 Street SDCs	40	60	3	103	9,769
3 SDC Survey	8	40	2	50	3,806
4 Written Report	24	8	8	40	4,336
5 Presentations	24	4	2	30	3,822
6 Model		8		8	512
Total Labor	100	124	16	240	\$ 23,124
Expenses					500
Total Project Fee Estimate					\$ 23,624

The above fee estimate is based upon the scope of services previously presented. Economic and Engineering Services, Inc. is willing to negotiate a final fee based upon a final work plan (Scope of Services). Should the City request any additional services under this contract, the services will be provided at the hourly billing rates stated above. All portions of this proposal can be expanded or reduced as mutually agreed upon in writing by the City and EES.

Thank you for the opportunity to submit this proposal to the City. EES looks forward to working with the City on this very important project. Should you have any questions or require additional information, please call.

Very truly yours,

**ECONOMIC AND ENGINEERING
SERVICES, INC.**

Randall P. Goff
Vice President

Attachment A

Qualifications of Economic and Engineering Services, Inc.

A.1 Introduction

Before undertaking a discussion of Economic and Engineering Services, Inc.'s qualifications, a brief note about our firm is warranted. EES was formed in 1978 and has grown significantly over the years to become a highly respected firm providing a variety of services. EES currently has approximately 65 employees in three offices; Bellevue and Olympia, Washington and Portland, Oregon. While our offices are located in the Pacific Northwest, we provide services to clients across the U.S. and Canada.

EES was formed to provide clients with a unique approach to utility-related problems. Our approach relies upon a team of experts addressing a common question. This technique enables the viewing of a situation from several aspects, not just the one directly at issue. For example, we are able to evaluate both the direct effects of a course of action and its indirect social, legislative, financial, engineering and political ramifications. This unique service has been very well received.

A.2 Overview of EES Qualifications

EES is nationally recognized for our expertise in the area of rates and cost of service. We have successfully conducted hundreds of water rate studies in the United States and Canada. We believe our success in this area is a result of the following:

- Technical Knowledge
- Vast Experience
- Listening Skills
- Communication Skills

Each of these areas is discussed in more detail below.

Technical Skills - EES has a core group of individuals within the firm that specialize strictly in the area of financial planning and rates. Our rates group is nationally recognized for their technical expertise.

Vast Experience – EES personnel have been involved in virtually every facet of actual utility operations. Prior to consulting, many of our principals spent considerable time working for a utility or regulatory agency. This understanding of the day-to-day workings of a typical utility is invaluable in attempting to work with clients and manage projects in an efficient and cost-effective manner. Many of these individuals supervised activities such as forecasting, cost of service, financial management, engineering, rates, regulatory affairs and customer service related activities. In addition, EES' senior personnel typically have at least one graduate degree and/or professional license to complement several years of practical experience as utility employees and management consultants.

Listening Skills – Before you can solve a problem, you must understand the problem. This requires listening skills and understanding that problems are often not easily communicated given the technical nature of the work. EES strives, early on in the project, to listen to our clients needs and develop goals and objectives to assist in meeting those needs. By listening, we can provide you with a successful end work product.

Communication Skills – The most important aspect of the rate study is effectively communicating the approach, methodology, and recommendations to the citizens, management and City Council. After completing a study for a new client, we often hear that this is the first time that the client fully understood the approach, major assumptions and key policy issues associated with the study. EES believes these types of comments speak directly to our communication skills. Randy Goff, the project manager for this study is an excellent communicator and has worked successfully in the past with City Councils, utility Boards and Citizens Advisory groups on issues similar to the City's.

As can be seen, the combination of our knowledge and experience makes us highly qualified to conduct this study for the City.

A.3 Rate Study Related Expertise and Experience

As noted above, one of the areas in which EES specializes its services is in the area of cost of service and rates. Since our inception, EES has performed numerous rate studies throughout the U.S. and Canada. We are nationally recognized experts in this specialized area.

EES' senior personnel give educational seminars, in-house training and prepare technical papers on rate-related topics for groups such as the American Water Works Association (AWWA). These multi-day workshops in rate design, cost of

service, forecasting, and financial management review the contemporary techniques, methodologies and theories behind utility financial planning and rate setting. These sessions allow EES to be exposed to vastly diverse ideas and practices across North America. This exposure to diverse ideas and practices is invaluable to our clients when EES is assisting them in setting a policy at their own utility.

EES has also worked with numerous citizens' advisory committees on financial planning issues and rates. These committees allow EES the opportunity to present technical information to non-utility personnel, and communicate and understand customer's concerns in the rate-setting forum.

A.4 Client References

Provided below is a list of three references for prior work. EES has worked recently with these clients and they are references for projects that are similar to the services being requested by Rogers.

Client	Service
<p>North Clackamas County Water Commission 10602 SE 129th Avenue Portland, OR John Thomas (503) 761-0220</p>	<p>Clackamas Regional Water Supply Program - EES assisted a group of Clackamas River water purveyors in developing options for operation of the various water treatment plants on the Clackamas River. The participants included South Fork Water Board, Clackamas River Water, and the North Clackamas County Water Commission which consists of Mt. Scott Water District, Damascus Water District, and Oak Lodge Water District and the City of Gladstone. EES prepared a hydraulic model for interconnection of the systems and evaluated various pipeline route options to accomplish the interconnection. Additionally, EES developed a linear program optimization model for operation of the plants to determine the optimal plant operations based on variable costs and transmission constraints. Based on this information, EES developed a blended rate to be charged to each of the entities for receiving water from the various plants.</p>

Client	Service
<p>City of Hillsboro 123 W. Main St. Hillsboro, OR Ms. Mary Gruss 503/681-6100</p>	<p>Comprehensive Water Rate Analysis – EES has provided financial planning and engineering services to the City of Hillsboro for over twelve years. These services have included numerous financial studies, master planning activities and water system design activities.</p> <p>EES also developed an innovative approach for assessment of SDCs for large industrial customers. This was an extremely relevant issue to the City of Hillsboro given the large amount of high tech manufacturing which occurs within the City.</p> <p>EES has also prepared numerous financial plans and continues to provide update services to the City. These financial plans look at a ten-year projection of revenues and expenses and methods of financing capital improvements. These include use of rate revenue for renewal and replacement funds as well as issuance of debt to finance major capital improvements. As part of the overall financial plan, EES had recommended that the City issue revenue bond debt. EES assisted the City in the issuance of \$15 million worth of water revenue bonds.</p>
<p>City of Medford 411 W. 8th St. Medford, OR Harley James (541) 774-2750</p>	<p>Medford Industrial Sewer - EES prepared system development charges (SDC) for the Medford Regional Wastewater Treatment Plant, dealing specifically with large wet industrial customers. The study was brought about by expansion of a food processing plant and subsequent SDC fees being charged by the regional plant. The customer was an extremely high BOD discharger and requested that alternative methodologies be reviewed for large wet industrial customers. Brown and Caldwell assisted EES in the determination of the design parameters used for each individual component of the plant. These included flow, BOD and TSS. Based on the allocation of plant process units to the design parameters, unit costs were subsequently developed for each of the various process units, in terms of flow, BOD and TSS. Based on this information, EES then developed SDCs for large wet industrial customers utilizing a unit cost methodology for determination of the SDC.</p>

Client	Service
<p>City of Medford 411 W. 8th St. Medford, OR Jim Hill (541) 774-2108</p>	<p>Medford System Development Charges - EES prepared system development charges (SDC) for the City of Medford sewer, stormwater and street system. The SDCs were calculated based on the planning criteria used by the City in development of infrastructure, the cost of existing facilities and future capital improvements required to serve growth.</p>
<p>Tualatin Valley Water District 1850 SW 170th Ave. Beaverton, OR Al Koerner (503) 642-1511</p>	<p>Conservation Rate Analysis – EES has served as the Districts consultant on financial and engineering matters for over fifteen years. These services have included long term financial planning, cost of service analysis, rate design studies, system development charge studies, master planning activities and design services. EES continues to provide the District financial planning and engineering services on an ongoing basis.</p> <p>EES developed a comprehensive ten-year financial planning study for the City. This study looked at sources of revenues and expenditures as well as methods to finance overall capital improvements.</p> <p>EES also prepared a detailed cost of service analysis for the City which provided for the allocation of cost to various customer classes. The study examined the current level of rates paid by various customer classes and cost of service rates. EES has recommended changes in rate structures to move toward cost of service-based rates. EES also prepared a detailed statistical analysis of the District's water rate structure and consumption habits. The District had initiated an inverted block rate structure five years prior to initiation of the study. EES analyzed the change in consumption patterns by various customers in relationship to the change in rate structure.</p>

Client	Service
<p>Mt. Scott Water District 10602 SE 129th Ave. Portland, OR John Thomas (503) 761-0220</p>	<p>Mt. Scott Water SDCs - EES prepared system development charges for Damascus and Mt. Scott Water Districts. The charges were prepared based on the Water Master Plan, which was prepared by EES for the Districts. The SDCs and Water Master Plans were prepared assuming single operation of both Districts. This was accomplished through formation of an intergovernmental agreement which provided for collection and funding of capital improvements utilizing system development charge revenue. EES also worked with and met with the HomeBuilders Association to assure their buy off on enactment of the fees.</p>
<p>South Fork Water Board 320 Warner Milne Rd. Oregon City, OR Dan Bradley (503) 657-5030</p>	<p>South Fork Consulting Services - EES has completed numerous long-term financial plans, cost of service and rate studies for South Fork Water Board. South Fork Water Board is an ORS 190 entity owned by the cities of Oregon City and West Linn. EES was instrumental in developing a financial plan and rates for South Fork Water Board to allow for charging to the cities and contract customers on a unit cost basis. This ultimately led to the use of bond proceeds to finance capital improvements through the South Fork Water Board.</p> <p>EES has also worked with the South Fork Water Board for a number of years with respect to contract issues. This included the development of the contracts between South Fork and the cities of Oregon City and West Linn. These contracts allowed the South Fork Water Board to be the first ORS 190 organization in the State of Oregon to issue revenue bonds. EES has also assisted the South Fork Water Board in the development of wholesale water contracts with Clackamas River Water.</p>

While the above list of references demonstrates the diversity of rate related issues that EES has faced, it also demonstrates our ability to work at various locations in a successful manner. A more complete client list is attached at the conclusion of this proposal.

Resumes

Randall P. Goff

Vice President

Education

BS Electrical Engineering, Oregon
State University

Associations

American Water Works Association
American Public Power Association
Northwest Public Power Association

Expertise

Rates and Financial Planning
Bond Financing
System Development Charges
Expert Witness
Contract Negotiations
Management Studies
Feasibility Studies

Randall Goff is a Vice President of EES and Principal-in-Charge of the Portland office. He is a management and planning consultant with areas of specialty that include coordination and supervision of EES's financial plans, cost of service and rate design projects for electric, water, wastewater, stormwater and natural gas utilities.

Prior to joining EES, Mr. Goff was employed by a national consulting firm where he assisted in power supply planning studies, cost of service and rate design studies, financing, and preparation of budgets and budget analyses for joint power agencies. He has also worked extensively with federal power market agencies in the development of revenue requirements and other contractual rate related matters.

Mr. Goff has prepared numerous financial plans and rate studies for electric, water, sewer, stormwater, natural gas and solid waste utilities. This has included development of long-term financial plans to provide adequate financing for capital improvements and operation and maintenance expenses. Additionally, Mr. Goff has developed cost of service studies to determine equitable charges to various customer classes including both retail and wholesale analyses. He has also designed rates for electric, water, sewer, storm, natural gas and solid waste utilities which assure adequate revenue collection as well as meet various goals and objectives of the utility.

Mr. Goff has participated in a number of bond financing projects for water, sewer, electric, stormwater, and solid waste utilities. These have included financing from a few hundred thousand dollars to hundreds of millions of dollars. The services provided include preparation of parity certificates, opinion letters on financial operating results, and consulting engineering reports. The consulting engineering reports provide a thorough overview of the utility, capital improvements, funding and rates. He is well known in the Northwest by underwriters for working as a part of the financing team to assure the best quality product and lowest interest rates to the client.

Joseph Healy

Financial Analyst

Education

B.S. Finance
Portland State University

Expertise

Financial Forecasting
Revenue Projections
Utility Rate Modeling
Municipal Financing

Joseph Healy recently joined EES' Portland office and is serving as the staff analyst at that location. Mr. Healy provides expertise in the development of financial forecasting as well as support in the development of financing for public works projects.

Mr. Healy's work experience with EES includes revenue and cost projections for the North Clackamas County Water Commission's slow sand filtration plant and the development of trip-generation analyses for the City of Oregon City. Mr. Healy is currently preparing projections of revenue, cost, and pricing for the purchase and operation of the Pelton Round Butte Hydroelectric Facility by the Warm Springs Power Enterprises, a subsidiary of The Confederated Tribes of the Warm Springs Reservation of Oregon. Mr. Healy's efforts on this project will assist in the first ever municipal bond financing for a confederated tribe.

Mr. Healy is presently serving as the local representative within the firm regarding various municipal funding options from the State of Oregon, including the State Revolving Fund and Community Block Grant Program. He is also involved with the Oregon Municipal Finance Officers Association and will be serving as EES' Associate Member to the Oregon Rural Electric Cooperative Association.