

**OBDD Disbursement Request**

Amendment A-02



Recipient: City of Shady Cove  
 Project Name: Development of the City Drinking Water System  
 Funding Programs: Direct Legislative Passthrough SB1530

Project Number: C2024465  
 Portfol Loan No.: 242-16  
 Request Number: 3  
 Final Draw?  Yes  No

Reporting Period: \_\_\_\_\_ to \_\_\_\_\_

(A)	OBDD Funds (Enter Whole Dollars Only)				Other / Matching Funds (Enter Whole Dollars Only)				All Funds
	(B)	(C)	(D)	(E) = [B-C-D]	(F)	(G)	(H)	(I) = [F-G-H]	(J) = [C+D+G+H]
Activity	Approved Budget	Prior Disbursements	Current Request	Balance	Approved Budget	Prior Expenditures	Current Expenditure	Balance	Disbursed & Expended
Design/Engineering/Procurement	\$500,000	\$11,685.00	\$25,578.00	\$462,737.00					\$37,263
Construction	550,000			\$550,000.00					
Water Rights	275,000			\$275,000.00					
Construction Contingency	100,000			\$100,000.00					
Legal Fees (See Note 1)	35,000	\$32,462.00	(\$11,827.00)	\$14,365.00					20,635
Permitting and Regulatory Fees	40,000		\$16,162.00	\$23,838.00					16,162
Note 1:									
Per agreement, \$15,418 is owed to Business Oregon for misuse of Legal Fees in Disbursement Requests 1 & 2. This Request #3 includes \$3,591 of Legal Fees so this has been deducted from the amount owed (\$15,418 minus \$3,591)									
	\$1,500,000	\$44,147	\$29,913	\$1,425,940					\$74,060

**Certification:** We certify that the data are correct and that the amount requested is not in excess of current needs.

Authorized Signature & Title \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature & Title \_\_\_\_\_ Date \_\_\_\_\_

Project Contact for Payment Notification \_\_\_\_\_ Phone Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**For OBDD Use Only:** I have reviewed this request and approve payment to the above mentioned recipient in the amount(s) listed below.

Dollar Amount	Funding Type	Funding Program
	Loan / Grant / Forgivable	(If more than one source of funds)
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
Contract Administrator Signature	Date	Manager Signature
_____	_____	_____

**OBDD Disbursement Request**

**Amendment A-02**

<b>Recipient:</b>	City of Shady Cove	<b>Project Number:</b>	C2024465 242-16
<b>Project Name:</b>	Development of the City Drinking Water System	<b>Request Number:</b>	3
<b>Funding Programs:</b>	Direct Legislative Passthrough SB1530		

**Project Goals (Report for Every Cash Draw)**

<b>Proposed Work Plan</b>	<b>Estimated Completion Date</b>	<b>Results Achieved</b>
1. Procure Engineer	Aug 31 2024	Completed
2. Final Design Complete, including OHA/DEQ approval of plans	Oct 31 2024	Reworking
3. Construction 50%	Jan 31 2025	Reworking
4. Construction Complete	Apr 30 2025	Reworking
5. Project Closeout	Jun 30 2025	Reworking
6.		
7.		
8.		
9.		
10.		

**DISBURSEMENT REQUEST 3 SUMMARY**

	RH2	Enrich	Cable Houston	TOTAL
Design, Engineering, Procurement	\$25,577.94	\$16,162.50		\$41,740.44
Construction				\$0.00
Water Rights				\$0.00
Construction Contingency				\$0.00
Legal			\$3,591.00	\$3,591.00
Permitting & Regulatory				\$0.00
<b>SUB-TOTAL REQUEST</b>				<b>\$45,331.44</b>
<b>AMT OWED</b>				<b>(\$15,418.00)</b>
<b>TOTAL REQUEST</b>				<b>\$29,913.44</b>

Per Agreement: Misuse of grant

**ENGINEERING**

		Amount
RH2: 101026	22-Apr-25	\$5,824.71
RH2: 101289	13-May-25	\$5,093.74
RH2: 101969	20-Jun-25	\$6,146.96
RH2: 102398	22-Jul-25	\$8,512.53
<b>D3 TOTAL INVOICES</b>		<b>\$25,577.94</b>

**Permitting & Regulatory**

		Amount
ENRICH: 251	3-Mar-25	\$4,582.50
ENRICH: 252	1-Apr-25	\$2,145.00
ENRICH: 253	1-May-25	\$1,365.00
		\$270.00
ENRICH: 256	1-Jun-25	\$1,706.25
ENRICH: 259	1-Jul-25	\$1,706.25
		\$1,170.00
ENRICH: 271	1-Oct-25	\$3,217.50
<b>D3 TOTAL INVOICES</b>		<b>\$16,162.50</b>

**LEGAL**

		Amount
Cable Houston: 151675	18-Apr-25	\$1,482.00
Cable Houston: 152761	18-Jun-25	\$2,109.00
<b>D3 TOTAL INVOICES</b>		<b>\$3,591.00</b>

RH2 Engineering, Inc.  
 22722 29th Drive SE, Suite 210  
 Bothell, WA 98021



Tom Corrigan  
 City of Shady Cove  
 22451 Hwy 62  
 PO Box 1210  
 Shady Cove, OR 97539

April 22, 2025  
 Invoice No: 101026

**Invoice Total: \$9,940.71**

**Project Manager: Jeffrey Ballard**

Project 0220109.01 Water Infrastructure

Professional Services through March 30, 2025

Phase 0001 Project Management

**Labor**

	Hours	Rate	Amount	
Ballard, Jeffrey	27.50	294.00	8,085.00	
Black, Randy	3.50	317.00	1,109.50	
Cooper, Daniel	2.50	191.00	477.50	
Rodriguez, Loni	.25	105.00	26.25	
Totals	33.75		9,698.25	
<b>Total Labor</b>				<b>9,698.25</b>

**Other Charges or Credits**

Technology Charges			242.46	
<b>Total Other Charges or Credits</b>			<b>242.46</b>	<b>242.46</b>

Total this Phase ~~\$9,940.71~~  
**TOTAL THIS INVOICE** \$9,940.71

Billings to Date	Current	Prior	Total	Received	AR Balance
	9,940.71	11,684.49	21,625.20	7,232.40	14,392.80

*minus \$4,116 for non-SB1530 work*  
**Correct total: \$5,824.71**

# Billing Backup

Tuesday, April 22, 2025

RH2 Engineering, Inc.

Invoice 101026 Dated 4/22/2025

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Project 0220109.01 Water Infrastructure

Phase 0001 Project Management

**Labor**

			Hours	Rate	Amount
Ballard, Jeffrey	2/24/2025		1.00	294.00	294.00
	Review up to date pipe quantities and material specifications.				
Ballard, Jeffrey	2/25/2025		1.00	294.00	294.00
	Review data				
Ballard, Jeffrey	2/27/2025		1.00	294.00	294.00
	Maps for Army Corps.				
Ballard, Jeffrey	3/7/2025		2.00	294.00	588.00
	Review assets, coordinate with financial consultant.				
Ballard, Jeffrey	3/13/2025		3.00	294.00	882.00
	Review data, meet with the City, discuss with others.				
Ballard, Jeffrey	3/14/2025		3.00	294.00	882.00
	Work on locating valuation companies and come up with a plan.				
Ballard, Jeffrey	3/17/2025		5.00	294.00	1,470.00
	Review data, meet with FCS to go over options. 2 hours go look at Hannah's ridge investigate flows.				
Ballard, Jeffrey	3/18/2025		2.00	294.00	588.00
	Try to track down and get approval of use of existing evaluation from Banner Bank.				
Ballard, Jeffrey	3/20/2025		1.00	294.00	294.00
	Meet with City Attorney to discuss storm drain issues on Hannah Ridge				
Ballard, Jeffrey	3/21/2025		2.50	294.00	735.00
	Meet with City in Shady Cove to go over options.				
Ballard, Jeffrey	3/24/2025		.50	294.00	147.00
	Shady Cove acquisition discussions.				
Ballard, Jeffrey	3/25/2025		1.00	294.00	294.00
	Review Hannah Ridge data.				
Ballard, Jeffrey	3/27/2025		4.50	294.00	1,323.00
	Site visit to investigate storm drainage at Hannah, go over with Andrew.				
Black, Randy	3/14/2025		1.00	317.00	317.00
	Making calls in search of valuation consultant firms.				
Black, Randy	3/17/2025		2.50	317.00	792.50
	Discussion on options with David Findlay and Jeff Ballard				
Cooper, Daniel	2/24/2025		2.50	191.00	477.50
	Pipe size and material analysis				
Rodriguez, Loni	3/25/2025		.25	105.00	26.25
	Project accounting				
	Totals		33.75		9,698.25
	<b>Total Labor</b>				<b>9,698.25</b>

*Hannah Storm Water \$4,116*

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Project	0220109.01	Water Infrastructure	Invoice	101026
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**Other Charges or Credits**

Technology Charges

242.46

**Total Other Charges or Credits**

**242.46**

**242.46**

**Total this Phase**

**\$9,940.71**

**Total this Project**

**\$9,940.71**

**Total this Report**

**\$9,940.71**

RH2 Engineering, Inc.  
 22722 29th Drive SE, Suite 210  
 Bothell, WA 98021



Tom Corrigan  
 City of Shady Cove  
 22451 Hwy 62  
 PO Box 1210  
 Shady Cove, OR 97539

May 13, 2025  
 Invoice No: 101289

**Invoice Total: \$5,093.74**

**Project Manager: Jeffrey Ballard**

Project 0220109.01 Water Infrastructure

**Professional Services through April 27, 2025**

Phase 0001 Project Management

**Labor**

	Hours	Rate	Amount	
Ballard, Jeffrey	3.50	294.00	1,029.00	
Taylor, Andrew	18.50	213.00	3,940.50	
Totals	22.00		4,969.50	
<b>Total Labor</b>				<b>4,969.50</b>

**Other Charges or Credits**

Technology Charges			124.24	
<b>Total Other Charges or Credits</b>			<b>124.24</b>	<b>124.24</b>

Total this Phase **\$5,093.74**  
**TOTAL THIS INVOICE \$5,093.74**

	Current	Prior	Total	Received	AR Balance
<b>Billings to Date</b>	<b>5,093.74</b>	<b>21,625.20</b>	<b>26,718.94</b>	<b>11,684.49</b>	<b>15,034.45</b>

**Outstanding Invoices**

Number	Date	Balance
101026	4/22/2025	9,940.71
<b>Total</b>		<b>9,940.71</b>

**Total AR Balance \$15,034.45**

# Billing Backup

Tuesday, May 13, 2025

RH2 Engineering, Inc.

Invoice 101289 Dated 5/13/2025

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Project	0220109.01	Water Infrastructure		
Phase	0001	Project Management		

**Labor**

		Hours	Rate	Amount
Ballard, Jeffrey	4/21/2025	1.50	294.00	441.00
Go over financials work on pipe lengths work on valuation.				
Ballard, Jeffrey	4/24/2025	2.00	294.00	588.00
Review valuation totals and provide input.				
Taylor, Andrew	4/22/2025	7.00	213.00	1,491.00
Asset Valuation				
Taylor, Andrew	4/23/2025	4.50	213.00	958.50
Asset Valuation				
Taylor, Andrew	4/24/2025	7.00	213.00	1,491.00
GIS Model Update				
Totals		22.00		4,969.50
<b>Total Labor</b>				<b>4,969.50</b>

**Other Charges or Credits**

Technology Charges				124.24
<b>Total Other Charges or Credits</b>				<b>124.24</b>

<b>Total this Phase</b>				<b>\$5,093.74</b>
<b>Total this Project</b>				<b>\$5,093.74</b>
<b>Total this Report</b>				<b>\$5,093.74</b>

RH2 Engineering, Inc.  
 22722 29th Drive SE, Suite 210  
 Bothell, WA 98021



City of Shady Cove  
 22451 Hwy 62  
 PO Box 1210  
 Shady Cove, OR 97539

June 20, 2025  
 Invoice No: 101969

**Invoice Total: \$6,146.96**

**Project Manager: Jeffrey Ballard**

**Project 0220109.01 Water Infrastructure**

**Professional Services through May 25, 2025**

Phase 0001 Project Management

**Labor**

	Hours	Rate	Amount	
Ballard, Jeffrey	12.50	294.00	3,675.00	
Farris, Hannah	1.50	234.00	351.00	
Rodriguez, Loni	.25	105.00	26.25	
Taylor, Andrew	9.00	213.00	1,917.00	
Totals	23.25		5,969.25	
<b>Total Labor</b>				<b>5,969.25</b>

**In-House Reimbursables**

Copies - 11x17 B&W			1.60	
Copies - 11x17 Color			24.00	
Copies - 8.5x11 B&W			.18	
Copies - 8.5x11 Color			2.70	
<b>Total In-House Reimbursables</b>		<b>1.0 times</b>	<b>28.48</b>	<b>28.48</b>

**Other Charges or Credits**

Technology Charges			149.23	
<b>Total Other Charges or Credits</b>			<b>149.23</b>	<b>149.23</b>

Total this Phase **\$6,146.96**

**TOTAL THIS INVOICE \$6,146.96**

	Current	Prior	Total	Received	AR Balance
Billings to Date	6,146.96	26,718.94	32,865.90	16,778.23	16,087.67

RH2 Engineering, Inc.  
 22722 29th Drive SE, Suite 210  
 Bothell, WA 98021

City of Shady Cove  
 22451 Hwy 62  
 PO Box 1210  
 Shady Cove, OR 97539

July 22, 2025  
 Invoice No: 102398

**Invoice Total: \$8,512.53**

**Project Manager: Jeffrey Ballard**

Project 0220109.01 Water Infrastructure

**Professional Services through June 29, 2025**

Phase 0001 Project Management

**Labor**

	Hours	Rate	Amount
Ballard, Jeffrey	5.50	294.00	1,617.00
Daniel, Edgar	.25	175.00	43.75
Farris, Hannah	7.25	234.00	1,696.50
Wahl, Conner	28.25	175.00	4,943.75
Totals	41.25		8,301.00
<b>Total Labor</b>			<b>8,301.00</b>

**In-House Reimbursables**

Copies - 11x17 Color			4.00
<b>Total In-House Reimbursables</b>	<b>1.0 times</b>		<b>4.00 4.00</b>

**Other Charges or Credits**

Technology Charges			207.53
<b>Total Other Charges or Credits</b>			<b>207.53 207.53</b>

Total this Phase **\$8,512.53**  
**TOTAL THIS INVOICE** **\$8,512.53**

	Current	Prior	Total	Received	AR Balance
<b>Billings to Date</b>	<b>8,512.53</b>	<b>32,865.90</b>	<b>41,378.43</b>	<b>16,778.23</b>	<b>24,600.20</b>

**Outstanding Invoices**

Number	Date	Balance
101026	4/22/2025	9,940.71
101969	6/20/2025	6,146.96
<b>Total</b>		<b>16,087.67</b>

**Total AR Balance \$24,600.20**



ENRICH Communities, Inc  
 DBA ENRICH Oregon, LLC

# INVOICE

Date: April 1, 2025  
 INVOICE # 232

Comments: City of Shady Cove – Water Project SB1530 &  
 Planning Department Staffing  
 All work from 3/1/2025 to 3/31/2025

Bill To City of Shady Cove  
 Attn: Michele Parry  
 PO Box 1210  
 Shady Cove, OR 97539  
 (541) 878-2225  
 Customer ID 106

Date	Description	Hours
	Water Project SB1530	
3/3	Land Use permitting, investigate Urban Renewal to fund water system	1.75
3/4	Options for establishing City water system	2.50
3/11	Options for establishing City water system	1.25
3/13	Meet with project team about next steps – valuation, etc.	1.50
3/18	Options for establishing City water system	1.25
3/21	Meet with project team about next steps	1.50
3/25	Response to land use compatibility form	1.25
	<b>Project Total</b>	<b>11.00</b>
		<b>\$2,145</b>
		<b>\$195/hr</b>
	Planning Department Staffing	
3/6	In Shady Cove – Organize office space & respond to permit inquiries	5.75
3/9	Research permit inquiries – accessory structures/pump house	0.75
3/10	Respond to permit inquiries	1.75
3/11	In Shady Cove – Organize office space & respond to permit inquiries	2.75
3/13	In Shady Cove – Research and respond to permit inquiries	4.50
3/18	In Shady Cove – Research and respond to permit inquiries	4.75
3/20	In Shady Cove – Respond to permit inquiries	5.50
3/23	Response to Evan	1.00
3/25	In Shady Cove – Respond to permit inquiries	4.00
3/26	Brewed Awakenings	0.75
	<b>Project Total</b>	<b>31.50</b>
	<b>Total Hours</b>	<b>42.50 hours</b>
	<b>Rate</b>	<b>\$195/hour</b>
	<b>Total</b>	<b>\$8,287.50</b>

ENRICH Communities, Inc  
 DBA ENRICH Oregon, LLC

# INVOICE

Date: May 1, 2025  
 INVOICE # 253

Comments: City of Shady Cove – Water Project SB1530 & Planning Department Staffing  
 GIS work 3/16/25 to 4/14/25, all other work from 4/1/25 to 4/30/25

Bill To City of Shady Cove  
 Attn: Michele Parry  
 PO Box 1210  
 Shady Cove, OR 97539  
 (541) 878-2225  
 Customer ID 106

Date	Description	Hours
	<b>Water Project SB1530 - Joe</b>	
4/5	Urban Renewal Slideshow	2.25
4/16	Urban Renewal Slideshow	1.00
4/17	Present UR 101 to Council	2.50
4/24 – 4/31	URA questions and email to Kathy, water rights form	1.25
	Project Total	7.00 hours
	Rate	\$195/hour
	<b>Total</b>	<b>\$1,365.00</b>
	<b>Water Project SB1530 – GIS through 4/14/25</b>	
3/16	Research JC Assessment tools and draft Shady Cove Map	0.75
3/20	Shady Cove URA Concept V1	1.25
4/14	Shady Cove URA Concept V2	0.25
	Project Total	2.25 hours
	Rate	\$120/hour
	<b>Total</b>	<b>\$270.00</b>
	<b>Total Due for Project SB1530</b>	<b>\$1,635.00</b>

	<b>Planning Department Staffing - Joe</b>	
4/1	In Shady Cove – Respond to permit inquiries	5.50
4/3	Staff report DR25-02 and park zone change application	5.25
4/4	Park zone change application	3.75
4/8	In Shady Cove – Planning Tech, current Planner, long-range Planner	7.00
4/10	Research and respond to permit inquiries – investigate code update	5.50

**ENRICH Communities, Inc**  
 DBA ENRICH Oregon, LLC

# INVOICE

Date: June 1, 2025  
 INVOICE # 256

Comments: City of Shady Cove – Water Project SB1530 & Planning Department Staffing all work from 5/1/25 to 5/31/25

Bill To City of Shady Cove  
 Attn: Michele Parry  
 PO Box 1210  
 Shady Cove, OR 97539  
 (541) 878-2225  
 Customer ID 106

Date	Description	Hours
	<b>Water Project SB1530 - Joe</b>	
5/8	DLCD housing grant & Water system meetings	2.75
5/21	Water system meeting – housing grant coordination	2.50
5/22	DLCD housing grant webinar, PC meeting – code amendments	3.50
	<b>Project Total</b>	<b>8.75 hours</b>
	<b>Rate</b>	<b>\$195/hour</b>
	<b>Total</b>	<b>\$1,706.25</b>
	<b>Planning Department Staffing - Joe</b>	
5/1	Respond to permit inquiries & planning questions	1.50
5/5	U-Haul & City Zone Change	3.50
5/6	In Shady Cove – General planning, TGM	5.75
5/8	Respond to permit inquiries & planning questions	0.75
5/9	Respond to planning questions	0.75
5/12	Respond to planning questions	1.00
5/13	In Shady Cove – General planning, TGM	6.50
5/14	Respond to planning questions	0.50
5/15	Zone Change, floodplain review	2.50
5/19	Respond to planning questions	0.75
5/20	In Shady Cove – General planning, TGM	7.25
5/22	In Shady Cove – General Planning, TGM, PC meeting for park ZC	3.75
5/23	Review/comment TGM documents, cost tracking for TGM	2.50
5/27	Respond to planning questions	0.50
5/28	Respond to planning questions	0.25

**ENRICH Communities, Inc**  
 DBA ENRICH Oregon, LLC

# INVOICE

Date: July 1, 2025  
 INVOICE # 259

Comments: City of Shady Cove – Water Project SB1530 & Planning Department Staffing all work from 6/1/25 to 6/30/25

Bill To: City of Shady Cove  
 Attn: Michele Parry  
 PO Box 1210  
 Shady Cove, OR 97539  
 (541) 878-2225  
 Customer ID 106

Date	Description	Hours
	<b>Water Project SB1530 - Joe</b>	
6/2	TGM and LUCS for Manzanita	1.25
6/3	TGM time report	0.50
6/4	Housing grants DLCD	0.75
6/12	Housing grants DLCD	1.00
6/13	In Shady Cove – SB1530 project meeting	3.75
6/16	TGM coordination	1.00
6/26	TGM coordination	0.50
	<b>Project Total</b>	<b>8.75 hours</b>
	<b>Rate</b>	<b>\$195/hour</b>
	<b>Total</b>	<b>\$1,706.25</b>
	<b>Water Project SB1530 – GIS</b>	
6/2	Creation of SC zoning layer w/ attributes	1.25
6/8	Interactive map -WebMap Layers	3.75
6/15	Experience/WebApp	4.25
6/22	Add mailing label widget and edits to labels/symbology	0.50
	<b>Project Total</b>	<b>9.75 hours</b>
	<b>Rate</b>	<b>\$120/hour</b>
	<b>Total</b>	<b>\$1,170.00</b>
	<b>Total Due for Water Project SB1530</b>	<b>\$2,876.25</b>

**ENRICH Communities, Inc**  
 DBA ENRICH Oregon, LLC

# INVOICE

Date: October 1, 2025  
 INVOICE # 271


Comments: City of Shady Cove – Water Project SB1530 & Planning Department Staffing all work from 9/1/25 to 9/30/25

Bill To City of Shady Cove  
 Attn: Michele Parry  
 PO Box 1210  
 Shady Cove, OR 97539  
 (541) 878-2225  
 Customer ID 106

Date	Description	Hours
9/13	Water Project SB1530 - Joe	
9/15	In Shady Cove – water project meeting	4.50
9/16	Water project – project management/communication	1.25
9/16	Meeting w/ RH2	1.75
9/18	City Council report	3.25
9/22	Water project – project management/communication	2.75
9/23	Water project meeting	0.75
		2.25

Project Total 16.50 hours  
 Rate \$195/hour  
 Total \$3,217.50

9/4	Planning Department Staffing - Joe	
9/5	Planning questions, PC agenda	2.25
9/8	Planning questions, PC agenda, TGM	1.75
9/9	Planning questions, PC agenda, Melissa letter	2.75
9/11	TGM time report and project management	1.50
9/15	In Shady Cove – Planning Commission meeting	2.50
9/18	Planning questions	0.50
9/22	General planning	1.50
9/25	Planning questions, riparian/floodplain	1.25
9/26	Riparian/floodplain, PC meeting planning	3.25
	Riparian/floodplain, PC meeting planning	1.25
	Project Total	18.50 hours



# CABLE HUSTON<sup>LLP</sup>

City of Shady Cove  
 Attn: Michele Parry, City Administrator  
 PO Box 1210  
 Shady Cove, OR 97539

April 18, 2025  
 Invoice #151675  
 File Number: 33665.002

RE: **Sunstone - Water Municipalization**

### PROFESSIONAL SERVICES

Date	Timekeeper	Description	Hours	
02/20/2025	TAB	Call with M. Parry to obtain initial details of water rights and other issues [no charge].	0.50	
03/12/2025	TAB	Review OWRD materials and research regarding same to address LUCS request; respond to inquiry regarding communications with NW Natural.	1.50	
03/13/2025	TAB	Prepare for and attend call with client team regarding system valuation and other issues.	1.00	
03/17/2025	TAB	Respond to M. Parry requests regarding responses to NW Natural, including LUCA request.	0.40	
03/20/2025	TAB	Call with client team regarding NW Natural debrief.	0.30	
03/27/2025	TAB	Review and provide comment on letter to Hiland; follow up with client team regarding same.	0.70	
Total Fees			4.40	\$1,482.00

### PROFESSIONAL SERVICES SUMMARY

Timekeeper	Hours	Rate	Amount
Brooks Tommy	3.90	\$380.00	\$1,482.00
Brooks Tommy	0.50	\$0.00	\$0.00
Total Fees & Disbursements			\$1,482.00
Current Charges			\$1,482.00
Previous balance			\$0.00
<b>Balance due upon receipt</b>			<b>\$1,482.00</b>

Total Trust Balance: \$0.00

Suite 1500, 1455 SW Broadway, Portland, Oregon 97201-3412 Phone: 503.224.3092 Fax: 503.224.3176

COSTS MAY HAVE BEEN INCURRED WHICH ARE NOT ON THIS STATEMENT. THESE COSTS WILL APPEAR ON SUBSEQUENT STATEMENTS.



# CABLE HUSTON<sub>LLP</sub>

City of Shady Cove  
 Attn: Michele Parry, City Administrator  
 PO Box 1210  
 Shady Cove, OR 97539

June 18, 2025  
 Invoice #152761  
 File Number: 33665.002

RE: Sunstone - Water Municipalization

## PROFESSIONAL SERVICES

Date	Timekeeper	Description	Hours
04/16/2025	LW	Review template resolution and discuss request with T. Brooks for Board authorization to pursue water system options; review SB 1530 and recent solicitations for water system related services from the City; draft resolution to authorize pursuit of water system provision and funding and send to T. Brooks with comment.	1.80
04/16/2025	TAB	Prepare for and attend call with client team regarding update with NW Natural call; edit draft Resolution.	0.50
04/17/2025	LW	Review final edits to proposed resolution authorizing inquiry into water system options and respond to T. Brooks on the same.	0.10
04/17/2025	TAB	Provide final version of proposed Resolution for setting policy to pursue water system.	0.20
04/23/2025	TAB	Prepare draft findings to support Land Use Information Form.	2.30
04/25/2025	TAB	Prepare for and attend call with M. Parry regarding Land Use form; revise findings based on same.	0.80
Total Fees			5.70
			\$2,109.00

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City of Shady Cove  
Sunstone - Water Municipalization  
Invoice # 152761

Cable Huston  
June 18, 2025  
Page: 2

**PROFESSIONAL SERVICES SUMMARY**

<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Brooks Tommy	3.80	\$380.00	\$1,444.00
Westmeyer Laura	1.90	\$350.00	\$665.00
Total Fees & Disbursements			<u>\$2,109.00</u>
Current Charges			<u>\$2,109.00</u>
Previous balance			\$1,482.00
Less Payments			(\$1,482.00)
<b>Balance due upon receipt</b>			<u><u>\$2,109.00</u></u>

Total Trust Balance: \$0.00

Suite 1500, 1455 SW Broadway, Portland, Oregon 97201-3412 Phone: 503.224.3092 Fax: 503.224.3176

COSTS MAY HAVE BEEN INCURRED WHICH ARE NOT ON THIS STATEMENT. THESE COSTS WILL APPEAR ON SUBSEQUENT STATEMENTS.



TOMMY A. BROOKS  
ADMITTED IN OREGON & WASHINGTON

tbrooks@cablehuston.com  
www.cablehuston.com

March 5, 2025

**VIA E-MAIL**

City of Shady Cove  
Attn: Michele Parry, City Administrator  
P.O. Box 1210  
22451 Highway 62  
Shady Cove, OR 97539  
mparry@shadycove.org

**Re: Legal Representation Agreement**

Ms. Parry:

Thank you for retaining our firm to represent the City of Shady Cove ("City"). This letter and the accompanying General Terms of Engagement set forth the scope and terms governing our representation of the City. Please carefully review both documents, and, if the terms are acceptable, please have a copy of this letter signed and returned to me. A copy of the letter with a scanned signature sent by e-mail in .pdf format is sufficient.

The City is initially retaining our firm to provide legal assistance with respect to the potential municipalization of a water system that currently serves portions of the City. The City has also retained us to advise it on various water rights and land use-related matters. I will work to ensure that the Firm performs work only as directed by the City in consultation with the City Administrator.

Chad Stokes and I will be the primary attorneys working on your matters. Occasionally, we may need to work with other attorneys based on their particular expertise. It may also make economic sense to use an associate attorney or a paralegal to assist with the City's work. I will review the bill each month to make sure it accurately and fairly reflects the work performed. If you have any questions about a bill, please call me.

Our current rates are reflected in the table on the first exhibit attached to this letter. For reference, I qualify as a "Mid-Level Partner" and Mr. Stokes qualifies as a "Senior Partner." We typically update our rates prior to July 1<sup>st</sup> of each year so that changes coincide with our public clients' fiscal years. However, I will commit to the City that these rate will not change prior to January 1, 2026.

City of Shady Cove  
March 5, 2025  
Page 2

Our firm will typically send a bill monthly for legal services performed in the preceding month. Sometimes it may make sense to hold a bill until the completion of a particular project. If the City has any particular billing format or frequency it requires to comport with its own business practices, please let me know and we will work with you to do what we can to meet those requirements. Payment is to be made within thirty days after receipt of the bill. If payment is not timely made for a bill, our firm reserves the right to request a retainer for future work, or to withdraw from representation altogether if we can do so in accordance with Oregon's professional rules applicable to attorneys.


If you have any questions about this letter or the General Terms of Engagement, please give me a call. Again, thank you for asking our firm to assist you with your legal needs. I appreciate the opportunity to work with the City.

Very truly yours,



Tommy A. Brooks

IT IS SO ACCEPTED AND AGREED ON BEHALF OF  
CITY OF SHADY COVE



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Name: Michele Pamy  
Title: City Administrator

Date: 3.5.2025

Enclosures

## CURRENT RATES

Position	Hourly Rate
Senior Partner	\$360.00
Mid Level Partner	\$305.00
Entry Partner/Of Counsel	\$295.00
Senior Associate	\$275.00
Junior Associate	\$250.00
Paralegal	\$225.00

Senior Partner: Cable Huston's Senior Partners lead their practice areas at the firm. Senior Partners have at least twenty years of experience as a practicing attorney and more than ten years of experience at the partner level. Senior Partners are demonstrated leaders in their field and have the highest level of skill in that field.

Mid-Level Partner: A Mid-Level Partner has at least ten years of experience as a practicing attorney and five years of experience at the partner level. Mid-Level Partners are developing leaders in their field and have demonstrated experience representing a wide variety of clients in that field.

Entry Partner/Of Counsel: Cable Huston elects Entry Partners and Of Counsel attorneys to join the Partnership when the individual attorney has demonstrated a high-level of skill and expertise in one or more practice areas, the ability to lead a team of attorneys and staff on individual projects, and an ability to develop new clients or work. Entry Partners typically have a minimum of five years of experience as a practicing attorney in addition to those qualities.

Senior Associate: A Senior Associate has more than three years of experience as a practicing attorney. While Senior Associates are well-versed in a wide variety of practice areas, they tend to work in a particular practice area. Senior Associates continue to operate under the close supervision of a partner-level attorney, but with much greater autonomy.

Junior Associate: A Junior Associate has up to three years of experience as a practicing attorney and may work in a wide variety of practice areas assisting other attorneys.

## GENERAL TERMS OF ENGAGEMENT

1. Professional Undertaking. Tommy A. Brooks will have primary responsibility for legal work undertaken on your behalf. Other attorneys and paralegals in the office may be used in this matter in the best exercise of our professional judgment. We will endeavor to assist you in a professional manner and to the best of our abilities, but we cannot guarantee the outcome of any given matter.

2. Fees. When establishing fees for services that we render, we are guided primarily by the time and labor required. We internally assign to each lawyer an hourly rate based on the ability and experience of the lawyer or lawyers in our firm who perform the services. The hourly rates established for the principal lawyers involved in representation of the client are provided in your legal representation agreement letter.

Our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability and experience. Any such changes in hourly rates are recorded on monthly bills without any separate notice, and are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth-hour (six minute) increments.

3. Out-of-Pocket Expenses. In addition to legal fees, our bills will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Advanced expenses generally will include such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include such items as courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the retainer deposit) when we expect that we will be required to incur substantial advanced costs on behalf of the client.

During the course of our representation and with your specific authorization, it may be determined to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

4. Retainers. For new clients, we may require a retainer deposit. Any such advance payment is held by us in our client trust account. You agree we have the right, without notice and in our own discretion, to apply all or a portion of such funds against past due billings or other amounts owing to us. In the event we draw against an advance payment, we reserve the right to suspend work on your behalf until such time as the deposit is

replenished in full. The balance of any advance payment against future billings remaining at the conclusion of a matter for which we have been paid in full will be refunded to you.

5. Trust Account. All trust deposits from clients (including retainer) are held in a client trust account. By court rule in Oregon, funds deposited to a trust account are subject to IOLTA (Interest on Lawyer's Trust Account) participation. The only exception is when the deposit is large enough to earn interest in excess of bank and administrative costs. IOLTA funds are used to support law related charitable and educational activities.

The firm's trust account is held at the Washington Trust Bank. Our trust account is an FDIC insured account. Your funds being held in our trust account count towards the maximum FDIC insurance amount of \$250,000 available for accounts held at the Washington Trust Bank. If you have additional funds in the same institution approaching or exceeding the insurable limit, you may wish to make other arrangements so that all of your deposits there will remain insured.

6. Billings. We bill periodically throughout the engagement for a particular matter, and our periodic bills are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our bills will be rendered monthly. Our bills contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If our bills are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if a bill has not been paid within 30 days from the date of the bill, we may impose a late charge of 1.5 percent per month (an 18 percent annual percentage rate) from the 30th day after the date of the bill until it is paid in full. Late charges apply to specific monthly bills on an individual bill basis. Any payments made on past due bills are applied first to the oldest outstanding bill. We are entitled to attorneys' fees and expenses if collection activities are necessary.

7. Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire and are willing to discuss with you any of the various billing formats we have available that best suit your needs.

8. Relationships with Other Clients. Because we are a full-service law firm with many clients, we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Cable Huston LLP, our firm is not prevented from representing other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with respect to matters that are not related in any way to our representation of you.

9. Termination. You have the right to terminate our representation at any time. We have the same right, subject to our obligation to give you reasonable notice to arrange

alternative representation and, if required, to obtain permission of the judge before whom a litigation matter is pending.

10. Files. You have the right to the contents of your files at any time; however, your rights are subject to our statutory lien for unpaid attorney fees and costs. You consent to and agree that we can destroy your file if ten or more years have passed since your last contact with this firm. If we represent you on an ongoing basis involving different matters, you consent to and agree that we can destroy the file for any particular matter if it has been completed for ten or more years provided we first notify you that we intend to destroy the file and you have not given us contrary instructions within thirty days. "Files" for this purpose include electronic and paper files.

11. Privacy/Confidentiality Policy. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than other privacy laws. We have always protected your right to privacy and will continue to do so.

In the course of providing legal advice to you, we may receive significant personal financial information about you, which we retain to assist you with your professional needs and in, some cases, to comply with professional guidelines. We want you to know that all information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed by you, or as required under applicable law. To accomplish this, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

12. Acceptance of Terms of Engagement. Your agreement to this engagement constitutes your acceptance of the foregoing terms. If any of these terms are unacceptable to you, please advise us now so we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.