

MISSION STATEMENT

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



**CITY OF SWEET HOME  
CITY COUNCIL  
AGENDA**

WIFI Passcode:  
guestwifi

August 22, 2017, 6:30 p.m.  
City Hall Annex, 1140 12th Avenue  
Sweet Home, OR 97386

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

**A. Call to Order and Pledge of Allegiance**

**B. Roll Call:**

- |                   |                 |
|-------------------|-----------------|
| Councilor Coleman | Mayor Mahler    |
| Councilor Gerson  | Councilor Trask |
| Councilor Goble   | Vacant          |
| Councilor Gourley |                 |

**C. Consent Agenda:**

- a) Approval of Minutes:
  - i. August 07, 2017 City Council Minutes – WS (pg. 3-4)
  - ii. August 08, 2017 City Council Minutes – WS (pg. 5)
  - iii. August 08, 2017 City Council Minutes (pg. 6-10)
  - iv. August 10, 2017 City Council Minutes – WS (pg. 11)
  - v. August 15, 2017 City Council Minutes – WS (pg. 12)

**D. Recognition of Visitors and Hearing of Petitions**

**E. Old Business:**

**F. New Business:**

- a) Declaration of Council Vacancy – Discussion
- b) Request for Council Action - Local Agency Agreement Multimodal Transportation Enhance Program (MTEP) (pg. 13-32)
- c) Sweet Home Police Department Agency Review (pg. 33-78)

**G. Introduction, First and Second Reading of Ordinance Bills**

- a) INTRODUCTION

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

MISSION STATEMENT

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- b) FIRST READING
- c) SECOND READING

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

**I. Resolutions**

**J. Reports of Committees:**

Administrative & Finance/Property	Goble
Parks Board	Trask
Public Safety/Traffic Safety	Coleman
Public Works	Mahler
Tree Commission	Trask
Youth Advisory Council	Gourley
Chamber of Commerce	Coleman
Fire District	Trask
Council of Governments	Gerson
Area Commission on Transportation	Coleman
Solid Waste Advisory Council	Goble
Ad Hoc Committee on Health	Gourley

**K. Reports of City Officials:**

- a) Mayor’s Report
- b) City Manager’s Report
- c) Department Director’s Reports:
  - i. Finance Director
    - (1) Quarterly Report (pg.79-83)
    - (2) 2016 vs. 2017 Comparison (pg. 84)
    - (3) SHMC Monthly Report – July 2017 (pg. 85)
  - ii. Library Services Director
    - (1) Library Advisory Board Minutes – August 2017 (pg. 86)
    - (2) Library Statistics – June/July 2017 (pg. 87)
  - iii. Community and Economic Development Director
  - iv. Police Chief
  - v. Public Works Director
  - vi. City Attorney’s Report

**L. Adjournment**

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

SWEET HOME SPECIAL MEETING MINUTES  
CITY COUNCIL AND COUNTY COMMISSIONERS  
JOINT WORK SESSION  
August 07, 2017

The Work Session was opened at 11:30 p.m. in the Jim Riggs Community Center.

Attendance:	Councilor Coleman	P	Commissioner Lindsey	P
	Councilor Gerson	P	Commissioner Nyquist	P
	Councilor Goble	AB	Commissioner Tucker	P
	Councilor Gourley	P		
	Mayor Mahler	P		
	Councilor Trask	P		
	Councilor Underwood	AB		

Ralph Wyatt, County Administrator and Phil Warnock with OCWCOG also were in attendance.

Staff: City Manager Ray Towry and Recording Secretary Julie Fisher.

Media: Alex Paul, Albany Democrat Herald  
Jennifer Moody, Albany Democrat Herald

The purpose of the meeting was for general discussion. Phil Warnock highlighted a variety of services offered by the Council of Governments with a focus on Economic Development. Other services and programs include the Area Commission on Transportation which just completed a Safe Routes to School program in Sweet Home, HR Recruitment Services, Small Business Lending Program, and a Volunteer Program which includes the Meals on Wheels Program. The COG can also provide technical services and support.

Economic Development for Sweet Home was discussed including streamlining process and updating development codes to attract development acknowledging a community must be easy to work with and "shovel ready" for Economic Development to happen. Commissioner Nyquist stated the growth the community will see is the expansion of established businesses and identified them as "Targets of Opportunity".

There was discussion on the lack of a trained work force and how that affects development. The Pipeline Program is a partner with the Sweet Home School District and teaches work skills to students.

Commissioner Tucker stated a Chamber of Commerce can play an active role in Economic Development and questioned the status of the Sweet Home Chamber. It was reported after some difficulties the Chamber is moving forward in a positive direction and will be Board ran.

Alex Paul asked the County Commissioners the status of the former Knife River Property and it was reported the City is moving forward with steps to acquire the property from the County.

The meeting adjourned at 1:00pm.

The foregoing is a true copy of the proceedings of the City Council and County Commissioners at the August 7, 2017 Joint Work Session.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder

SWEET HOME CITY COUNCIL  
SPECIAL MEETING MINUTES

August 08, 2017

The City Council Work Session was opened at 5:30 p.m. in the City Hall Annex.

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

Staff: City Manager Ray Towry, City Attorney Robert Snyder and Recording Secretary Julie Fisher.

Media: Sean Morgan

The purpose of the meeting was to review the Chamber agreement.

City Manager Towry will work with the Chamber to revise the Chamber Agreement to address concerns of the Council. The updated agreement will be brought before Council during a future work session.

The meeting adjourned at 6:30 pm.

The foregoing is a true copy of the proceedings of the City Council at the August 08, 2017 City Council Work Session.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder

SWEET HOME CITY COUNCIL  
MEETING MINUTES

August 8, 2017

Mayor Mahler called the meeting to order at 6:35 p.m. in the City Hall Annex. The Pledge of Allegiance was recited.

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

Visitors Registered to Speak: Gary Jarvis

Media: None

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

**Consent Agenda:** **Motion was made to approve the Consent Agenda. (Gerson/Coleman) Motion carried 6 Ayes, 0 Opposed, 1 Absent (Underwood)**

Items on the consent agenda are as follows:

Approval of Minutes:

July 25, 2017 City Council Minutes

**Recognition of Visitors & Hearing of Petitions**

Gary Jarvis  
PO Box 284  
Sweet Home, OR 97386

Mr. Jarvis questioned the Council on planning for the Solar Eclipse Event and read a letter to the editor that he submitted.

City Manager Towry stated the City is preparing.

**Old Business:**  
City Manager's Self Evaluation

City Manager Towry handed each Councilor a blank City Manager Evaluation Form as well as a completed self-evaluation. The Council was asked to return the completed form in during the Work Session on August 15<sup>th</sup>. An Executive Session was scheduled for August 22<sup>nd</sup> for the City Manager evaluation.

**New Business:**

Resignation of Councilor Underwood.

Mayor Mahler read a resignation letter from Councilor Underwood effective July 31, 2017. Mayor Mahler stated he appreciated the service of Councilor Underwood.

**Request for Council Action –  
Municipal Lease and Option  
Agreement**

I hereby certify that the forgoing  
is a full, true, and correct copy of  
the original.

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Julie A. Fisher  
Administrative Assistant

Police Chief Lynn stated the department has leased vehicles since 2010. The vehicles are on a three year lease and then can be purchased by the department for \$1. The department operates with 7 vehicles. 3 vehicles were replaced in 2013. The new vehicle will replace the 2006 Chevy Impala which will be surplus. Chief Lynn stated the 2017-2018 Budget was approved with a line item of \$26,000 for vehicle lease. Chief Lynn asked for authorization to enter into a lease agreement.

**Motion to authorize the Police Chief to enter into a lease agreement (Gourley/Coleman)**

**Roll Call Vote:**

Councilor Coleman	Aye
Councilor Gourley	Aye
Mayor Mahler	Aye
Councilor Trask	Aye
Councilor Underwood	Absent
Councilor Gerson	Aye
Council Goble	Aye

**The Motion passed with 6 Ayes, 0 opposed, and 1 absent (Underwood)**

**Introduction, First and Second  
Reading of Ordinance Bills:**

**Introduction:**

**First Reading:**

**Second Reading:**

**Third and Final Reading of  
Ordinance Bills:**

**Ordinance No. 8 for 2017-  
Ordinance No. 1262 - An  
Ordinance Granting a Non-  
Exclusive Gas Franchise to  
Northwest Natural Gas  
Company, Fixing Terms,  
Conditions and Compensations  
of such Franchise; and  
Repealing Sweet Home  
Ordinance No. 1145**

City Attorney Snyder ready by title only Ordinance No. 8 for 2017 – An Ordinance Granting a Non-Exclusive Gas Franchise to Northwest Natural Gas Company, Fixing Terms, Conditions and Compensations of such Franchise; and Repealing Sweet Home Ordinance No. 1145.

**Motion to accept Ordinance No. 8 for 2017  
(Trask/Gerson)**

**Roll Call Vote:**

Councilor Gourley	Aye
Mayor Mahler	Aye
Councilor Trask	Aye
Councilor Underwood	Absent
Councilor Gerson	Aye
Councilor Goble	Aye
Councilor Coleman	Aye

**Motion Passed with 6 Ayes, 0 Opposed and 1 Absent (Underwood).**

**Resolutions:**

Council Reports

*Committee Reports:*

Administration & Finance/  
Property Committee      None

Public/Traffic Safety      Councilor Coleman referred to the minutes from July 25, 2017 that was included in the Council packet.

Public Works      Mayor Mahler questioned the process on utilizing hydrants. Public Works Director Springman stated that is something he is looking into and the process will change for better control.

*City Boards/Committees:*

Chamber of Commerce  
Bill Matthews  
Chamber of Commerce  
Board Chairman      Councilor Coleman stated the Chamber has sold their building and is debt free. They Board is working on revising their bylaws and goals.

Fire District      None

Park Board      Councilor Trask announced a meeting with Oregon Trust on August 9<sup>th</sup> at 11:30am to review grant options for lighting in Sankey Park.

Tree Commission      Councilor Trask announced the next meeting on August 16<sup>th</sup>.

Y.A.C.      Councilor Gourley stated the YAC is working on the banner project, web page update and a flash mob for the Zombie Run. The YAC is also looking to rebrand their logo.

Ad Hoc Committee  
Community Healthcare      Councilor Gourley announced the next meeting has been cancelled since it was scheduled for the day of the solar



eclipse.

Bob Dalton reported on the upcoming Community Health Fair which has grown from 32 tables last year to 50 so far. A radio ad will air on KGAL and the Tell and Sell will run an ad. Finance Director Pat Gray reported 100 have registered for the Solar Eclipse Run.

*Regional Boards/Committees:*

Area Commission on  
Transportation (ACT)

Councilor Coleman stated the Committee discussed the Solar Eclipse event. Councilor Coleman learned funding is available to provide flashing crosswalks for pedestrian safety.

COG

None

Solid Waste Advisory  
Council (SWAC)

None

Mayor's Report

Mayor Mahler reported the Jamboree went very well and was another successful event.

City Manager's Report

City Manager Ray Towry stated staff is working on a Prospective Purchaser Agreement (PPA) with DEQ for the Knife River Property. The PPA is an extra layer of insurance to protect the City.

City Manager Towry reported the Solar Eclipse Operation Plan is complete, mailings will be sent to residents who receive water bills.

City Manager Towry announced the new web site is live.

Department Directors Reports:

Finance Director

Finance Director Pat Gray referred to the department reports in the Council Packet.

Library Director

Library Services Director Peda announced there are only 2 summer reading programs remaining. Over 700 children and adults have participated in the programs so far. The next Summer Reading Program is the Museum of Natural and Cultural History. There will also be a Total Solar Eclipse party where the students will receive free eclipse viewing glasses and rocket popsicles.

Community and Economic  
Development Director

Mayor Mahler reported economic development was discussed during a joint work session with the City Council and County Commissioners on August 7<sup>th</sup>.

Police Chief

Chief Lynn reported on the Jamboree noting it was the smoothest Jamboree and least number of calls of service in 25 years. There were a few thefts reported from

campgrounds. Chief Lynn stated he will bring stats and information to the Council during the next meeting of Council costs and level of calls.

Public Works

Public Works Director Greg Springman announced a tour of the WWTP on August 10<sup>th</sup> at 6:30pm.

City Attorney

None

Adjournment:

With no further business the meeting adjourned at 7:26 PM.

The foregoing is a true copy of the proceedings of the City Council at the August 8, 2017 regular City Council Meeting.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder

SWEET HOME CITY COUNCIL  
SPECIAL MEETING MINUTES

August 10, 2017

The City Council Work Session was opened at 6:30 p.m. at the Waste Water Treatment Plant.

Roll Call:	Councilor Coleman	P	Mayor Mahler	P
	Councilor Gerson	P	Councilor Trask	P
	Councilor Goble	P	Vacant	
	Councilor Gourley	AB (EX)		

Staff: City Manager Ray Towry and Public Works Director Greg Springman

Media: None

The purpose of the meeting was to tour the Waste Water Treatment Plant facilities. Brian Helliwell and Steven Haney with CH2M conducted the tour.

The meeting adjourned at 7:30 pm.

The foregoing is a true copy of the proceedings of the City Council at the August 10, 2017 City Council Work Session.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder

SWEET HOME CITY COUNCIL  
SPECIAL MEETING MINUTES

August 15, 2017

The City Council Work Session was opened at 5:40pm. in the City Hall Annex.

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

Staff: City Manager Ray Towry, City Attorney Robert Snyder and Recording Secretary Julie Fisher.

Media: None

The purpose of the meeting was to review the Council Rules and Procedures.  
The Council reviewed ways processes can be streamlined and more efficient.

Councilor Goble left the meeting at 6:55pm.

City Manager Towry will revise the draft City Council Rules and bring the final draft to the Council for review.

The meeting adjourned at 6:55 pm.

The foregoing is a true copy of the proceedings of the City Council at the August 15, 2017 City Council Work Session.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder

# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> August 22, 2017 <b>SUBMITTED BY:</b> Joe Graybill, Staff Engineer <b>REVIEWED:</b> Ray Towry, City Manager	<b>TITLE:</b> ODOT Multimodal Transportation Enhancement Program (MTEP) Agreement  <b>ATTACHMENTS:</b> ODOT Multimodal Transportation Enhancement Program (MTEP) Agreement	<b>TYPE OF ACTION:</b> — RESOLUTION — MOTION <u>  X  </u> OTHER
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**PURPOSE OF THIS MEMO:** The Multimodal Transportation Enhancement Program (MTEP) is the agreement between ODOT and the City of Sweet Home to construct multi-use path, sidewalks and bike lanes along US 20 from 54th Avenue to Riggs Hill Road in the City of Sweet Home.

**BACKGROUND/CONTEXT:** As part of a major 3R roadway improvement to Main St by ODOT in 1999, the sidewalks being constructed stopped short of the east city limits – Riggs Hill Road/Shea Point – at 54<sup>th</sup> Avenue in Foster. Amongst tightening financial reasons at the time, the active RR trestle was a design constraint to sidewalks continuing eastward. Consultations with ODOT, the USACOE, and Albany & Eastern over the years have morphed into a sidewalk accessibility plan that can provide east-west access and serve many customers. The recent Oregon Solutions All Lands Collaborative South Santiam Community Forest Corridor project identified the west terminus specifically in Sweet Home, and other projects Linn County has been working on, with the applications of federal grants (Federal Lands Access Program) have all indicated that pathways and access are needed from Sweet Home to the lake shore and eastward.

In 2012, Sweet Home Engineering Staff applied to the ODOT STIP grant process with an application to have sidewalks, safe crossings, parking, and a wide shoreline multi-use path that connected from an existing one off 60<sup>th</sup> Ave eastward to the USACOE Shea Point Overlook. This project was approved in a competitive application process with our local Region 2 ACTs, and adopted into the Statewide Transportation Improvement Program by the Oregon Transportation Commission on December 18, 2014.

**THE CHALLENGE/PROBLEM:** Should the City accept Agreement No. 31705 between the City of Sweet Home and ODOT?

**STAKEHOLDERS:**

Citizens: The improvements will enhance safety and are beneficial to public.

City: This project is in alignment with Council Goal IV. To provide viable and sustainable infrastructure.

Staff: Gives staff direction to formulate a work plan will help create alignment in daily operations as staff makes decisions they believe to meet the Council’s goals.

Oregon Department of Transportation.

Linn County Road Department

US Army Corps of Engineers - Foster Reservoir.

**ISSUES & FINANCIAL IMPACTS:** The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The total project cost is estimated at \$1,800,500.00, which is subject to change. Federal funding for this project shall be limited to \$1,276,965.00. The City shall be responsible for all remaining costs, including the

10.27 percent match for all eligible costs, any nonparticipating costs, and all costs in excess of the available federal or state funds. The city funding match for the project is allocated within the Street Maintenance Capital Fund section of the Adopted 2017–2018 Operating Budget. Funds have been carried over from year to year recently in anticipation of the project match requirements.

**ELEMENTS OF A STABLE SOLUTION:**

An agreement acceptable to all stakeholders that would allow the project to move forward and be completed.

**OPTIONS:**

1. Reject agreement and cancel project (Do Nothing): This option will prevent the improvements of sidewalk and other pedestrian improvements along Main St adjacent to Foster Lake.
2. Reject agreement and re-apply for an additional grant: Similar to option 1 above, this option will not only delay improvements in the identified work area, it will result in higher costs for the same amount of proposed work as the project scope is rescheduled – if reauthorized – to later years. However, this project scope could be redefined to reduce the originally proposed work area reducing required local agency grant match.
3. Accept Local Agency Agreement and authorize agreement: Accept the Local Agency Agreement and authorize the execution of the contract with ODOT in the amount of \$1,276,965.00 as originally proposed, any amendments, and with local agency responsible for the required funding match.

**RECOMMENDATION:**

Staff recommends City Council choose Option 3 – Accept Local Agency Agreement and authorize the contract with ODOT. The recommended option will enable ODOT to proceed with engineering design and construction of the project, intending to be completed in 2018-2019.

**LOCAL AGENCY AGREEMENT  
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)**

US 20: 54<sup>th</sup> Avenue – Riggs Hill Road (Sweet Home)  
City of Sweet Home

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “State” and “ODOT;” and the CITY OF SWEET HOME, acting by and through its elected officials, hereinafter referred to as “Agency,” both herein referred to individually or collectively as “Party” or “Parties.”

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. US 20 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). 54<sup>th</sup> Avenue and Riggs Hill Road are part of the city street system under the jurisdiction and control of Agency.
3. Agency has been awarded MTEP funding in the amount of \$1,276,965.00 for the Preliminary Engineering and Construction phases of US 20: 54<sup>th</sup> Avenue – Riggs Hill Road (Sweet Home) project.
4. Agency has agreed that ODOT will oversee this project on behalf of the Agency.

**NOW THEREFORE** the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**DEFINITIONS**

1. “Contract Award” (construction projects) means the issuance of a Notice to Proceed (NTP) to the construction contractor.
2. “Funding Ratio” means the relationship between MTEP funds and Total Project Cost and Other Funds and the Total Project Cost. This ratio is established at the time the agreement is executed and does not change during the course of the project. The ratio governs the obligation of MTEP funds at the time of construction/consultant award or Project Closeout.
3. “Match” means the minimum amount State or Agency must contribute to match the federal aid funding portion of the project.

4. "MTEP" means Multimodal Transportation Enhance Program and may be funded by a combination of federal and state funds.
5. "Other Funds" means other funding required to complete the project including but not limited to state, federal, and agency funds.
6. "Project Closeout" means project is ready to close as there are no more expenditures associated with project.
7. "Project Overruns" means the final cost estimate at Contract Award exceeds the estimated Total Project Cost estimate in this Agreement, or the final actual project costs exceed the final cost estimate at Contract Award.
8. "Project Underrun" means the final cost estimate at Contract Award is below the estimated Total Project Cost in this Agreement, or the final actual project costs are below the final cost estimate at Contract Award.
9. "Total Project Cost" means the estimated amount as shown in this Agreement. This amount will include MTEP funds, local matching funds, and other funds as required to complete project as stated in this Agreement.

## **TERMS OF AGREEMENT**

1. Under such authority, Agency and State agree to State constructing a multi-use path along Foster Lake in the City of Sweet Home, on behalf of Agency, hereinafter referred to as "Project" and is further defined below. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The Project Description and Deliverables are as follows:
  - a. Description: construct multi-use path, sidewalks and bike lanes along US 20 from 54<sup>th</sup> Avenue to Riggs Hill Road in the City of Sweet Home.
  - b. Deliverables: the Project includes installation of sidewalks between 55<sup>th</sup> and 60<sup>th</sup> Avenues on both sides of US 20, a sidewalk on the south side of US 20 extending 225 feet west from Riggs Hill Road and improvements to a multi-use path on the north side of US 20 extending 1700 feet west from Riggs Hill Road.
3. Both Parties agree that an amendment to this Agreement is required if any changes are made to the Project as described in Project Description and Deliverables above.
4. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$1,800,500.00, which is subject to change. Federal funding for this Project shall be limited to \$1,276,965.00. Agency shall be responsible for all



remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the available federal or state funds.

5. The Funding Ratio for this Project is 70.92% of MTEP funds to 29.08% Agency funds and applies to Project Underruns. The Funding Ratio for this Project does not apply in the case of Project Overruns.
6. If, at the time of Contract Award or Project Closeout, the Project Underruns the estimated Total Project Cost in this Agreement, MTEP funding and Other Funds will be obligated proportionally based on the Funding Ratio. Any unused MTEP funds, will be retained by State, and will not be available for use by Agency for this Agreement or any other projects.
7. Project Overruns which occur at the time of Contract Award, and or at the time of Project Closeout are the responsibility of the Agency.
8. Except as provided for in Attachment No. 1, Special Provisions No. 2, Project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering charges, construction engineering charges, and Contract Change Orders, as applicable shall be mutually agreed upon between the Agency and the State, as these decisions may impact the Total Project Cost. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.
9. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
10. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
11. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
12. This Agreement may be terminated by mutual written consent of both Parties.
13. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

City of Sweet Home/ODOT  
Agreement No. 31705

- a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
14. a. Information required by 2 CFR 200.331(a), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
- i) The indirect cost rate for this project at the time the agreement is written is zero (0%) percent.
15. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
16. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
17. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

18. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
19. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
20. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
21. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
22. State Contact for this Agreement is Brennan Burbank, Local Agency Liaison, ODOT, Region 2, 455 Airport Road SE, Building B, Salem Oregon 97301; telephone: (503) 986-2825; email: [brennan.burbank@odot.state.or.us](mailto:brennan.burbank@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
23. Agency's Contact for this Project is Ray Towry, City Manager, City of Sweet Home, 1140 12<sup>th</sup> Avenue, Sweet Home, Oregon 97386; telephone (541) 367-6243; email: [rtowry@ci.sweet-home.or.us](mailto:rtowry@ci.sweet-home.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18853) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

**CITY OF SWEET HOME**, by and through  
its elected officials

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Ray Towry, City Manager  
City of Sweet Home  
1140 12<sup>th</sup> Avenue  
Sweet Home, Oregon 97386  
(541) 367-6243  
Email: [rtowry@ci.sweet-home.or.us](mailto:rtowry@ci.sweet-home.or.us)

**State Contact:**

Brennan Burbank, Local Agency Liaison  
ODOT, Region 2  
455 Airport Road SE, Building B  
Salem, Oregon 97301  
(503) 986-2825  
Email: [Brennan.burbank@odot.state.or.us](mailto:Brennan.burbank@odot.state.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Traffic and Roadway Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Area 4 Manager

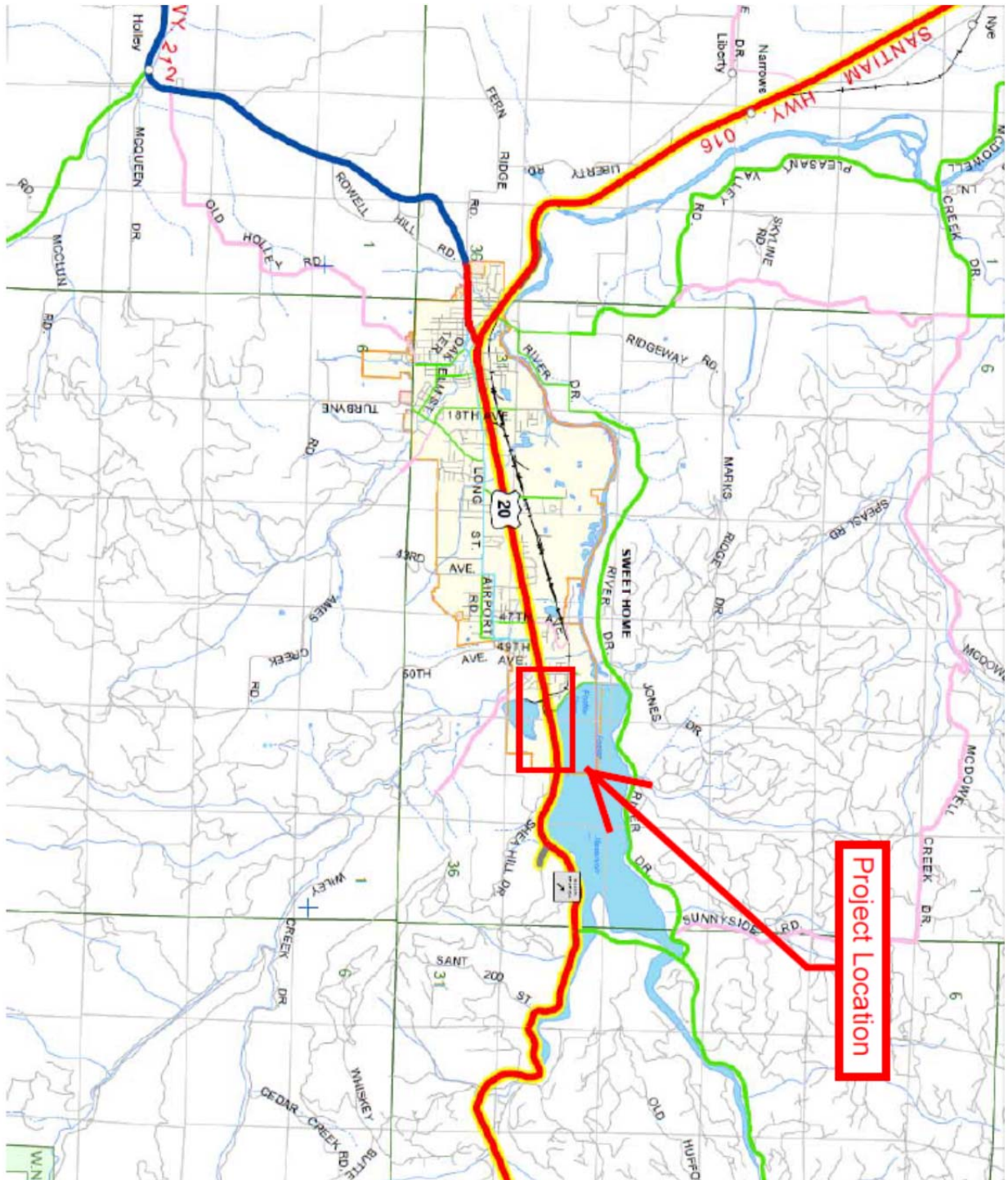
Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**EXHIBIT A – Project Location**



**ATTACHMENT NO. 1  
SPECIAL PROVISIONS**

1. State, or the consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies, assist with acquisition of necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments. State or the consultant shall conduct all work components necessary to complete the Project.
2. When the Project scope includes work on sidewalks and curb ramps, or triggers an obligation to address curb ramps, the Parties shall:
  - a. Utilize ODOT standards to assess and ensure Project compliance with the American's with Disabilities Act of 1990 (ADA), including ensuring that all sidewalks and curb ramps meet current ODOT Highway Design Manual standards;
  - b. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form
  - c. At Project completion, send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:  
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>
3. Agency shall, at its own expense, maintain and periodically inspect any sidewalks and curb ramps on portions of the Project under Agency's maintenance jurisdiction upon Project completion and throughout the useful life of the Project to ensure continuing compliance with the ADA. This provision shall survive termination of this Agreement.
4. Upon State's award of the construction contract, State, or the consultant, shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with ODOT-qualified personnel, and State will make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the ODOT Construction Manual and the ODOT Inspector's Manual.
5. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.

6. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per this Agreement.
7. State and Agency agree that the useful life of this Project is defined as 20 years.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.

## **ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS**

### **PROJECT ADMINISTRATION**

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State or its consultant, with Agency involvement shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.

### **PROJECT FUNDING REQUEST**

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, the consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

### **FINANCE**

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind



City of Sweet Home/ODOT  
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contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria 2 CFR 200.330.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

City of Sweet Home/ODOT  
Agreement No. 31705

10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (2 CFR 200.333(c)).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
  - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State

will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- 14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
- 15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

## **STANDARDS**

- 16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or the consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or the consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
- 17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
- 18. State and Agency agree that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any

design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or the consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

## **PRELIMINARY & CONSTRUCTION ENGINEERING**

21. Preliminary engineering and construction engineering may be performed by either a) State, b) State-approved consultant, or c) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.

25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

### **REQUIRED STATEMENT FOR United States Department of Transportation (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at [https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe\\_prog\\_plan.aspx](https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe_prog_plan.aspx). Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

### **Disadvantaged Business Enterprises (DBE) Obligations**

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."*

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work

including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

## **RIGHT OF WAY**

31. State and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or the consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. State or the consultant must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). State's Liaison shall contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. State or the consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

## **RAILROADS**

37. State or Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and, at Project expense, to provide railroad coordination and negotiations through the State's Utility & Railroad Liaison on behalf of Agency. However, State is under no obligation to agree to perform said duties.

## **UTILITIES**

38. State, the consultant, or Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

## **GRADE CHANGE LIABILITY**

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

## **MAINTENANCE RESPONSIBILITIES**

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of

the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

## **CONTRIBUTION**

43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

## **ALTERNATIVE DISPUTE RESOLUTION**

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.



## **WORKERS' COMPENSATION COVERAGE**

47. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

## **LOBBYING RESTRICTIONS** – pursuant to Form FHWA-1273, Required Contract Provisions

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

# Oregon Association Chiefs of Police

## Executive Resources Committee

### Agency Review Program

<b><u>Requesting Agency</u></b>	<b><u>Date of On-Site Review</u></b>
Sweet Home PD-Chief Jeff Lynn	May 30 & 31, 2017
<b><u>Review Team Leader</u></b>	<b><u>Reviewers</u></b>
Chief Jeff Groth-Sherwood Police Department	Chief Jim Band-Oregon City Police Department Chief (Ret.) Rick Lewis-Silverton Police Department
<b><u>Date of Report</u></b>	
June 27, 2017	

### Review Process

On December 12<sup>th</sup> 2016, a formal request for an agency review was made to the Oregon Association Chiefs of Police (OACP) Executive Resource Committee by Sweet Home Police Chief, Jeff Lynn. Chief Lynn requested a professional review of the entire police department. The request was reviewed by the Executive Resource Committee and approved by the OACP Executive Board. Chief Jeff Groth was selected as the Team Leader and the Review Team included Retired Silverton Police Chief, Rick Lewis, and Oregon City Police Chief, Jim Band.

The review process consisted of the following components:

- Preliminary contact with Chief Lynn and approval of the scope of work and accompanying process forms.
- Review of the police department's document of authority, policy manual, organizational structure, labor contract, any existing inter-agency agreements, any existing audit letters/findings and budget.
- An on-site review on May 30 and 31 2017, that included a department meeting, tour and review of facilities and all equipment, employee survey, community survey, time with field personnel to observe and assess field operations, interviews with several agency personnel and phone interviews with community stakeholders.
- Final report with accompanying attachments, observations, suggestions and recommendations.

## Scope of Work

The review included the following focus areas:

### 1. **Organizational Components:**

- a. Are effective leadership and management styles in place and demonstrated, including organizational structure, supervision and performance evaluations and strategic planning?
- b. Is the policy manual up to date, current and complete including key areas such as use of force, vehicle operation, evidence and property, professional standards, reports and records?
- c. Are the appropriate systems in place to comply with the policy?
- d. Are members adequately and appropriately trained, does that training meet industry standards and is it current and in line with State requirements?
- e. Does the agency have the facilities and equipment necessary to perform its required functions and are the facilities and equipment up to standard?
- f. Does the agency budget include the necessary funds for effective delivery of public safety services?

### 2. **Operational Components:**

- a. Is the agency adequately staffed to maintain an acceptable level of officer safety and provide the level of patrol response, proactive time and visibility desired by the community?
- b. Is the agency adequately and appropriately engaged with, and building relationships in the community?
- c. Is the agency responding to the needs, desires and expectations of the community?
- d. Are the agency's patrol response times within acceptable ranges based on community expectation and/or industry standards?
- e. Are the agency's patrol response protocols in accordance with policy and/or industry standards?
- f. Is the agency providing unbiased and equal enforcement of the law?

## Findings and Recommendations

### Overall Summary

The Sweet Home Police Department (Agency) is a publicly funded, municipal police agency with fifteen (15) sworn and seven (7) non-sworn members for a total department staffing of twenty-two (22) members. The agency provides police services 365 days a year on a 24/7 basis and serves a community of 9,090 residents in an area of 5.75 square miles. The total agency budget is \$2,469,000, all of which is provided through a local option levy.

The agency operates in a Council-Manager form of government with an appointed Police Chief that serves as the agency head and reports directly to the appointed City Manager.

Sweet Home is a rural community located in Linn County. Its closest neighbor is Lebanon, which is about 13.5 miles to the west. In reviewing the FBI Crime report for calendar year 2015, we found that Sweet Home has a very low violent crime rate, much lower than similarly sized communities. The property crime rate, on the other hand, is significantly higher than those same communities. This is an important fact that becomes more relevant when we discuss operational issues later in this report.

This review team found the agency to be very accommodating and professional. The staff we interacted with were pleasant and responsive and very passionate about their agency and their service to the community. Chief Lynn should be very proud of the agency, and he should be commended for his desire and willingness to be reviewed and for his and the agency's transparency.

### List of Attachments:

- Request Letter from Chief Lynn
- Waiver of Liability
- Preliminary Agency Questionnaire
- Signed Scope of Work and Agreement
- Survey Results
- Sweet Home PD policy 800
- Sweet Home PD Memo of 05/18/2017
- Sweet Home PD Memo of 05/26/2017
- Sweet Home PD policy 316
- Sweet Home PD policy 402
- Sweet Home PD policy 428

## Organizational Component

### **Are effective leadership and management styles in place and demonstrated, including organizational structure, supervision and performance evaluations and strategic planning?**

To help measure the leadership component, the review team posted an online employee survey which included a question regarding department leadership. We also conducted face to face interviews with 15 members of the department, including a staff member from every organizational level and discipline within the department. The full results of the employee survey are included in the attachments.

In reviewing the agency's structure and staffing, there is a shortage in the leadership team, as clearly evidenced by the feedback received from both the line employees and the leadership team, as well as our own assessment. There was a general consensus that the Chief and Sergeants were too busy and consequently not able to provide the type and amount of leadership and supervision they would like.

Chief Lynn felt the leadership team was spending too much time on managing and not nearly enough time on leading. He specifically mentioned the lack of 24-hour supervision. In reviewing the Sergeants' work schedules, it was obvious they are trying to do too much and are working too many extra shifts covering patrol shortages. In reviewing Chief Lynn's responsibilities we learned he is the immediate supervisor of the detective, school resource officer and community service officer. In our opinion, the agency is too big for the Chief Executive to be filling the role as an immediate supervisor and we do not believe this to be best practice.

Included in the employee survey was the following question, "In my opinion, we have effective leadership, supervision and support at Sweet Home PD." There was only two response options; I agree or I disagree. In response to this question roughly 31% of the respondents agreed and 69% disagreed. In conducting the interviews, the request most employees had for their Chief and Sergeants was more and improved communication. We believe the survey response was also a reflection of the desire for improved communication from leadership. This is true of most departments, though the need might be exacerbated in this agency for a couple reasons. To begin with, there is uncertainty looming within the department about the future of the agency's dispatch

function, and the resulting impact on fellow employees (dispatchers). Additionally, there seems to be an ever-present concern regarding the budget and the future of police funding.

With regard to dispatch, we learned that every police agency in Linn County has its own dispatch function, while Linn County runs the only Public Safety Answering Point (PSAP) for all county agencies, including police and fire. Apparently, the county PSAP will receive all the 911 and some of the non-emergency calls and then forward them to the appropriate agency dispatch to be assigned and tracked. We find this to be an antiquated system and although it may be common in rural areas, it is clearly not the most efficient method. Regardless, it is the current and accepted method in Linn County.

Recently, however, the City decided to shift all fire dispatch functions to the county. Apparently when that decision was made there was an executive level conversation about police dispatch as well. Unfortunately, word about the conversation got out and, not surprisingly, has caused a lot of anxiety in the department with resulting concern over the idea and the impact on police employees. We were not tasked to specifically address the dispatch issue, but it is clear the topic needs to be addressed internally, with open dialogue and communication. It is our *suggestion* that any future decisions take place at a county level and involve department personnel.

It was clear in the feedback we received that the agency consists of people dedicated to the team and to each other as individuals. Everyone we spoke with likes and respects their coworkers, including their supervisors and their Police Chief. A sentiment expressed that strongly is uncommon in our experience and should be recognized as an asset to the community. Often, stressful working conditions leave a team fractured; yet in spite of the challenges, we found the agency very strong.

Most employees thought their evaluations were accurate, fair and addressed mentoring issues to encourage their improvement. The evaluations also appear to be done on a consistent basis, well in-line with best practice.

In speaking with Chief Lynn, he shared that he hadn't done much strategic planning because he didn't feel he had the time. Not surprisingly then, a high percentage of members interviewed expressed a desire to know the Chief's vision for the department. Everybody knew their mission, but they wanted to hear the Chief relate how their department should accomplish their mission. Generally, people need to understand

what success looks like where they work and a vision statement specifically from the Chief would be helpful.

Through the review process we learned that Sweet Home is a member agency of City/County Insurance Services (CIS). When asked, Chief Lynn couldn't remember ever having a CIS Best Practice Review conducted on the police department. We also spoke about agency accreditation and Chief Lynn told us that he was interested in seeking accreditation for the agency but hadn't taken any steps toward that goal.

A couple additional topics that surfaced during the review was the City's Municipal Court, with several employees voicing concerns, and the City's labor representation. The employees' perception regarding the court was that it wasn't responsive enough in dealing with misdemeanor crimes. Several stories were relayed of repeat offenders with little to no, or delayed, ramifications for things like shoplifting. Officers relayed that the average repeat offender had little incentive not to reoffend. Their concern seemed to be out of legitimate concern for the community.

In speaking with the leadership team there was some concern over some recent employee issues and a contract negotiation with various labor help. Utilization of a quality labor attorney during the early stages of employee issues, to include such things as work plans, can save significant money down the road. Best practice suggests that good legal advice, while expensive, is always cheaper than no/bad legal advice.

*Recommendations:*

- **An additional Sergeant is warranted and recommended.** (*We use bold type here because not only would this recommendation greatly enhance the level of supervision and leadership within the agency, it would also address several of the following recommendations as well.*)
- Chief Lynn should look for alternative work schedules for the Sergeants. This will enhance their level of supervision and enable them to communicate better with their respective teams. It is important the agency strive to establish 24-hour supervision as much as possible.
- The practice of Sergeants filling patrol shortages should be curtailed. Patrol staffing shortages should be filled by patrol officers; supervision and leadership is too critical and suffers when Sergeants become patrol officers.
- Chief Lynn needs to off-load the supervision of the detective, school resource officer and community services officer, and assign to a supervisor.

- Chief Lynn should appropriate time for some basic level of strategic planning and visioning. This will not only provide the vision department members are looking for, but by developing an inclusive and collaborative process, it will also allow for the increased communication members desire. Some of the best leadership is accomplished through “presence”, and by focusing on better communication strategies, Chief Lynn will naturally increase the time he spends with department members.
- Chief Lynn should develop his own plan for spending time with members and increasing his level of face to face communication. Chief Lynn is well respected amongst department members, but in uncertain times, the need for clear and consistent communication becomes even greater and spending time with “the troops” would likely help employees feel more informed and confident about things at work.
- In strategic planning terms, it might be a good idea to set some short, mid and long term goals for the department. Because many of the employees seem to feel hopeless about the budget scenario (being tied 100% to a levy), they do not seem to feel like there is any positive movement in the direction of the department. Setting some goals, making movement toward their completion, and tracking their progress could help prove to the employees that their work environment can and will get better.
- Chief Lynn needs to immediately address the dispatch issue. We do not suggest, nor recommend, that there is or should be any immediate answers or decisions, but rather it is imperative that members have an opportunity to hear from Chief Lynn about the issues and provide feedback and input.
- Chief Lynn should immediately contact Dave Nelson from CIS to arrange for a Law Enforcement Best Practice Review. These are routine and really take very little time.
- Chief Lynn should strongly consider beginning the accreditation process through the Oregon Accreditation Alliance.
- An analysis of the Municipal Court may be warranted and should be considered. A review of some past cases could either dispel this perception or lead to a conversation with the court.
- We recommend the City put out a Request for Proposal (RFP) and select a solid, well-respected labor attorney.



**Is the policy manual up to date, current and complete including key areas such as use of force, vehicle operation, evidence & property, professional standards, reports & records?**

The agency utilizes Lexipol for its policy manual and policy system, and a copy of the full manual was reviewed by the review team. The agency has an excellent policy manual and all high risk-low frequency policies are in place. There were no policy deficiencies noted.

We weren't able to locate any language in the City Charter, Municipal Code or Agency Policy that established the Chief's authority over the police department. Language of this sort is common and a best practice.

*Recommendations:*

- Chief Lynn should work with the City Manager to establish language in the Municipal Code that designates full authority over the police department to the Police Chief. It should be easy to find sample language the City can use.

**Are the appropriate systems in place to comply with the policy?**

The review team found all critical systems in place, to include use of force, emergency operations plan and internal affairs; there were no deficiencies noted. Of note, the review team was impressed with the CMI Justice system used by the agency. It seemed to be a very robust records management system that also did a good job of managing other critical policy systems as well.

**Are members adequately and appropriately trained, does that training meet industry standards and is it current and in line with State requirements?**

The agency does meet or exceed the minimum training standards as set by the State of Oregon through the Department of Public Safety Standards and Training. Training opportunities include both in-service training and external training when staffing allows.

Currently, the two (2) Sergeants act as Co-Training officers and have a fairly robust training cycle in place. There was some concern expressed over the ability to have well trained officers when that training places more pressure on already thin staffing. These are common challenges facing many agencies, but the need for quality training and highly trained police officers cannot be over-stated.

*Recommendations:*

- The overall agency staffing also needs to be viewed from the training perspective. If the police officers don't have the time to attend training and the Sergeants don't have the time to properly manage training, there will be problems.
- Chief Lynn and the Sergeants need to coordinate with other agencies to take advantage of mutual training when possible, to include the potential for a multi-agency common training day.

**Does the agency have the facilities and equipment necessary to perform its required functions and are the facilities and equipment up to standard?**

With regard to facilities and equipment we have mixed findings. On the facility side, the agency is housed in a 16-year old facility that is very functional, has an attractive external appearance the community can be proud of and a very comfortable internal feel. The review team found the police facility to be very clean, organized and well kept, another positive reflection on the agency.

The agency is well-equipped when it comes to the required items for police work. The agency is also fortunate to have and utilize body-worn cameras and in fact were the first agency in Linn County to do so.

That said, there are issues with cars. In our opinion the agency needs to invest in a better patrol fleet. Currently, the agency is operating 2010, 2012 and 2013 model year cars and are running the cars until they reach about 150K miles. That is too much to ask from a police car and is not best practice. It is critically important to remember that police cars are driven wholly differently than typical passenger cars, and the demands placed on a police car, in a municipal environment are much greater.

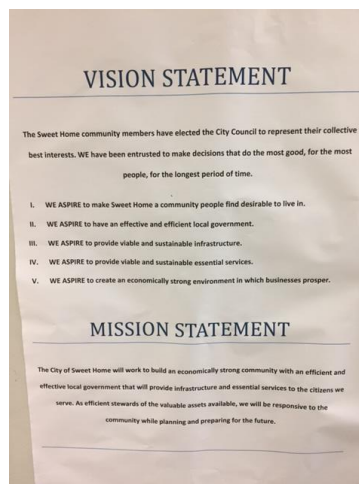
We realize newer vehicles are expensive, but no more so than older vehicles that need constant maintenance and upkeep. More important than the maintenance and upkeep cost however, is the undisputed fact that newer vehicles are safer and more reliable. Older fleets, requiring constant repair and maintenance have a negative effect on the department's ability to perform its mission. In our opinion, the agency's patrol fleet is not up to industry standard.

*Recommendations:*

- The agency needs to invest in a better, more up to date and reliable patrol fleet.

**Does the agency budget include the necessary funds for effective delivery of public safety services?**

During the on-site review, we noticed the below poster prominently displayed on the wall in the police facility and we learned it was the vision and mission statement of the Sweet Home City Council. As we begin our discussion specific to the agency's budget, it is important to note that the City Council has specifically listed in its Vision statement as #IV to "...provide viable and sustainable essential services." Then again in its Mission statement to, "...provide essential services." This is important because the review team believes, as do many local government practitioners, that law enforcement and public safety is one of the most essential core functions a municipal government provides.



With that in mind, we believe the agency budget is insufficient at its present state. We found existing needs in supervision staffing, the patrol fleet and potentially overall patrol staffing.

The current funding mechanism in Sweet Home is unique to say the least. We are unaware of another agency whose budget is financed completely through a levy. While Local Option Levies are common, they are normally used to augment existing/basic services. As much as the system in Sweet Home projects tremendous community support, *complete* reliance on the levy system is not in-line with industry standard or best practice.

We believe the current system brings tremendous uncertainty, which leads to many inefficiencies. Employees desire, and frankly need, a level of security in their jobs, and their family's lives depend on it. The uncertainty about future funding make the idea of moving to another police agency very attractive. There are police departments throughout Oregon that are aggressively recruiting lateral police officers. As a result, smaller agencies can easily lose their seasoned officers. This can place an agency on a constant treadmill of hiring and training new officers, only to have them seek employment elsewhere after a period of time. This constant cycle of recruiting, hiring and training is inefficient and far more expensive for a municipality than retention. It is readily agreed upon in the industry that experience is valuable and retaining employees should be a priority.

*Recommendations:*

- With respect to their vision and mission, we recommend the City Manager, Budget Committee and Council subsidize the police budget. We realize this may be a challenge and will require difficult decisions, but police services must be viewed as a priority. As stated by William Bratton and George Kelling, "In a democracy, the first and most important obligation of government to its people is to ensure freedom from fear, crime, and disorder. Without this freedom, all the pillars that support our society-education, health, freedom of speech and religion, tolerance, and equal rights-cannot be guaranteed. Police are essential to that obligation. Police count. Police matter." Specifically, we recommend the City budget for the Chief's position and an additional Sergeant's position out of the general fund. This would then free up levy funding for an additional officer to strengthen patrol.
- We recommend the City invest in a newer police fleet. There are leasing options available that can help accomplish this. For the capitol cost of one (1) new police car, the City may be able to lease three (3) fully equipped police cars. Many agencies use this system to replace and improve an aging police fleet and then transition back to an annual replacement purchase plan.

Operational Component

**Is the agency adequately staffed to maintain an acceptable level of officer safety and provide the level of patrol response, proactive time and visibility desired by the community?**

Similar to equipment, our findings relative to staffing are also mixed. First, there appears to be evidence that department staffing is stretched. While the agency clearly works to

provide the best service possible, they may not have an adequate number of personnel to keep the schedule whole, and this appears to be taking its toll on members. It is generally accepted that based on total officer availability, a full time equivalent (FTE) is available roughly 75% (or .75) of the time, based on time off, court, training and various other commitments. Appropriate and effective scheduling takes this into account. Secondly, we found that there is no minimum staffing level, rather the agency merely has “a goal” of always having two (2) cars on patrol at once. This directly affects officer safety, particularly in a community where the nearest assisting officer, or cover unit, is 13 miles away.

Third, the employee survey included the following question, “I believe we are able to completely and effectively respond to calls for service.” In response to this question roughly 54% of the respondents agreed and 46% disagreed, highlighting that department members are mixed in their opinion, which could be related to their feelings regarding staffing.

Further, the Sergeants are covering a lot of open officer shifts, which means their work hours vary and appear to continuously change with the needs of the department. This was a consistent theme in interviews; that Sergeants are taking the brunt of the staffing shortages/needs and people were concerned about the effects on the Sergeants’ well-being, and their abilities to effectively supervise. At most departments, officers are primarily required to cover open officer shifts. That has not been the practice at this agency and a change to that practice should be considered.

As mentioned earlier, we cannot over-state the important role supervisors play in any agency. Sergeants are the first to see and hear the details that keep employees operating the way they should, they are the first level of policy adherence and risk management and they are required to make crucial decisions at any given moment in the field. They simply cannot be distracted by taking calls and writing initial reports; supervision and leadership is too critical and suffers when Sergeants become patrol officers. It is ineffective and not best practice.

In contrast to agency concerns, the community expressed a high level of satisfaction with the service they are receiving from their police department. To measure community opinion and to gain input on the operational component, we spoke with several key community leaders and received consistent positive feedback that the Sweet Home PD was doing an outstanding job serving the community. Additionally, a community survey was developed and made available to members of the public through a controlled link.

The review team received 51 responses in about a week. The full results of the community survey is included in the attachments.

Based on the above, we believe the challenge is the patrol schedule. The current 12-hour schedule seems to be inconsistent by not providing consistent coverage and as a result is having negative impacts on the efficiency of the Sergeants. Additionally, there are a number of studies and at least one book written about the negative impacts that fatigue has on decision-making and judgment, and 12-hour shifts are associated with higher levels of fatigue. That said, 12-hour shifts are more common in smaller agencies and there are other variations of 12-hour shifts as well.

During interviews, there were consistent negative opinions about a lieutenant position, and whether the agency had the resources to provide a detective to a multi-agency narcotics team, specifically because it would require another officer to leave patrol to fill a second detective position.

Drugs are present and problematic in nearly every Oregon community and multi-agency drug teams do vital work. The unfortunate reality is that street-level users still have plenty of access to their drug of choice, regardless of the efforts of the regional drug team. The first priority of any police agency is answering emergency calls for service and providing police patrol. Along with that function, an agency must have a detective unit available to investigate person crimes. It is better to perform these vital functions at a higher and more sustainable level than to branch too far from core objectives.

Many employees commented about the desire for the agency to be more proactive. By keeping the patrol teams strong, the officers will have more time to be proactive and can address street level drug use with the increased proactive time.

*Recommendations:*

- An alternative patrol schedule should be considered. While switching schedules may not be popular, it would improve efficiency and should be explored.
- The agency should establish a minimum staffing level of two (2) officers on at all times.
- The practice of Sergeants filling patrol shortages should be stopped. Patrol staffing shortages should be filled by patrol officers.
- The agency should abandon any plans for additional specialized assignments until patrol staffing/scheduling is stabilized.

- The Sergeants should work with officers to set proactive shift goals for their respective teams.

### **Is the agency adequately and appropriately engaged with, and building relationships in the community?**

Everything we reviewed indicated the agency is doing a great job at engaging with the community. The agency utilizes about 21 community volunteers that average eight (8) hours a month, they have an active Seniors and Law Enforcement Together (SALT) program, an active Neighborhood Watch program with 18 neighborhoods enrolled and they participate in about 18 community events, including the total equivalent involvement of 100 “officers” over the course of the year. A sampling of the events include:

- Two annual Citizen’s Academies
- School career fairs
- Sweet Home Sweet Rides custom car show
- Community Safety Fair
- Sweet Home Sportsman Holiday
- Oregon Jamboree
- National Night Out
- Shop With A Cop

Additionally, the agency is very active on social media and has a very strong following on their Facebook page. Our assessment is confirmed by the community survey, wherein 96% of the respondents felt the agency was practicing community policing.

### **Is the agency responding to the needs, desires and expectations of the community?**

Interviews made it clear that the officers and dispatchers at this department are genuinely driven to reduce crime and improve the livability of Sweet Home. They really want to make a difference, which is a great thing to hear in spite of the way the budget situation affects the employees. As has been previously documented, the employee sentiment is strongly confirmed by the community, not only in the above listed survey results, but also by the recent passage of their renewal levy by a 60% majority.

**Are the agency's patrol response times within acceptable ranges based on community expectation and/or industry standards?**

The review team requested total response data from the agency, but were told their system didn't naturally produce a report that contained the information, without significant effort and manipulation. Despite the lack of data, there is no evidence to suggest any issues with response times, and despite the mixed opinion of employees, certainly the community's opinion indicates there are no issues with response times.

*Recommendations:*

- The agency should develop a simpler reporting system from their dispatch/RMS so they can monitor response times on an ongoing basis.

**Are the agency's patrol response protocols in accordance with policy and/or industry standards?**

The agency self-reports that this is an area they have been working on, and feel they can continue to improve. It is admirable that the motivation for these improvements has been provided by one of their own police officers through his work at the State Police Academy.

The ongoing work includes improving the dispatch function with regard to the assignment and broadcasting of calls, all of which is covered under two department policies and two administrative memos. In review we found their policies to be sound and in accordance with best practice. We also reviewed both administrative memos, as follows:

- Memorandum dated 05/18/2017 relates to dispatching calls for service, unable to respond and officer contact. In review we find the memo and procedures to be in-line with industry standards with the exception of the paragraph related to call priority.
- Memorandum dated 05/26/2017 relates to common radio procedures. In review we find several areas for improvement, which will be identified in the recommendations below.

*Recommendations:*

- 05/18/2017 Memo: Modify the first paragraph on page 2 to include language that requires dispatch to notify/consult with the on-duty supervisor. It is best practice for dispatchers to notify the supervisor of calls holding and allow the supervisor to provide feedback on the priority.



- 05/26/2017 Memo: Modify paragraphs 3-6 to include language as follows;
  - Every call for service that warrants audible broadcast should be dispatched audibly at the time it is received and then acknowledged audibly, whether or not the officer is in the dispatch area.
  - On-scene supervisors should not be considered “limited” to a single incident, but must be responsible for overall shift management. That is the role of the supervisor and why that position is so critical, and this is in line with industry standard.
  - We recommend the language in paragraph 5 be modified to *require* a cover officer be dispatched on any of the listed calls, and to mandate a two car response. This is not only industry standard, but also best practice and a matter of officer safety.
  - We recommend the last paragraph be removed in its entirety. Responsibility of field incidents always rests with the responding officers and supervisors.

### **Is the agency providing unbiased and equal enforcement of the law?**

The agency has solid policy regarding bias based policing and equal enforcement of the law. These are critical areas of best practice, industry standard AND most importantly, legal requirement.

The agency does not use any tracking mechanism, such as collecting race data on traffic stops. It seems that would be very easy to implement given they have their own dispatch.

The most recent training on bias based policing was conducted in March 2016 and the agency reports no bias based complaints.

An online check of community demographics indicate a population that is comprised of 93% white, 4% Hispanic and less than 1% black.

#### *Recommendations:*

- We recommend the agency begin collecting race data on traffic stops and field contacts. This can be accomplished by adding additional information to existing clearance codes and is in compliance with best practice and industry standard.



**SWEET HOME POLICE DEPARTMENT**  
**CHIEF OF POLICE**  
1950 Main Street  
Sweet Home, OR 97386  
(541) 367-5181 Fax (541) 367-5235

December 12, 2016

Kevin Campbell  
OACP  
Executive Director  
1191 Capital St., NE  
Salem, OR 97301

Re: Agency Review Program

Mr. Campbell,

On behalf of the Sweet Home Police Department I would like to formally request that my agency utilize the services of the Agency Review Program.

As the Chief of Police, I believe that a professional review of the entire Sweet Home Police Department by other law enforcement professionals will enhance the services that we are able to provide to our community. I am eager to obtain feedback not only as to the level of best practices that the Department adheres to, but also the efficiency of services provided by the Sweet Home Police Department.

It is my hope that through this peer review, the Department will be able to expand on those areas that we believe are successes and also focus on areas of operations and services that may not be up to industry standards. This critical look within the Department will allow me, as well as other City leaders, to work towards improving the Sweet Home Police Department with a level of energy, excitement and encouragement that exemplifies a professional agency.

I would like to thank you and the Agency Review Program Advisory Subcommittee for considering this request. If you need further information or clarification please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff W. Lynn'.

Jeff W. Lynn  
Chief of Police  
Sweet Home Police Dept.

**AGENCY REVIEW PROGRAM**  
**And**  
**LINEBACKER PROGRAM**  
**Waiver of Liability, Hold Harmless and Indemnity Agreement**  
**Oregon Association Chiefs of Police**

Jeff W. Lynn Chief of Police  
Name & Title of Authorized Requestor

1950 Main St., Sweet Home, OR 97386 541-367-5181  
Address Phone

The City of Sweet Home (hereinafter referred to as "Participating City") hereby agrees to **waive and discharge claims and demands** of every nature and **release from liability** the Oregon Association Chiefs of Police, its officers, directors, employees, agents, insurers and all other representatives thereof (individually and collectively referred to as the "Released Group"), from **any and all liability** on account of, or in any way resulting from any and every injury, harm, loss and/or damage, even if caused indirectly and however remotely, by or resulting from the actions, inaction, errors, omissions, judgments, discretion and/or negligence of the Released Group (all aspects of all such harms hereinafter referred to as "Harms"), in any way connected to an Agency Review or Linebacker Program referral. The Participating City agrees to **hold harmless, indemnify and defend** the Released Group from any and all Harms in any way related to or attributed to the services and participation of The Released Group in connection with the Participating City in either the LINEBACKER PROGRAM or the AGENCY REVIEW PROGRAM of the Oregon Association Chiefs of Police.

I have read and agree on behalf of the Participating City to the terms of this **Waiver of Liability, Hold Harmless and Indemnity Agreement**, as evidenced by my signature below. I further warrant and affirm that I have authority to sign this Agreement on behalf of the Participating City and thereby bind the Participating City to the terms hereof.

 12-26-16  
Signature Date

Title: Chief of Police

Telephone: 541-367-5181

Email contact: jlynn@ci.sweet-home.or.us

**OACP Agency Review Program  
Preliminary Questionnaire**

**Agency Name:** Sweet Home Police Department

**Official Making Request:** Chief Jeff Lynn

In order to assist the Executive Resources Committee in fulfilling your request, please answer the following questions.

Number of sworn officers (including the Chief of Police): 15

Number of Non-Sworn 7

- 1 – Communications Commander/Administrative Assistant
- 1 – Evidence Technician/Records/Dispatcher
- 1 – Community Services Officer/Code Enforcement Officer
- 4 – Dispatchers

Does your agency provide 24/7 coverage 365 days per year? Yes

Organizational Structure (indicate which positions are staffed in the agency and # of each)

Sergeants (supervisors)	<u>2</u>
Command level (Lt., Capt., etc)	<u>        </u>
Detective	<u>1</u>
SRO	<u>1</u>
Patrol	<u>10</u>
Reserves	<u>1</u>
Other sworn	<u>        </u>

Current budget \$2,469,000

To whom do you report (City Manager/Administrator, Mayor, Other) City Manager

Population: 9090 Square Miles: 5.75

Insurance company for risk management insurance: CIS

Do you have a dispatch center or is this function contracted? We operate a secondary PSAP  
If contracted, name of the agency providing service:         

Records Management System Used: CMI Justice

Is your agency State-Accredited? No

Telephone Number for Contact: 541-367-5181

Department Mailing Address: shpd@ci.sweet-home.or.us

1950 Main Street; Sweet Home, OR 97386



**Oregon Association Chiefs of Police**  
 Executive Resources Committee  
Agency Review Program

<b><u>Requesting Agency</u></b>	<b><u>Date of Review</u></b>
Sweet Home PD-Chief Jeff Lynn	To Be Determined-Spring 2017
<b><u>Review Team Leader</u></b>	<b><u>Reviewers</u></b>
Chief Jeff Groth-Sherwood Police Department	Chief Jim Band-Oregon City Police Department Chief (Ret.) Rick Lewis-Silverton Police Department
<b><u>Date</u></b>	
March 08, 2017	

Review Process

A formal request for an agency review was made to the Oregon Association Chiefs of Police (OACP) Executive Resource Committee by Sweet Home Police Chief Jeff Lynn. The request was reviewed by the Executive Resource Committee and approved by the OACP Executive Board. Chief Jeff Groth was selected as the Team Leader and the review team will include Retired Chief Rick Lewis and Chief Jim Band.

The review process will consist of the following components:

- Preliminary contact with Chief Lynn and approval of the scope of work and accompanying process forms. Initial research of the police department's document of authority, policy manual, organizational structure, labor contract, any existing inter-agency agreements, any existing audit letters/findings and budget
- An on-site review, to include at a minimum, a tour and review of facilities and all equipment, meetings with partner agency Chiefs and other stakeholders as deemed necessary and time with field personnel to observe and assess field operations
- Final report with accompanying attachments, observations, suggestions and recommendations

Scope of Work

The review will include the following focus areas:

1. **Organizational Components:**
  - a. Are effective leadership and management styles in place and demonstrated; including organizational structure, supervision and performance evaluations and strategic planning?



- b. Is the policy manual up to date, current and complete including key areas such as use of force, vehicle operation, evidence & property, professional standards, reports & records?
- c. Are the appropriate systems in place to comply with the policy?
- d. Are members adequately and appropriately trained, does that training meet industry standards and is it current and in line with State requirements?
- e. Does the agency have the facilities and equipment necessary to perform its required functions and are the facilities and equipment up to standard?
- f. Does the agency budget include the necessary funds for effective delivery of public safety services?

**2. Operational Component:**

- a. Is the agency adequately staffed to maintain an acceptable level of officer safety and provide the level of patrol response, proactive time and visibility desired by the community?
- b. Is the agency adequately and appropriately engaged with, and building relationships in the community?
- c. Is the agency responding to the needs, desires and expectations of the community?
- d. Are the agency's patrol response times within acceptable ranges based on community expectation and/or industry standards?
- e. Are the agencies patrol response protocols in accordance with policy and/or industry standards?
- f. Is the agency providing unbiased and equal enforcement of the law?

Financial Terms

Fee payable to the Oregon Association Chiefs of Police:

*Please check the appropriate box below*

1-15 sworn members \$250     16+ sworn members \$500     I request a waiver of fees

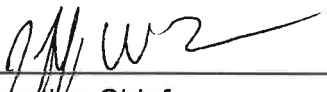
As the requesting Chief, I further agree to be responsible to pre-arrange and/or reimburse the review team for any necessary travel, lodging and/or meal expenses they may incur.



Agreement

We the undersigned have reviewed this scope of work and are in agreement with its contents. As the requesting Chief I agree to;

- The above financial terms
- Hold harmless the OACP and the review team
- Fully cooperate with the review
- Provide adequate information to the review team
- Provide appropriate on-site facilities and resources

  
\_\_\_\_\_  
Requesting Chief

4-20-17  
Date

  
\_\_\_\_\_  
ARP Team Leader

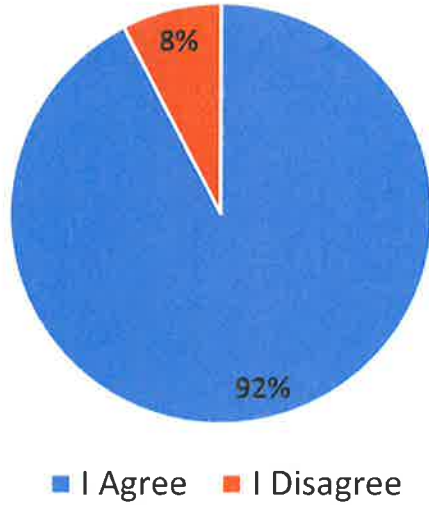
4/20/17  
Date



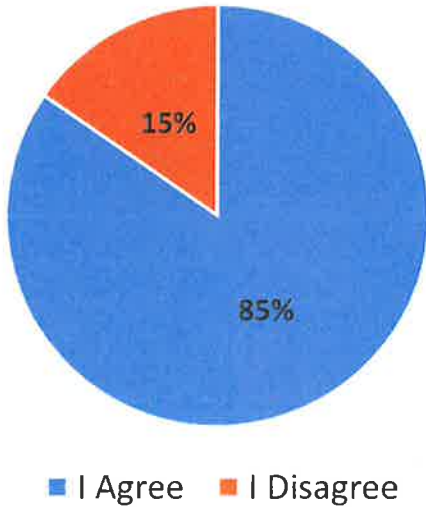
# Survey Results

*Employee:*

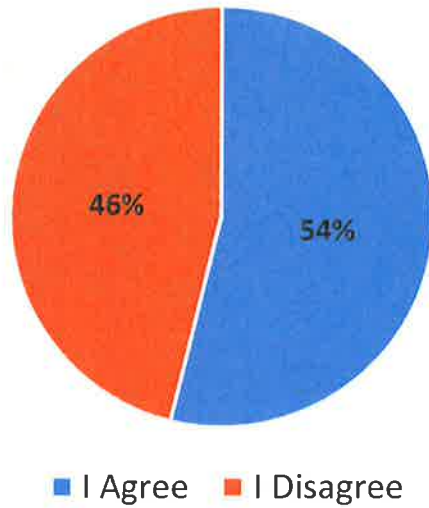
Overall, the Sweet Home Police Department provides a high level of service to the community



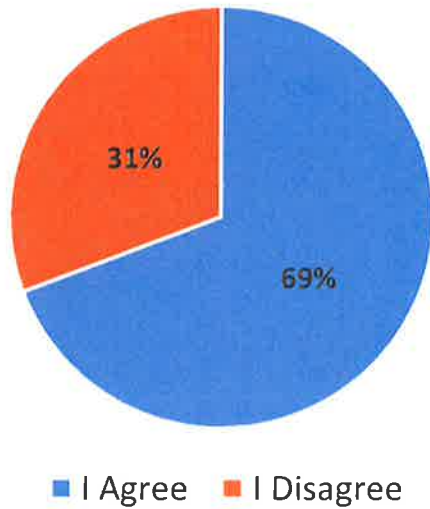
Our approach to policing improves the quality of life in Sweet Home



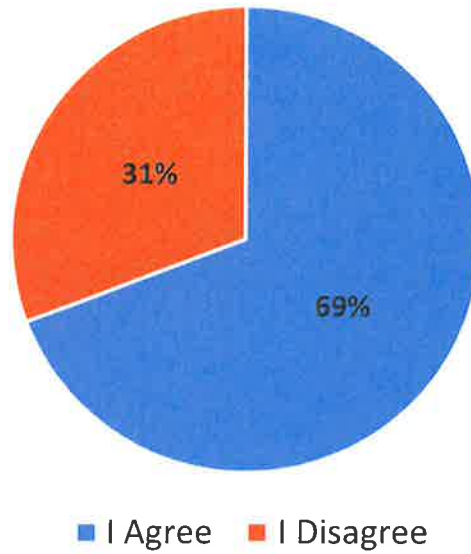
I believe we are able to completely and effectively respond to calls for service



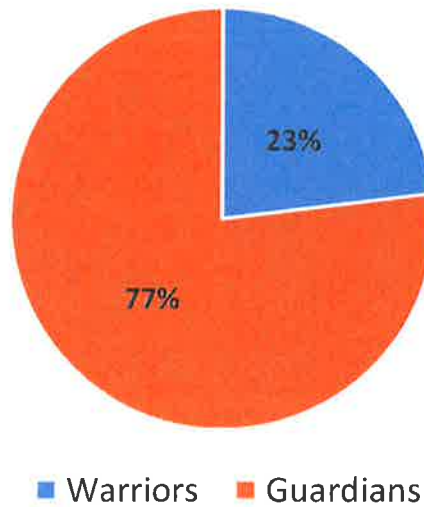
I believe we are able to completely and effectively investigate crimes



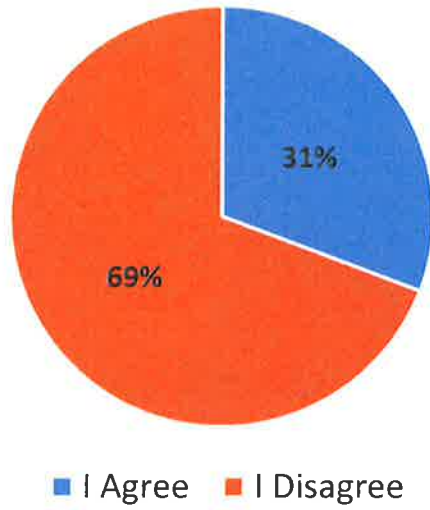
I believe we effectively engage in Community Policing



When considering our approach to policing, I would describe our role as that of; (Warriors or Guardians)

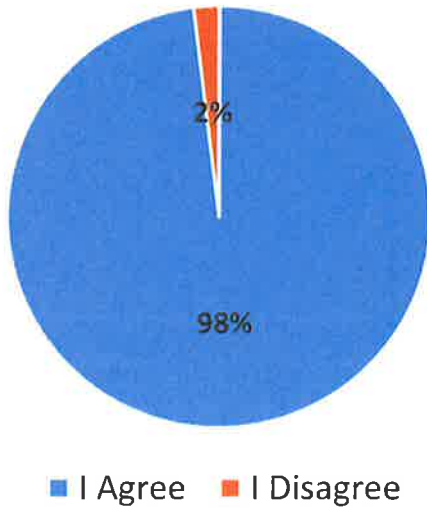


In my opinion, we have effective leadership, supervision and support at Sweet Home PD

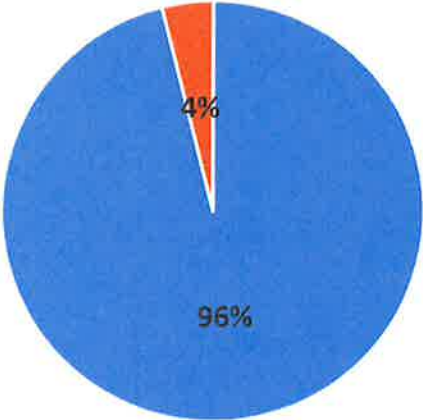


*Community:*

Overall, the Sweet Home Police Department provides a high level of service to the community

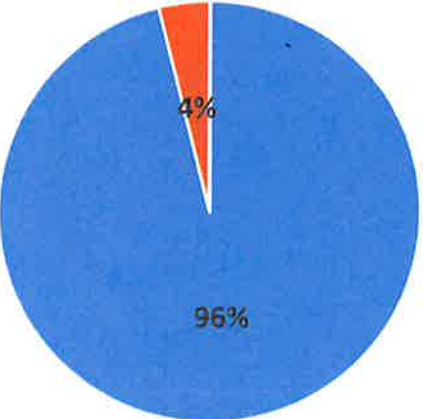


Sweet Home PD's approach to policing improves the quality of life in Sweet Home



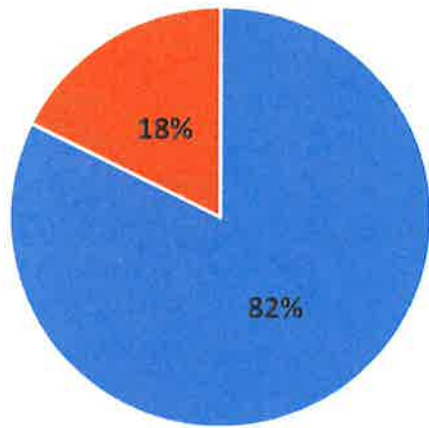
I Agree I Disagree

Sweet Home PD is able to completely and effectively respond to calls for service



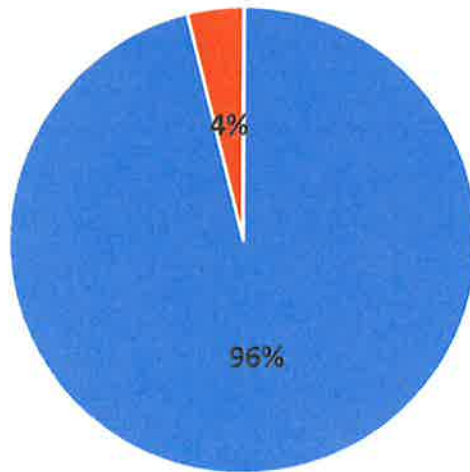
I Agree I Disagree

Sweet Home PD is able to completely and effectively investigate crimes



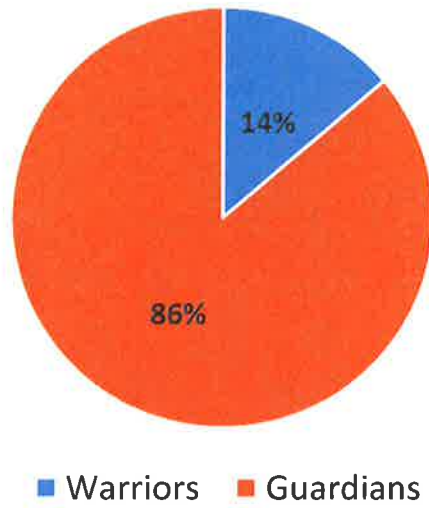
■ I Agree ■ I Disagree

I believe Sweet Home PD engages in Community Policing



■ I Agree ■ I Disagree

When considering their approach to policing, I would describe Sweet Home PD as; (Warriors or Guardians)



## Dispatch

### 800.1 PURPOSE AND SCOPE

This policy establishes guidelines for the basic functions of Dispatch. It addresses the immediate information needs of the Department in the course of its normal daily activities and during emergencies.

#### 800.1.1 CODE OF ETHICS

All communication personnel at the Sweet Home Police Department shall conduct themselves in accordance with the tenets of the Telecommunicator's Code of Ethics.

The Communications Supervisor shall ensure that newly hired communications specialists working under his/her supervision read and sign a copy of the Telecommunicator's Code of Ethics during their initial training and orientation period. The signed copy shall be retained in the employee's personnel record.

### 800.2 POLICY

It is the policy of the Sweet Home Police Department to provide 24-hour telephone service to the public for information and for routine or emergency assistance. The Department provides two-way radio capability for continuous communication between Dispatch and department members in the field.

### 800.3 DISPATCH SECURITY

The communications function is vital and central to all emergency service operations. The safety and security of Dispatch, its members and its equipment must be a high priority. Special security procedures should be established in a separate operations manual for Dispatch.

Access to Dispatch shall be limited to Dispatch members, the Patrol Sergeant, command staff and department members with a specific business-related purpose.

#### 800.3.1 REPORTING LOCATION, SERVICE STATUS

Officers will keep the dispatchers advised of their location and "service status" during the shift. Whenever a field unit is out of service for any reason, the unit will notify dispatch, give the location and briefly state the nature of the activity. The dispatcher will be advised any time a field unit arrives at or leaves the police facility.

#### 800.3.2 ANSWERING RADIO CALLS

Field units will, as promptly as possible, answer all calls from dispatchers. Dispatchers will, as promptly as possible, answer all calls from field units.

#### 800.3.3 COMPLETING A CALL

Officers will inform Dispatch when they have completed a call and return to service. Necessary call dispositions will be given to Dispatch.



# Sweet Home Police Department

## Policy Manual

### *Dispatch*

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#### 800.3.4 COMMUNICATIONS DURING PURSUITS OR EMERGENCY SITUATIONS

All units will keep the frequency clear during vehicle pursuits and other emergency situations so that the units in pursuit, or in an emergency situation, can maintain continuous communications with dispatch.

#### **800.4 RESPONSIBILITIES**

##### 800.4.1 COMMUNICATIONS SUPERVISOR

The Chief of Police shall appoint and delegate certain responsibilities to a Communications Supervisor. The Communications Supervisor is directly responsible to the Chief of Police or the authorized designee.

The responsibilities of the Communications Supervisor include, but are not limited to:

- (a) Overseeing the efficient and effective operation of Dispatch in coordination with other supervisors.
- (b) Scheduling and maintaining dispatcher time records.
- (c) Supervising, training and evaluating dispatchers.
- (d) Ensuring the radio and telephone recording system is operational.
  1. Recordings shall be maintained in accordance with the established records retention schedule and as required by law.
- (e) Processing requests for copies of Dispatch information for release.
- (f) Maintaining Dispatch database systems.
- (g) Maintaining and updating Dispatch procedures manual.
  1. Procedures for specific types of crime reports may be necessary. For example, specific questions and instructions may be necessary when talking with a victim of a sexual assault to ensure that his/her health and safety needs are met, as well as steps that he/she may take to preserve evidence.
  2. Ensuring dispatcher compliance with established policies and procedures.
- (h) Handling internal and external inquiries regarding services provided and accepting personnel complaints in accordance with the Personnel Complaints Policy.
- (i) Maintaining a current contact list of City personnel to be notified in the event of a utility service emergency.

##### 800.4.2 ADDITIONAL PROCEDURES

The Communications Supervisor should establish procedures to ensure:

- (a) Recording all telephone and radio communications and playback issues.
- (b) Storage and retention of recordings.
- (c) Security of audio recordings (e.g., passwords, limited access, authorized reviewers, preservation of recordings past normal retention standards).

# Sweet Home Police Department

## Policy Manual

### *Dispatch*

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- (d) Availability of current information for dispatchers (e.g., watch commander contact, rosters, member tracking methods, member contact, maps, emergency providers, tactical dispatch plans).
- (e) Assignment of field members and safety check intervals.
- (f) Emergency Medical Dispatch (EMD) instructions.
- (g) Procurement of external services (e.g., fire suppression, ambulances, aircraft, tow trucks, taxis).
- (h) Protection of essential equipment (e.g., surge protectors, gaseous fire suppression systems, uninterruptible power systems, generators).
- (i) Protection of radio transmission lines, antennas and power sources for Dispatch (e.g., security cameras, fences).
- (j) Handling misdirected, silent and hang-up calls.
- (k) Handling private security alarms, if applicable.
- (l) Radio interoperability issues.

#### **800.5 CALL HANDLING**

This department provides members of the public with access to the 9-1-1 system for a single emergency telephone number (ORS 403.115).

When a call for services is received, the dispatcher will reasonably and quickly attempt to determine whether the call is an emergency or non-emergency, and shall quickly ascertain the call type, location and priority by asking four key questions:

- Where?
- What?
- When?
- Who?

If the dispatcher determines that the caller has a hearing and/or speech impairment or disability, he/she shall immediately initiate a connection with the individual via available TDD/TTY equipment or Telephone Relay Service (TRS), as mandated by the Americans with Disabilities Act (ADA).

If the dispatcher determines that the caller is a limited English proficiency (LEP) individual, the dispatcher should quickly determine whether sufficient information can be obtained to initiate an appropriate response. If language assistance is still needed, the language is known and a language-appropriate authorized interpreter is available in Dispatch, the dispatcher should immediately connect the LEP caller to the authorized interpreter.

If no authorized interpreter is available or the dispatcher is unable to identify the caller's language, the dispatcher will contact the contracted telephonic interpretation service and establish a three-party call connecting the dispatcher, the LEP individual and the interpreter.

Dispatchers should be courteous, patient and respectful when dealing with the public.

# Sweet Home Police Department

## Policy Manual

### *Dispatch*

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#### **800.5.1 NON-EMERGENCY CALLS**

A call is considered a non-emergency call when there is no immediate or potential threat to life or property. A person reporting a non-emergency may be placed on hold, if necessary, to allow the dispatcher to handle a higher priority or emergency call.

The reporting person should be advised if there will be a delay in the dispatcher returning to the telephone line or when there will be a delay in the response for service.

#### **800.6 RADIO COMMUNICATIONS**

The police radio system is for official use only, to be used by dispatchers to communicate with department members in the field. All transmissions shall be professional and made in a calm, businesslike manner, using proper language and correct procedures. Such transmissions shall include, but are not limited to:

- (a) Members acknowledging the dispatcher with their radio identification call signs and current location.
- (b) Dispatchers acknowledging and responding promptly to all radio transmissions.
- (c) Members keeping the dispatcher advised of their status and location.
- (d) Member and dispatcher acknowledgements shall be concise and without further comment unless additional information is needed.

The Communications Supervisor shall be notified of radio procedure violations or other causes for complaint. All complaints and violations will be investigated and reported to the complainant's supervisor and processed through the chain of command.

#### **800.6.1 RADIO IDENTIFICATION**

Radio call signs are assigned to department members based on factors such as duty assignment, uniformed patrol assignment and/or member identification number. Dispatchers shall identify themselves on the radio with the appropriate station name or number, and identify the department member by his/her call sign. Members should use their call signs when initiating communication with the dispatcher. The use of the call sign allows for a brief pause so that the dispatcher can acknowledge the appropriate member. Members initiating communication with other law enforcement or support agencies shall use their entire radio call sign, which includes the department station name or number.

#### **800.7 DOCUMENTATION**

It shall be the responsibility of Dispatch to record all relevant information on calls for service or self-initiated activity. Dispatchers shall attempt to elicit, document and relay as much information as possible to enhance the safety of the member and assist in anticipating conditions to be encountered at the scene. Desirable information would include, at a minimum, the following:

- Incident control number
- Date and time of request
- Name and address of reporting person, if possible

# Sweet Home Police Department

## Policy Manual

### *Dispatch*

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- Type of incident reported
- Involvement of weapons, drugs and/or alcohol
- Location of incident reported
- Identification of members assigned as primary and backup
- Time of dispatch
- Time of the member's arrival
- Time of member's return to service
- Disposition or status of reported incident

**SWEET HOME POLICE DEPARTMENT  
MEMORANDUM**

**DATE:** 05/18/2017  
**TO:** All Personnel  
**FROM:** Penny Leland, Communication Commander  
**SUBJECT:** Dispatching Calls for Service, Unable to Respond and Officer Contact

As a department we are here to serve the people of this community. As such, we must be responsive and thorough in all calls for service.

The necessity of recording officer activity is a combined responsibility of both the dispatcher and the individual assigned officer.

It is the responsibility of the dispatcher to obtain accurate and complete information for the initial call for service screen. This would include but is not limited to the type of incident, the name, address, phone number and date of birth of the caller. The location of the incident, type of injuries, weapons involved, vehicles involved, suspect description, direction of travel, time lapse from the incident to the time of the call, etc.

The use of "Anonymous" is not acceptable unless the caller specifically refuses. If time does not permit getting full information regarding the caller, the dispatcher should at least make an attempt to ask a call back number so that the caller information can be obtained at a later time.

Unless the caller voluntarily states they do not wish contact by an officer, the dispatcher should assume everyone that calls the police department is wishing contact by an officer.

The information obtained by the dispatcher will then be transferred to the first available officer as quickly as possible and it will be recorded in the note field at the time the officer received the information.

Officers will respond to calls in a timely manner.

Unless the dispatcher specifically tells the officer that the complainant does not wish contact, the officer should make an effort to contact each complainant.

In the event that an officer is out of service on an incident and another complaint comes in, the dispatcher is responsible to record the case number of the incident the officer is involved in, on the scratch pad of the pending call for service form, i.e. *Dispatch delayed due to 17-01400*. In some instances we might receive several complaints which stack up while the officer is out of service.

As soon as an officer is clear, the dispatcher will immediately dispatch the next pending call. If there are several pending calls, the dispatcher will prioritize according to the importance of the call and dispatch the priority call first.

The officer is responsible for recording all activities in his/her notebook and the dispatchers will record the radio traffic in the call for service note field. This will then provide a record of sequential activities, which can be used to justify delays in response time.

Once an officer is dispatched to a call, it will be his/her responsibility to respond to the call as soon as possible. If there is a delay in responding it will be the individual officer that will be responsible to document on the complaint the reason for the delay. If for some reason the officer is not able to handle the call, he/she will be responsible to request another officer to handle. The officer will not ask the dispatcher to re-assign the call. The dispatcher will only re-assign a call when the original officer assigned has been called off due to an emergency.

**SWEET HOME POLICE DEPARTMENT  
MEMORANDUM**

**DATE:** 05/26/2017  
**TO:** All Personnel  
**FROM:** Penny Leland, Communication Commander  
**SUBJ:** Common Radio Procedures

Radio communications shall be in common language or clear voice communications whenever possible.

Radio broadcast of detailed criminal history information, computerized criminal history (CCH) information is prohibited. Officer safety related information can be transmitted.

If a field unit is dispatched directly from the Police Department such as being given a call in person or intercom, as the unit clears the station and announces enroute, the dispatcher shall broadcast that they are responding, what the nature of the call is, the location they are responding to. This allows our field units or any deputy and/or trooper in our area who are monitoring our channel to be made aware of the call.

Full reciprocal cooperation between the dispatcher and all units, regardless of rank, shall be exercised by the personnel of this Department. Deployment of field strength and resources must be made with continuity and rapidity. These decisions must be placed with the individual having the most information available. While on scene supervision is concerned with the single incident at hand, Dispatch is concerned with multiple, simultaneous incidents.

The dispatcher will make every attempt possible to dispatch a cover unit when available to the following type of calls:

In progress crimes, with potential threat to officer safety.

Large crowds with potential threat to officer safety.

Domestic Violence Calls

Disturbances both verbal and physical.

Burglary Alarms.

Robbery Alarms.

Motor Vehicle Crashes requiring manpower.

Any call with a potential of threat to officer safety. Mental, Suspicious Person, etc.

Should the on-duty supervisor or another command officer choose to override the dispatcher's judgment, the supervisor and/or command officer shall assume full responsibility for the response to all incidents within the affected area until control reverts back to the dispatcher. The selection of methods and tactics to be used in the resolution of any single incident remains with the individual field officers and supervisors.

## Officer Response to Calls

### 316.1 PURPOSE AND SCOPE

This policy provides for the safe and appropriate response to emergency and non-emergency situations whether dispatched or self-initiated.

### 316.2 RESPONSE TO CALLS

Officers shall proceed to all calls for service as soon as practical and immediately to calls that are of an emergency nature. A code 3 response should be considered when available information reasonably indicates that a person is threatened with injury or death, a felony property crime is in progress, or serious property damage is imminent and a more immediate law enforcement response is needed to mitigate injury, property loss, or to apprehend the suspect(s).

Officers responding Code 3 shall operate emergency lights and siren as is reasonably necessary pursuant to ORS 820.300 and ORS 820.320. Officers shall only use the wail and yelp function of the siren as an emergency sound. The hi-lo function of the siren is not considered an emergency sound pursuant to OAR 735-110-0000(8) and OAR 735-110-0010(1-3).

Responding with emergency light(s) and siren does not relieve the officer of the duty to continue to drive with due regard for the safety of all persons.

ORS 820.320(2) allows officers to omit the use of emergency lights and siren if it reasonably appears that the use of either or both would prevent or hamper the apprehension or detection of a violator. Except as stated in the previous sentence, Officers who fail to use appropriate warning equipment, are not exempt from following the rules of the road (ORS 820.300).

Officers responding to non-emergency calls shall observe all traffic laws and proceed without the use of emergency lights and siren.

### 316.3 REQUESTING EMERGENCY ASSISTANCE

Requests for emergency assistance should be limited to those situations where the involved personnel reasonably believe that there is an immediate threat to the safety of officers, or assistance is needed to prevent imminent serious harm to a citizen. In any event, where a situation has stabilized and emergency response is not required, the requesting officer shall immediately notify Dispatch.

If circumstances permit, the requesting officer should give the following information:

- The unit number
- The location
- The reason for the request and type of emergency
- The number of units required



# Sweet Home Police Department

## Policy Manual

### *Officer Response to Calls*

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#### **316.3.1 NUMBER OF UNITS ASSIGNED**

Normally, only two units should respond to an emergency call Code-3 unless the Patrol Sergeant or the field supervisor authorizes an additional unit(s).

#### **316.4 INITIATING CODE 3 RESPONSE**

If an officer believes a Code-3 response to any call is appropriate, the officer shall immediately notify Dispatch. Generally, no more than two units should respond Code-3 to any situation.

#### **316.5 RESPONSIBILITIES OF RESPONDING OFFICER(S)**

Officers shall exercise sound judgment and care with due regard for life and property when responding to an emergency call. Officers shall reduce speed at all street intersections as may be necessary for safe operation.

The decision to continue a Code-3 response is at the discretion of the officer. If, in the officer's judgment, the roadway conditions or traffic congestion does not permit such a response without unreasonable risk, the officer may elect to respond to the call without the use of emergency lights and siren at the legal speed limit. In such an event, the officer should immediately notify Dispatch. An officer shall also discontinue the Code-3 response when directed by a supervisor.

Upon receiving authorization or determining a Code-3 response is appropriate, an officer shall immediately give the location from which he/she is responding.

#### **316.6 COMMUNICATIONS RESPONSIBILITIES**

A dispatcher shall assign a Code-3 response when an officer requests emergency assistance or available information reasonably indicates that the public is threatened with serious injury or death and immediate police response is needed. The dispatcher shall:

- (a) Attempt to assign the closest available unit to the location requiring assistance and confirm the location from which the unit is responding
- (b) Notify and coordinate other emergency services (e.g., fire and ambulance)
- (c) Immediately notify the on duty supervisor
- (d) Confirm the location from which the unit is responding
- (e) Continue to obtain and broadcast information as necessary concerning the response and monitor the situation until it is stabilized or terminated
- (f) Control all radio communications during the emergency and coordinate assistance under the direction of a supervisor.

#### **316.7 SUPERVISORY RESPONSIBILITIES**

Upon being notified that a Code-3 response has been initiated, the supervisor shall verify the following:

- (a) The proper response has been initiated

# Sweet Home Police Department

## Policy Manual

### *Officer Response to Calls*

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(b) No more than those units reasonably necessary under the circumstances are involved in the response

(c) Affected outside jurisdictions are being notified as practical

The supervisor shall monitor the response until it has been stabilized or terminated and assert control by directing units into or out of the response if necessary. If, in the supervisor's judgment, the circumstances require additional units to be assigned a Code-3 response, the supervisor may do so.

It is the supervisor's responsibility to terminate a Code-3 response that, in his/her judgment, is inappropriate due to the circumstances.

When making the decision to authorize a Code-3 response, the supervisor should consider the following:

- The type of call
- The necessity of a timely response
- Traffic and roadway conditions
- The location of the responding units

### **316.8 FAILURE OF EMERGENCY EQUIPMENT**

If the emergency equipment on the vehicle should fail to operate, the officer must terminate the Code-3 response and respond accordingly. In all cases, the officer shall notify Dispatch of the equipment failure so that another unit may be assigned to the emergency response.

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## Racial or Bias-Based Profiling

### 402.1 PURPOSE AND SCOPE

This policy provides guidance to department members and establishes appropriate controls to ensure that members of the Sweet Home Police Department do not engage in racial or bias-based profiling or violate any related laws while serving the community (ORS 131.920).

#### 402.1.1 DEFINITIONS

Definitions related to this policy include:

**Racial or bias-based profiling** - An inappropriate reliance on factors such as race, ethnicity, color, national origin, language, religion, sex, sexual orientation, gender, gender identity, economic status, homelessness, age, cultural group, disability political affiliation or affiliation with any other similar identifiable group as a factor in deciding whether to take law enforcement action or to provide service (ORS 131.915).

### 402.2 POLICY

The Sweet Home Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly and without discrimination toward any individual or group.

Race, color, ethnicity or nationality, religion, sex, sexual orientation, gender, gender identity, economic status, homelessness, age, cultural group, disability, political affiliation or affiliation with any other similar identifiable group shall not be used as the basis for providing differing levels of law enforcement service or the enforcement of the law.

### 402.3 RACIAL OR BIAS-BASED PROFILING PROHIBITED

Racial or bias-based profiling is strictly prohibited. However, nothing in this policy is intended to prohibit an officer from considering factors such as race or ethnicity in combination with other legitimate factors to establish reasonable suspicion or probable cause (e.g., suspect description is limited to a specific race or group).

### 402.4 MEMBER RESPONSIBILITY

Every member of this department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any known instances of racial or bias-based profiling to a supervisor.

#### 402.4.1 REASON FOR DETENTION

Officers detaining a person shall be prepared to articulate sufficient reasonable suspicion to justify a detention, independent of the individual's membership in a protected class.

# Sweet Home Police Department

## Policy Manual

### *Racial or Bias-Based Profiling*

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To the extent that written documentation would otherwise be completed (e.g., arrest report, Field Interview (FI) card), the involved officer should include those facts giving rise to the officer's reasonable suspicion or probable cause for the detention, as applicable.

Nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

#### **402.5 SUPERVISOR RESPONSIBILITY**

Supervisors shall monitor those individuals under their command for any behavior that may conflict with the purpose of this policy and shall handle any alleged or observed violation of this policy in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
- (b) Supervisors should periodically review Mobile Audio/Video (MAV) recordings, Mobile Data Terminal (MDT) data and any other available resource used to document contact between officers and the public to ensure compliance with this policy.
  - 1. Supervisors should document these periodic reviews.
  - 2. Recordings that capture a potential instance of racial or bias-based profiling should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should ensure that no retaliatory action is taken against any member of this department who discloses information concerning racial or bias-based profiling.

#### **402.6 ADMINISTRATION**

Each year, the Patrol Division Commander shall review the efforts of the Department to prevent racial or bias-based profiling and submit an overview, including public concerns and complaints, to the Chief of Police. This report should not contain any identifying information regarding any specific complaint, citizen or officers. It should be reviewed by the Chief of Police to identify any changes in training or operations that should be made to improve service.

Supervisors shall review the annual report and discuss the results with those they are assigned to supervise.

#### **402.7 TRAINING**

Training on racial or bias-based profiling and review of this policy should be conducted as directed by the Training Officer.

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## Immigration Violations

### 428.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to members of the Sweet Home Police Department for investigating and enforcing immigration laws.

### 428.2 POLICY

It is the policy of the Sweet Home Police Department that all members make personal and professional commitments to equal enforcement of the law and equal service to the public. Confidence in this commitment will increase the effectiveness of this department in protecting and serving the entire community and recognizing the dignity of all persons, regardless of their immigration status.

### 428.3 VICTIMS AND WITNESSES

To encourage crime reporting and cooperation in the investigation of criminal activity, all individuals, regardless of their immigration status, must feel secure that contacting or being addressed by members of law enforcement will not automatically lead to immigration inquiry and/or deportation. While it may be necessary to determine the identity of a victim or witness, members shall treat all individuals equally and without regard to race, color or national origin in any way that would violate the United States or Oregon Constitutions.

### 428.4 ENFORCEMENT

The U.S. Immigration and Customs Enforcement (ICE) has primary jurisdiction for enforcement of the provisions of Title 8 of the United States Code dealing with illegal entry. This department does not participate in routine immigration investigation and enforcement activities. However, an officer may arrest any person who is the subject of an arrest warrant issued by a federal magistrate for a criminal violation of federal immigration laws (ORS 181A.820).

#### 428.4.1 BASIS FOR CONTACT

Unless immigration status is relevant to another criminal offense or investigation (e.g., harboring, smuggling, terrorism), the fact that an individual is suspected of an immigration violation shall not be the sole basis for contact, detention or arrest (ORS 181A.820).

### 428.5 ARREST NOTIFICATION TO IMMIGRATION AND CUSTOMS ENFORCEMENT

Generally, an officer will not need to notify ICE when booking arrestees at the county jail. Immigration officials routinely interview suspected undocumented aliens who are booked into the county jail on criminal charges. Notification will be handled according to jail operation procedures. No individual who is otherwise ready to be released should continue to be detained solely for the purpose of notification.

# Sweet Home Police Department

## Policy Manual

### *Immigration Violations*

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#### **428.6 ICE REQUEST FOR ASSISTANCE**

Requests by ICE, or any other federal agency, for assistance from this department should be directed to a supervisor. The Department may provide available support services, such as traffic control or peacekeeping efforts, to ICE or other federal agencies.

#### **428.7 INFORMATION SHARING**

No member of this department will prohibit, or in any way restrict, any other member from doing any of the following regarding the citizenship or immigration status, lawful or unlawful, of any individual (8 USC § 1373):

- (a) Sending information to, or requesting or receiving such information from ICE
- (b) Maintaining such information in department records
- (c) Exchanging such information with any other federal, state or local government entity

##### **428.7.1 IMMIGRATION HOLDS**

No individual should be held based solely on a federal immigration detainer under 8 CFR 287.7 unless the person has been charged with a federal crime or the detainer is accompanied by a warrant, affidavit of probable cause, or removal order. Notification to the federal authority issuing the detainer should be made prior to the release.

#### **428.8 U VISA AND T VISA NON-IMMIGRANT STATUS**

Under certain circumstances, federal law allows temporary immigration benefits, known as a U visa, to victims and witnesses of certain qualifying crimes (8 USC § 1101(a)(15)(U)). A law enforcement certification for a U visa may be completed by an officer in order for a U visa to be issued.

Similar immigration protection, known as a T visa, is available for certain qualifying victims of human trafficking (8 USC § 1101(a)(15)(T)). A law enforcement declaration for a T visa may be completed by an officer in order for a T visa to be issued.

Any request for assistance in applying for U visa or T visa status should be forwarded in a timely manner to the Detective Unit supervisor assigned to oversee the handling of any related case. The Detective Unit supervisor should:

- (a) Consult with the assigned investigator to determine the current status of any related case and whether further documentation is warranted.
- (b) Contact the appropriate prosecutor assigned to the case, if applicable, to ensure the certification or declaration has not already been completed and whether a certification or declaration is warranted.
- (c) Address the request and complete the certification or declaration, if appropriate, in a timely manner.
  - 1. The instructions for completing certification and declaration forms can be found on the U.S. Department of Homeland Security (DHS) website.

# Sweet Home Police Department

## Policy Manual

### *Immigration Violations*

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- (d) Ensure that any decision to complete, or not complete, a certification or declaration form is documented in the case file and forwarded to the appropriate prosecutor. Include a copy of any completed form in the case file.

# BUDGET OVERVIEW

April - June 2017

**City of Sweet Home**  
**1140 12th Avenue**  
**(541) 367-5128**  
**(541) 367-5113 Fax**



Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
<b>GENERAL FUND</b>					
BEGINNING FUND BALANCE	\$ -	\$ (1,439,729.59)	\$ (976,155.00)	\$ 463,574.59	147.49%
<b>Revenues</b>	<b>\$ (218,892.82)</b>	<b>\$ (2,259,942.20)</b>	<b>\$ (2,175,807.00)</b>	<b>\$ 84,135.20</b>	<b>103.87%</b>
<b>GEN GOV'T LEGISLATIVE</b>	<b>\$ 789.99</b>	<b>\$ 21,612.05</b>	<b>\$ 22,188.00</b>	<b>\$ 575.95</b>	<b>97.40%</b>
<b>NON-DEPARTMENTAL</b>	<b>\$ 40,966.70</b>	<b>\$ 674,677.50</b>	<b>\$ 952,336.00</b>	<b>\$ 277,658.50</b>	<b>70.84%</b>
<b>EXECUTIVE</b>	<b>\$ 18,494.21</b>	<b>\$ 246,692.73</b>	<b>\$ 272,498.00</b>	<b>\$ 25,805.27</b>	<b>90.53%</b>
<b>FINANCE</b>	<b>\$ 17,318.65</b>	<b>\$ 217,333.34</b>	<b>\$ 219,390.00</b>	<b>\$ 2,056.66</b>	<b>99.06%</b>
<b>MUNICIPAL COURT</b>	<b>\$ 22,960.31</b>	<b>\$ 239,863.66</b>	<b>\$ 297,377.00</b>	<b>\$ 57,513.34</b>	<b>80.66%</b>
<b>COMMUNITY DEV. DEPARTMEN</b>	<b>\$ 12,829.96</b>	<b>\$ 125,782.79</b>	<b>\$ 192,073.00</b>	<b>\$ 66,290.21</b>	<b>65.49%</b>
<b>PARKS/FACILITIES MAINTENAN</b>	<b>\$ 14,865.34</b>	<b>\$ 113,253.90</b>	<b>\$ 239,925.00</b>	<b>\$ 126,671.10</b>	<b>47.20%</b>
<b>BUILDING INSPECTION PROGRA</b>	<b>\$ 14,714.11</b>	<b>\$ 169,849.35</b>	<b>\$ 181,450.00</b>	<b>\$ 11,600.65</b>	<b>93.61%</b>
<b>COMMUNITY SERVICE PROGRA</b>	<b>\$ 18,300.00</b>	<b>\$ 18,300.00</b>	<b>\$ 18,300.00</b>	<b>\$ -</b>	<b>100.00%</b>
<b>TRANSFERS</b>	<b>\$ 22,500.00</b>	<b>\$ 90,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ -</b>	<b>100.00%</b>
<b>ENDING FUND BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 666,425.00</b>	<b>\$ 666,425.00</b>	<b>0.00%</b>
<b>GENERAL FUND</b>	<b>\$ (35,153.55)</b>	<b>\$ (1,782,306.47)</b>			
<b>PUBLIC SAFETY</b>					
BEGINNING FUND BALANCE	\$ -	\$ (1,291,763.30)	\$ (1,264,731.00)	\$ 27,032.30	102.14%
<b>Revenues</b>	<b>\$ (86,026.80)</b>	<b>\$ (2,183,525.43)</b>	<b>\$ (2,130,301.00)</b>	<b>\$ 53,224.43</b>	<b>102.50%</b>
<b>Expenses</b>	<b>\$ 195,219.43</b>	<b>\$ 2,245,931.35</b>	<b>\$ 2,419,349.00</b>	<b>\$ 173,417.65</b>	<b>92.83%</b>
<b>ENDING FUND BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 925,683.00</b>	<b>\$ 925,683.00</b>	<b>0.00%</b>
<b>PUBLIC SAFETY</b>	<b>\$ 109,192.63</b>	<b>\$ (1,229,076.47)</b>			
<b>LIBRARY</b>					
BEGINNING FUND BALANCE	\$ -	\$ (190,269.53)	\$ (183,498.00)	\$ 6,771.53	103.69%
<b>Revenues</b>	<b>\$ (12,981.14)</b>	<b>\$ (324,705.84)</b>	<b>\$ (332,966.00)</b>	<b>\$ (8,260.16)</b>	<b>97.52%</b>
<b>Expenses</b>	<b>\$ 27,251.50</b>	<b>\$ 288,187.05</b>	<b>\$ 370,031.00</b>	<b>\$ 228,276.95</b>	<b>77.88%</b>
<b>ENDING FUND BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 146,433.00</b>	<b>\$ 146,433.00</b>	<b>0.00%</b>
<b>LIBRARY</b>	<b>\$ 14,270.36</b>	<b>\$ (226,788.32)</b>			
<b>PROJECT/EQUIPMENT RESERVE</b>					
BEGINNING FUND BALANCE	\$ -	\$ (392,996.48)	\$ (316,971.00)	\$ 76,025.48	123.98%
<b>Revenues</b>	<b>\$ (42,295.78)</b>	<b>\$ (183,028.16)</b>	<b>\$ (176,975.00)</b>	<b>\$ 6,053.16</b>	<b>103.42%</b>
<b>Expenditure</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 373,946.00</b>	<b>\$ 373,946.00</b>	<b>0.00%</b>
<b>PROJECT/EQ.RESERVE FUND</b>	<b>\$ -</b>	<b>\$ 34,723.78</b>	<b>\$ 493,946.00</b>	<b>\$ 459,222.22</b>	<b>7.03%</b>
<b>PROJECT/EQUIPMENT RESERVE</b>	<b>\$ (42,295.78)</b>	<b>\$ (541,300.86)</b>			



<b>NARCOTIC ENFORCEMENT RESERVE</b>						
BEGINNING FUND BALANCE	\$ -	\$ (92,058.69)	\$ (91,884.00)	\$ 174.69	100.19%	
Revenues	\$ (270.19)	\$ (901.58)	\$ (271.00)	\$ 630.58	332.69%	
Expenses	\$ -	\$ -	\$ 92,155.00	\$ 92,155.00	0.00%	
<b>NARCOTIC ENFORCEMENT RESERVE</b>	<b>\$ (270.19)</b>	<b>\$ (92,960.27)</b>				
<b>COMMUNITY CENTER OPERATIONS</b>						
BEGINNING FUND BALANCE	\$ -	\$ (13,378.06)	\$ (10,737.00)	\$ 2,641.06	124.60%	
Revenues	\$ (12,842.39)	\$ (29,989.49)	\$ (34,264.00)	\$ (4,274.51)	87.52%	
Expenses	\$ 2,968.41	\$ 36,887.24	\$ 45,001.00	\$ 8,113.76	81.97%	
<b>COMMUNITY CENTER OPERATIONS</b>	<b>\$ (9,873.98)</b>	<b>\$ (6,480.31)</b>				
<b>BUILDING RESERVE FUND</b>						
BEGINNING FUND BALANCE	\$ -	\$ (1,043,398.18)	\$ (1,008,675.00)	\$ 34,723.18	103.44%	
Revenues	\$ (20,845.11)	\$ (89,299.48)	\$ (88,050.00)	\$ 1,249.48	101.42%	
Expenses	\$ 450.00	\$ 828,743.22	\$ 1,096,725.00	\$ 267,981.78	75.57%	
<b>BUILDING RESERVE FUND</b>	<b>\$ (20,395.11)</b>	<b>\$ (303,954.44)</b>				
<b>BND DEBT/POLICE-DISPATCH FUND</b>						
BEGINNING FUND BALANCE	\$ -	\$ (289.37)	\$ -	\$ 289.37	0.00%	
Revenues	\$ (0.85)	\$ (2.83)	\$ -	\$ 2.83	0.00%	
Expenses	\$ -	\$ -	\$ -	\$ -	0.00%	
<b>BND DEBT/POLICE-DISPATCH FUND</b>	<b>\$ (0.85)</b>	<b>\$ (292.20)</b>				
<b>SPECIAL ASSESSMENT FUND</b>						
BEGINNING FUND BALANCE	\$ -	\$ (769.17)	\$ (768.00)	\$ 1.17	100.15%	
Revenues	\$ (2.26)	\$ (7.53)	\$ (4.00)	\$ 3.53	188.25%	
Expenses	\$ -	\$ -	\$ 772.00	\$ 772.00	0.00%	
<b>SPECIAL ASSESSMENT FUND</b>	<b>\$ (2.26)</b>	<b>\$ (776.70)</b>				
<b>PARKS &amp; RECREATION</b>						
BEGINNING FUND BALANCE	\$ -	\$ (44,215.36)	\$ (43,516.00)	\$ 699.36	101.61%	
Revenues	\$ (1,630.68)	\$ (8,459.44)	\$ (8,589.00)	\$ (129.56)	98.49%	
Expenses	\$ 1,370.75	\$ 1,370.75	\$ 52,105.00	\$ 50,734.25	2.63%	
<b>PARKS &amp; RECREATION</b>	<b>\$ (259.93)</b>	<b>\$ (51,304.05)</b>				
<b>WATER FUND</b>						
BEG. WORKING CAPITAL	\$ -	\$ (239,567.59)	\$ (271,168.00)	\$ (31,600.41)	88.35%	
Revenues	\$ (185,404.98)	\$ (2,079,246.25)	\$ (2,200,488.00)	\$ (121,241.75)	94.49%	

<b>WATER TREATMENT PLANT</b>	\$ 107,896.89	\$ 1,341,352.33	\$ 1,397,699.00	\$ 56,346.67		95.97%
<b>WTR.DIST.SYS.MAINT.-WTR.</b>	\$ 103,905.94	\$ 763,536.71	\$ 1,073,957.00	\$ 310,420.29		71.10%
<b>WATER FUND</b>	\$ 26,397.85	\$ (213,924.80)				
<b>WATER DEV. RESERVE FUND</b>						
BEG. WORKING CAPITAL	\$ -	\$ (361,522.93)	\$ (355,923.00)	\$ 5,599.93		101.57%
Revenues	\$ (6,046.79)	\$ (52,084.81)	\$ (3,059.00)	\$ 49,025.81		1702.67%
Expenses	\$ -	\$ -	\$ 358,982.00	\$ 358,982.00		0.00%
<b>WATER DEV. RESERVE FUND</b>	\$ (6,046.79)	\$ (413,607.74)				
<b>WATER CAPITAL FUND</b>						
BEG. WORKING CAPITAL	\$ -	\$ (95,955.59)	\$ (82,040.00)	\$ 13,915.59		116.96%
Revenues	\$ (282.16)	\$ (945.93)	\$ (490.00)	\$ 455.93		193.05%
Expenses	\$ -	\$ -	\$ 82,530.00	\$ 82,530.00		0.00%
<b>WATER CAPITAL FUND</b>	\$ (282.16)	\$ (96,901.52)				
<b>WATER DEPRECIATION FUND</b>						
BEG. WORKING CAPITAL	\$ -	\$ (469,962.43)	\$ (443,329.00)	\$ 26,633.43		106.01%
Revenues	\$ (77,593.12)	\$ (308,532.29)	\$ (305,102.00)	\$ 3,430.29		101.12%
Expenses	\$ -	\$ 92,388.59	\$ 748,431.00	\$ 656,042.41		12.34%
<b>WATER DEPRECIATION FUND</b>	\$ (77,593.12)	\$ (686,106.13)				
<b>WASTEWATER FUND</b>						
BEG. WORKING CAPITAL	\$ -	\$ (92,149.31)	\$ -	\$ 92,149.31		0.00%
Revenues	\$ (192,908.88)	\$ (2,277,193.62)	\$ (2,655,460.00)	\$ (378,266.38)		85.76%
<b>WASTEWATER TREATMENT</b>	\$ 56,885.73	\$ 839,349.58	\$ 937,717.00	\$ 98,367.42		89.51%
<b>COLLECTION SYSTEM MAINT.</b>	\$ 36,344.28	\$ 1,555,437.21	\$ 1,717,743.00	\$ 162,305.79		90.55%
<b>WASTEWATER FUND</b>	\$ (99,678.87)	\$ 25,443.86				
<b>WASTEWATER DEV. RES. FUND</b>						
BEG. WORKING CAPITAL	\$ -	\$ (415,054.54)	\$ (408,714.00)	\$ 6,340.54		101.55%
Revenues	\$ (3,788.28)	\$ (32,269.15)	\$ (2,867.00)	\$ 29,402.15		1125.54%
Expenses	\$ -	\$ -	\$ 411,581.00	\$ 411,581.00		0.00%
<b>WASTEWATER DEV. RES. FUND</b>	\$ (3,788.28)	\$ (447,323.69)				
<b>WASTEWATER CAPITAL FUND</b>						
BEG. WORKING CAPITAL	\$ -	\$ (521,089.60)	\$ (520,561.00)	\$ 528.60		100.10%
Revenues	\$ (1,529.41)	\$ (5,103.30)	\$ (2,447.00)	\$ 2,656.30		208.55%
Expenses	\$ -	\$ -	\$ 523,008.00	\$ 523,008.00		0.00%
<b>WASTEWATER CAPITAL FUND</b>	\$ (1,529.41)	\$ (526,192.90)				

	<b>WASTEWATER DEPRECIATION</b>					
	BEG. WORKING CAPITAL	\$ -	\$ (1,065,464.60)	\$ (1,025,686.00)	\$ 39,778.60	103.88%
	Revenues	\$ (3,674.87)	\$ (226,653.30)	\$ (292,168.00)	\$ (65,514.70)	77.58%
	Expenses	\$ -	\$ 27,777.47	\$ 1,317,854.00	\$ 1,290,076.53	2.11%
	<b>WASTEWATER DEPRECIATION</b>	\$ (3,674.87)	\$ (1,264,340.43)			
	<b>STORM WATER DRAINAGE</b>					
	BEGINNING FUND BALANCE	\$ -	\$ (153,404.91)	\$ (149,570.00)	\$ 3,834.91	102.56%
	Revenues	\$ (5,293.80)	\$ (62,307.63)	\$ (60,586.00)	\$ 1,721.63	102.84%
	Expenses	\$ 34,738.72	\$ 190,275.81	\$ 210,156.00	\$ 19,880.19	90.54%
	<b>STORM WATER DRAINAGE</b>	\$ 29,444.92	\$ (25,436.73)			
	<b>STORM WATER DEV. RESERVE F</b>					
	BEG. WORKING CAPITAL	\$ -	\$ (10,876.86)	\$ (10,866.00)	\$ 10.86	100.10%
	Revenues	\$ (31.92)	\$ (106.52)	\$ (51.00)	\$ 55.52	208.86%
	Expenses	\$ -	\$ -	\$ 10,917.00	\$ 10,917.00	0.00%
	<b>STORM WATER DEV. RESERVE F</b>	\$ (31.92)	\$ (10,983.38)			
	<b>STORM WATER CAPITAL CONST</b>					
	BEG. WORKING CAPITAL	\$ -	\$ (25,587.94)	\$ (25,559.00)	\$ 28.94	100.11%
	Revenues	\$ (11,939.31)	\$ (47,470.52)	\$ (47,108.00)	\$ 362.52	100.77%
	Expenses	\$ -	\$ -	\$ 72,667.00	\$ 72,667.00	0.00%
	<b>STORM WATER CAPITAL CONST</b>	\$ (11,939.31)	\$ (73,058.46)			
	<b>STORM WATER DEPRECIATION</b>					
	BEG. WORKING CAPITAL	\$ -	\$ (84,458.38)	\$ (84,373.00)	\$ 85.38	100.10%
	Revenues	\$ (12,112.08)	\$ (48,047.05)	\$ (47,397.00)	\$ 650.05	101.37%
	Expenses	\$ -	\$ -	\$ 131,770.00	\$ 131,770.00	0.00%
	<b>STORM WATER DEPRECIATION</b>	\$ (12,112.08)	\$ (132,505.43)			
	<b>ST. MAINT IMPROV. CAPITAL</b>					
	BEG. FUND BAL	\$ -	\$ (1,316,706.53)	\$ (1,205,685.00)	\$ 111,021.53	109.21%
	Revenues	\$ (3,717.63)	\$ (12,750.15)	\$ (310,794.00)	\$ (298,043.85)	4.10%
	Expenses	\$ 6,250.00	\$ 54,625.26	\$ 1,516,479.00	\$ 1,461,853.74	3.60%
	<b>ST. MAINT IMPROV. CAPITAL</b>	\$ 2,532.37	\$ (1,274,831.42)			
	<b>STATE GAS TAX STREET FUND</b>					
	BEG. FUND BAL.	\$ -	\$ (239,136.88)	\$ (201,922.00)	\$ 37,214.88	118.43%
	Revenues	\$ (41,712.87)	\$ (499,718.63)	\$ (523,328.00)	\$ (23,609.37)	95.49%

<b>Expenses</b>	\$ 87,385.28	\$ 551,017.86	\$ 725,250.00	\$ 174,232.14	75.98%
<b>STATE GAS TAX STREET FUND</b>	\$ 45,672.41	\$ (187,837.65)			
<b>PATH PROGRAM</b>					
BEG. FUND BALANCE	\$ -	\$ (195,476.59)	\$ (195,258.00)	\$ 218.59	100.11%
<b>Revenues</b>	\$ (19,474.16)	\$ (77,233.55)	\$ (75,610.00)	\$ 1,623.55	102.15%
<b>Expenses</b>	\$ 33,523.00	\$ 33,529.65	\$ 270,868.00	\$ 237,338.35	12.38%
<b>PATH PROGRAM</b>	\$ 14,048.84	\$ (239,180.49)			
<b>WEDDLE BRIDGE</b>					
BEG. FUND BALANCE	\$ -	\$ (4,654.43)	\$ (4,650.00)	\$ 4.43	100.10%
<b>Revenues</b>	\$ (13.66)	\$ (45.57)	\$ (22.00)	\$ 23.57	207.14%
<b>Expenses</b>	\$ -	\$ -	\$ 4,672.00	\$ 4,672.00	0.00%
<b>WEDDLE BRIDGE</b>	\$ (13.66)	\$ (4,700.00)			
<b>SPECIAL EVENTS</b>					
BEG. FUND BAL.	\$ -	\$ (4,207.45)	\$ (4,024.00)	\$ 183.45	104.56%
<b>Revenues</b>	\$ (1,271.08)	\$ (13,164.97)	\$ (15,013.00)	\$ (1,848.03)	87.69%
<b>Expenses</b>	\$ 412.50	\$ 9,542.15	\$ 19,037.00	\$ 9,494.85	50.12%
<b>SPECIAL EVENTS</b>	\$ (858.58)	\$ (7,830.27)			
<b>PUBLIC TRANSIT GRANT</b>					
BEG. FUND BALANCE	\$ -	\$ -	\$ -	\$ -	0.00%
<b>Revenues</b>	\$ -	\$ (61,497.00)	\$ (90,263.00)	\$ (28,766.00)	68.13%
<b>Expenses</b>	\$ -	\$ 61,497.00	\$ 90,263.00	\$ 28,766.00	68.13%
<b>PUBLIC TRANSIT GRANT</b>	\$ -	\$ -			
<b>HOUSING REHAB. PROGRAM</b>					
BEGINNING FUND BALANCE	\$ -	\$ (233,529.86)	\$ (233,754.00)	\$ (224.14)	99.90%
<b>Revenues</b>	\$ (627.12)	\$ (2,242.56)	\$ (301,099.00)	\$ (298,856.44)	0.74%
<b>Expenses</b>	\$ 95.00	\$ 20,078.00	\$ 534,853.00	\$ 514,775.00	3.75%
<b>HOUSING REHAB. PROGRAM</b>	\$ (532.12)	\$ (215,694.42)			

2016 vs 2017 comparison of Major Funds				2015 vs 2016
	audited 2015-2016	pre-audit 2016-2017	inc/(decrease)	inc/(decrease)
<b>GENERAL FUND</b>				
BEGINNING BALANCE	\$ (1,694,559.79)	\$ (1,439,729.59)	\$ (254,830)	
Revenues	\$ (2,185,493.05)	\$ (2,259,942.20)	\$ 74,449	
GEN GOV'T LEGISLATIVE	\$ 16,960.48	\$ 21,612.05	\$ 4,652	
NON-DEPARTMENTAL	\$ 645,822.69	\$ 674,677.50	\$ 28,855	
EXECUTIVE	\$ 327,872.69	\$ 246,692.73	\$ (81,180)	
FINANCE	\$ 205,029.71	\$ 217,333.34	\$ 12,304	
MUNICIPAL COURT	\$ 220,054.93	\$ 239,863.66	\$ 19,809	
COMMUNITY DEV. DEPARTMEN	\$ 160,358.16	\$ 125,782.79	\$ (34,575)	
PARKS/FACILITIES MAINTENAN	\$ 132,392.42	\$ 113,253.90	\$ (19,139)	
BUILDING INSPECTION PROGRA	\$ 167,779.17	\$ 169,849.35	\$ 2,070	
COMMUNITY SERVICE PROGRA	\$ 18,300.00	\$ 18,300.00	\$ -	
TRANSFERS	\$ 545,753.00	\$ 90,000.00	\$ (455,753)	
<b>GENERAL FUND</b>	<b>\$ (1,439,729.59)</b>	<b>\$ (1,782,306.47)</b>	<b>\$ 342,577</b>	<b>\$ (364,747)</b>
<b>PUBLIC SAFETY</b>				
BEGINNING BALANCE	\$ (1,029,036.77)	\$ (1,291,763.30)	\$ 262,727	
Revenues	\$ (2,414,858.77)	\$ (2,183,525.43)	\$ (231,333)	
POLICE DEPT.	\$ 2,152,132.24	\$ 2,245,931.35	\$ 93,799	
<b>PUBLIC SAFETY</b>	<b>\$ (1,291,763.30)</b>	<b>\$ (1,229,076.47)</b>	<b>\$ (62,687)</b>	<b>\$ 281,878</b>
<b>LIBRARY</b>				
BEGINNING BALANCE	\$ (168,277.10)	\$ (190,269.53)	\$ 21,992	
Revenues	\$ (256,094.46)	\$ (324,705.84)	\$ 68,611	
Expenses	\$ 234,102.03	\$ 288,187.05	\$ 54,085	
<b>LIBRARY</b>	<b>\$ (190,269.53)</b>	<b>\$ (226,788.32)</b>	<b>\$ 36,519</b>	<b>\$ 24,371</b>
<b>WATER FUND</b>				
BEGINNING BALANCE	\$ (158,749.34)	\$ (239,567.59)	\$ 80,818	
Revenues	\$ (2,019,587.21)	\$ (2,079,246.25)	\$ 59,659	
WATER TREATMENT PLANT	\$ 1,249,197.07	\$ 1,341,352.33	\$ 92,155	
WTR.DIST.SYS.MAINT.-WTR.	\$ 689,571.89	\$ 763,536.71	\$ 73,965	
<b>WATER FUND</b>	<b>\$ (239,567.59)</b>	<b>\$ (213,924.80)</b>	<b>\$ (25,643)</b>	<b>\$ 95,522</b>
<b>WASTEWATER FUND</b>				
BEGINNING BALANCE	\$ (147,731.48)	\$ (92,149.31)	\$ (55,582)	
Revenues	\$ (2,100,236.16)	\$ (2,277,193.62)	\$ 176,957	
WASTEWATER TREATMENT	\$ 687,137.21	\$ 839,349.58	\$ 152,212	
COLLECTION SYSTEM MAINT.	\$ 1,468,681.12	\$ 1,555,437.21	\$ 86,756	
<b>WASTEWATER FUND</b>	<b>\$ (92,149.31)</b>	<b>\$ 25,443.86</b>	<b>\$ (117,593)</b>	<b>\$ (48,679)</b>
<b>STATE GAS TAX STREET FUND</b>				
BEGINNING BALANCE	\$ (195,421.21)	\$ (239,136.88)	\$ 43,716	
Revenues	\$ (538,362.67)	\$ (499,718.63)	\$ (38,644)	
Expenses	\$ 494,647.00	\$ 551,017.86	\$ 56,371	
<b>STATE GAS TAX STREET FUND</b>	<b>\$ (239,136.88)</b>	<b>\$ (187,837.65)</b>	<b>\$ (51,299)</b>	<b>\$ (147)</b>

**SWEET HOME MUNICIPAL COURT MONTHLY REPORT  
JULY 2017**

OFFENSE CLASS	FILED	TERMINATED	TRIALS
MISDEMEANORS	<u>20</u>	<u>(32)</u>	<u>0</u>
VIOLATIONS	<u>20</u>	<u>(45)</u>	<u>0</u>
<b>TOTALS</b>	<u><u>40</u></u>	<u><u>(77)</u></u>	<u><u>0</u></u>

WARRANTS	<u>54</u>
SUSPENSIONS	<u>22</u>
SHOW CAUSE ORDERS	<u>10</u>
COURT ASSIGNED CASE	<u>184</u>

**COURT REVENUE:**

TOTAL DEPOSITS	+	<u>7,667.00</u>
TOTAL BAIL FORFEIT	+	<u>                    </u>
TOTAL BAIL (CURRENT MONTH)	-	<u>                    </u>
TOTAL REFUNDS (NON-BAIL)	-	<u>                    </u>
<b>TOTAL COURT REVENUE</b>		<u><u>7,667.00</u></u>

**TOTAL NON-REVENUE  
CREDIT ALLOWED  
AGAINST FINES:**

1,503.00

**CASH PAYMENTS TO:**

CITY	<u>6,682.00</u>
STATE	<u>577.00</u>
COUNTY	<u>112.00</u>
OTHER	<u>296.00</u>
<b>TOTAL</b>	<u><u>7,667.00</u></u>

**COURT PAYMENTS:**

CITY (FINES)	<u>3,988.00</u>
RESTITUTION & OTHER	<u>296.00</u>
UNITARY ASSESSMENT	<u>577.00</u>
COUNTY/JAIL ASSESSMENT (CA/CC)	<u>112.00</u>
LEMLA & SCFS	<u>                    </u>
DUII	<u>                    </u>
PAYMENTS TO OTHER AGENCIES	<u>                    </u>
CITY COSTS (FEES)	<u>2,694.00</u>
<b>TOTAL COURT PAYMENTS</b>	<u><u>7,667.00</u></u>

RECEIVED FROM COLLECTIONS THIS MO:	<u>0.00</u>
RECEIVED FROM COLLECTIONS TO DATE:	<u>181,637.19</u>
TURNTD TO COLLECTIONS TO DATE:	<u>2,019,477.31</u>

<b>BALANCE FORWARD: audited</b>	<u>1,166,482.91</u>
<b>NEW A/R IMPOSED BY JUDGE:</b>	<u>34,015.02</u>
<b>MINUS:</b>	
<b>PAYMENTS REC'D BY COURT:</b>	<u>(7,667.00)</u>
<b>NON-REVENUE CREDIT:</b>	<u>(1,503.00)</u>
<b>SENT TO COLLECTIONS:</b>	<u>(70,365.00)</u>
<b>NET A/R</b>	<u><u>1,120,962.93</u></u>

Library Advisory Board  
Minutes August 10, 2017  
Meeting time 4:30pm

Present at the meeting were Kevin Hill, Diane Gerson and Don Hopkins. Charlene Adams and Eva Journey had excused absences.

Don Hopkins requested that the topic of the "Bequest update" be added to the agenda.

**Motion to approve the minutes as presented of the July 13, 2017 meeting. Motion approved (3 ayes, 0 opposed.)**

### **Report of the Librarian**

Rose stated that there were no financial reports available as yet. The July statistics were reviewed.

### **Unfinished Business**

Rose provided an update on the summer reading program. 698 children and adults have attended the 16 summer reading programs. The final program "Total Eclipse" end of summer party is planned for August 16.

Additional information is required from the School District before the Spirit Mountain grant can be submitted. The grant will provide additional books for the Free Little Libraries.

Tim Goodman from Comcast presented a \$500.00 to the Library for the summer reading program at the City Council meeting. This is the fourth year Comcast has made a donation.

After a conversation with City Attorney, Robert Snyder, an update on the bequest was included in the Library Board's packet. Don Hopkins asked when the 5 year lease would end. Diane Gerson said that she believed it would be in 2020.

### **New Business**

A Ready to Read grant for next year's summer reading program will be submitted at the end of the month. Next year's summer reading theme is "Libraries Rock".

Rose is assisting the Friends of the Library with a grant to the Siletz tribe to replace existing shelving at the bookstore.

Two additional cameras will be installed on the front of the library to provide coverage of the street and the parking lot. One of the cameras will have sound.

Rose provided a staffing update informing the Board that the 20 hour position had been posted in house and will be posted externally if no internal candidates apply.

Rose reported on programs coming up in September. Larry Horton from the Rotary asked if the Library would host the kindergarteners from the Dolly Parton Imagination Library project on September 9<sup>th</sup>. In September, we will be offering a "Lego Simple and Powered Machines" club where children can learn about mechanics and physics targeted at grades 6<sup>th</sup> through 8<sup>th</sup>. We will also offering an additional Lego club for younger children which will include programming. September 19 the Sweet Home Public Library will be celebrating 75 years of service. An open house from 3pm to 6pm is being planned.

Rose informed the Library Board that she decided to cancel the Inter-Library Loan portion of the contract with OCLC. We have had no requests for an inter-library loan for more than 6 months. The Library will have a savings of \$500.00.

The meeting was adjourned at 5:15pm  
The next meeting is September 14, 2017

## Statistics for June, 2017

### PATRON ACTIVITY

OPAC Logins	195
SIP2 Logins	403

### CIRCULATION AND RENEWALS

Checkouts	4178
Renewals by Staff	629
Renewals via OPAC	115

### HOLDS REQUESTED

Holds by Staff	114
Holds via OPAC	101

<b>ACTIVE PATRONS</b>	2518
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### NEW PATRONS

Resident	90
NonResident	12

<b>ITEM COUNTS</b>	40829
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## Statistics for July, 2017

### PATRON ACTIVITY

OPAC Logins	174
SIP2 Logins	309

### CIRCULATION AND RENEWALS

Checkouts	3884
Renewals by Staff	687
Renewals via OPAC	198

### HOLDS REQUESTED

Holds by Staff	107
Holds via OPAC	74

<b>ACTIVE PATRONS</b>	2527
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### NEW PATRONS

Resident	66
NonResident	4

<b>ITEM COUNTS</b>	40781
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## Circulation Stats July, 2017

Auto Manuals	0
Books on CD	180
Children's Board Books	27
Children's Easy Readers	265
Children's Fiction	402
Children's Graphic Novels	156
Children's Nonfiction	202
Children's Picture Books	467
Children's Ready to Read	278
DVDs	834
Fiction	350
Magazines	46
Music CD	108
Mystery	265
New Fiction	224
New NonFiction	55
New Mystery	118
New Science Fiction	12
Nonfiction	315
Northwest	11
Paperback General	34
Paperback Mystery	33
Paperback Romance	41
Paperback Westerns	5
Paperback Science Fiction	8
Science Fiction/Fantasy	44
Teen Fiction	176
Teen Graphic Novels	39
Teen Nonfiction	5
Videos	10
Westerns	25
<b>TOTAL</b>	<b>4,769</b>

August 9, 2017

City of Sweet Home Community Grant

Thank you for approving a grant of \$1090 towards purchasing a replacement for the ranges in the Sweet Home United Methodist Church kitchen. We are honored to receive this and acknowledge it as your support towards the continuation of the Manna Meal program which serves many in our community.

Manna is a program of SHEM and the Sweet Home United Methodist Church has been hosting the meal for over 13 years and intend to continue as long as there is a need.

We have not made final arrangements for the procurement of the range, but will complete the required paperwork when we do.

Again, on behalf of the church and all the Manna cooks, thank you.

Sincerely,



Linda Rowton  
Manna Meal Coordinator  
And Sweet Home UMC treasurer