

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

June 12, 2018, 6:30 p.m.  
City Hall Annex, 1140 12th Avenue  
Sweet Home, OR 97386

WIFI Passcode:  
guestwifi

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

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

**B. Roll Call:**

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

**C. Consent Agenda:**

- a) Approval of Minutes: May 22, 2018 – City Council (pg. 3-7)

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

**E. Old Business:**

- a) S|EA Architect presentation of FINAL floorplan (pg. 8)

**F. New Business:**

- a) Sweet Home Sanitation Recycling Discussion – Scott Gagner (pg. 9-16)
- b) Request for Council Action – 2018-2019 Contract Amendment – Jacobs (pg.17-44)
- c) Request for Council Action – Creation of Associate Planner Position (pg.45-55)

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

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

**I. Resolutions**

- a) Resolution No. 6 for 2018 – A Resolution to Set Public Information, Records, Research Service and Miscellaneous Fees. (pg.56-61)
- b) Resolution No. 7 for 2018 – A Resolution Setting Rates for Water Services (pg. 62-65)

*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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**J. Reports of Committees:**

Administrative & Finance/Property	Goble
Public Safety/Traffic Safety	Briana
Public Works	Mahler
Park and Tree Committee (Minutes 05-16-18) (pg. 66-67)	Trask
Youth Advisory Council	Gourley
Chamber of Commerce	Coleman
Fire District	Trask
Council of Governments	Gerson
Area Commission on Transportation	Briana
Solid Waste Advisory Council	Goble
Ad Hoc Committee on Health (Minutes 05-21-18) ( pg. 68)	Gourley
Capitol Christmas Tree Committee	Coleman

**K. Reports of City Officials:**

- a) Mayor’s Report
- b) City Manager’s Report
- c) Department Director’s Reports:
  - i. Finance Director
    - (1) FD Report May (pg. 69)
    - (2) Checks by Date – May 2018 (pg. 70-74)
    - (3) Budget Committee Minutes - 05-17-18 (pg. 75-76)
  - ii. Library Services Director
    - (1) Library Advisory Board Minutes – May (pg.77-78)
    - (2) Circulation Statics by Item – March – May (pg. 79)
    - (3) Patron Statics – March – May (pg.80)
    - (4) Library Report – May (pg.81)
  - iii. Community and Economic Development Director
  - iv. Police Chief
    - (1) Safety Fair Flyer (pg.82-83)
  - v. Public Works Director
    - (1) Public Works Report – May (pg.84-85)
  - vi. City Attorney’s Report

**L. Adjournment**

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SWEET HOME CITY COUNCIL  
MEETING MINUTES

May 22, 2018

Mayor Mahler called the meeting to order at 6:30 p.m. in the City Hall Annex. The Pledge of Allegiance was recited.

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

Visitors Registered to Speak: Linda Garret, Dave Holley, Bill Matthews

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

<b>Roll Call:</b>	Councilor Briana	P	Councilor Gourley	P
	Councilor Coleman	P	Mayor Mahler	P
	Councilor Gerson	P	Councilor Trask	P
	Councilor Goble	P		

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

Items on the consent agenda are as follows:  
Approval of Minutes: May 08, 2018 – City Council

**Recognition of Visitors & Hearing of Petition:**

**If I were Mayor Contest Winners** The *If I Were Mayor* contest winners were presented with certificates and t-shirts for winning the local essay and poster contest. Their entries have been submitted for the regional contest in Salem.

**Sportsman Holiday Court** The 2018 Sportsman Holiday Court introduced themselves and each princess spoke of their plans following graduation from high school. They invited everyone to the Sportsman Holiday kick off event.

Linda Garret  
4196 Long Street  
Sweet Home, OR 97386  
Linda Garret addressed the Council on her concerns regarding back yard burning.

Anna Perry  
4351 Citabria Street  
Sweet Home, OR 97386  
Anna Perry addressed the Council on her concerns over increased water rates and billing methods.

Bill Matthews  
922 Pinetop St.  
Sweet Home, OR 97386  
Bill Matthews addressed the Council on water rates. He was concerned raising rates would deter customers from watering their lawns.

**Old Business:**

**New Business:**

Request for Council Action – Chamber of Commerce Contract

City Manager Towry introduced the request for the Agreement for Operation of the Sweet Home Visitor’s Center. Discussion ensued on the Chamber Budget which is \$40K - \$45K per year. Chamber Director Bill Matthews agreed to include profit and loss details on the reports to the Council.

**Motion to Approve the Contract for Operation of the Sweet Home Visitor’s Center as Presented (Gourley/Briana) 6 Ayes, 0 Opposed, 1 Recused (Coleman due to being an employee of the Chamber)**

Request for Council Action – Community Grant Program

City Manager Towry opened discussion regarding the City Community and the Sweet Home Community Foundation Grants Programs. Discussion ensued on the grant recipients of each grant program being the same, the similarities of the programs and the purpose of the grant programs. Consensus of the Council was to add a \$5,000 line item in the Budget for the Sweet Home Community Foundation Grants. Mayor Greg Mahler was willing to attend Sweet Home Community Foundation meetings as a Council Representative. The City will no longer administer the grant program in house.

Request for Council Action – Grove, Mueller & Swank, PC Contract

Finance Director Neish introduced the contract for audit services with Grove, Mueller & Swank P.C. The new contract would not exceed \$27k. FD Neish explained that Oregon State Law requires audits be performed by a third party. Discussion ensued on a possible RFP for audit services next year.

**Motion to approve the contract with Grove, Mueller & Swank, P.C for an amount not to exceed \$27,000 for audit services for the 2017-2018 fiscal year as required by state law (Trask/Gourley)**

**Roll Call Vote:**

<b>Mayor Mahler</b>	<b>Aye</b>
<b>Councilor Trask</b>	<b>Aye</b>
<b>Councilor Briana</b>	<b>Aye</b>
<b>Councilor Coleman</b>	<b>Aye</b>
<b>Councilor Gerson</b>	<b>Aye</b>
<b>Councilor Goble</b>	<b>Aye</b>
<b>Councilor Gourley</b>	<b>Aye</b>

Request for Council Action – Surplus Property

Public Works Director Springman introduced the Request for Council Action to surplus a garden mower that is more suited for residential use than commercial use. The money from the surplus will go to offset a new Hustler mower.



The item was moved to Legislation by consent of the Council

Request for Council Action – Utility Rate Review

City Manager Towry and Finance Director Neish presented the Council with water rate options to review. Based on consensus of the Council during the May 08, 2018 meeting, options included 300 cubic feet in the base rate. Option 1 was to do nothing. Option 2 would increase the base rate and the commodity while reducing the included consumption from 400 to 300 cubic feet, Option 3 would increase the base rate and the commodity while reducing included consumption from 400 to 300 feet, Option 4 would be to alter the base rate and the commodity while reducing included consumption from 400 to 300.

**Motion to decrease the base rate and the increase the commodity while reducing included consumption from 400 to 300 cubic feet and revise methodologies where the commodity rate includes personnel expenditures, depreciation and transfer to equipment reserves. (Gerson/Trask) 7 Ayes, 0 Opposed, 0 Absent**

Request for Council Action – Façade Improvement Program

Community and Economic Development Director Jerry Sorte introduced the Commercial Exterior Improvement Program as part of the economic development strategy for Sweet Home. The program would cover a range of projects that would be reviewed by a committee consisting of a representative of the City Council, Chamber of Commerce and three members engaged in local economic development efforts. The funding would come from approximately \$200,000 allocated for economic development projects.

**Motion to approve the Commercial Exterior Improvement Program as presented (Coleman/Gerson) 7 Ayes, 0 Opposed, 0 Absent.**

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

**Introduction:** None

**First Reading:** None

**Second Reading:** None

**Third and Final Reading of Ordinance Bills:** None

**Resolutions:**

**Resolution No. 5 for 2018 – A Resolution to Designate City Property as Surplus and Authorize its Lawful Disposal.**

City Manager Towry ready by title only Resolution No. 5 for 2018. **Motion to approve Resolution No. 5 for 2018 (Coleman/Gerson) motion passed with 7 Ayes, 0 Opposed and 0 Absent.**

*Committee Reports:*

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

*City Boards/Committees:*

Chamber of Commerce	Councilor Coleman reported the Chamber is gearing up for Sportsman Holiday. Their next committee meeting is this Thursday.
Fire District	None
Park & Tree Commission	Public Works Director Greg Springman reported on ongoing clean-up at Sankey Park. An RFP has gone out for the pedestrian bridge at Sankey Park. There was also discussion during the last meeting on sprinklers and improvements to Clover Park for the upcoming Capitol Christmas Tree events.
Y.A.C.	Councilor Gourley reported on ongoing weekly lunch meetings.
Ad Hoc Committee Community Healthcare	Councilor Gourley reported they are busy planning the Community Health Fair. Dr. Henry Wolthuis is heading a subcommittee on homelessness and Councilor Coleman will sit in on that subcommittee as well.
Capitol Christmas Tree	Councilor Coleman reported the banners have been ordered and received and the ornaments are being ordered this week. The Event Planning Committee will meet this Thursday at 9am at the Chamber.

*Regional Boards/Committees:*

Area Commission on Transportation (ACT)	Councilor Briana reported the committee will meet this Thursday.
COG	Councilor Gerson reported on items of interest from the COG meeting on May 17, 2018 including Safe Routes to School Grant Applications, Transportation for disabled and seniors package in Bill 217, and the completion of scenic byways in Oregon.
Solid Waste Advisory Council (SWAC)	None
Mayor's Report	None
City Manager's Report	City Manager Ray Towry reported that the Finance Department has volunteered to begin opening City Hall at 7am starting on June 4 <sup>th</sup> to allow time for those who commute out of town to conduct

business at City Hall. City Manager Towry was appreciative of finance staff who are arranging their personal schedules to accommodate the new hours. Transactions will be tracked during the 7am hour and reevaluated in 6 months. City Manager Towry stated he will be out this Friday and the following Friday as well. A meeting to discuss joint field maintenance will be held Thursday morning.

Department Directors Reports:

Finance Director Finance Director Neish presented the Monthly Revenue vs. Expense Report, SHMC Report and the Finance Report for April.

Library Director Library Services Director Peda gave circulation and patron statistics for Feb thru April. LSD Peda also announced Uke Jam Sessions every Friday. There are extra ukuleles available at the library.

Community and Economic Development Director Community and Economic Development Director Jerry Sorte talked about getting information to the public in the form of short videos on social media.

Police Chief Chief Lynn handed out information on call volume for April compared to April 2017 which had increased in all types of calls. Chief Lynn also provided statistics on Person Crimes and Property Crimes compared to last year. Chief Lynn reported on a Law Enforcement High Visibility Enforcement Saturation Patrol which will take place on May 25<sup>th</sup> from 6pm until 7:30pm.

Public Works Public Works Director Springman referred to the monthly report of ongoing projects that was included in the packet.

City Attorney None

With no further business the meeting adjourned at 8:54 PM.

Adjournment:

The foregoing is a true copy of the proceedings of the City Council at the May 22, 2018 regular City Council Meeting.

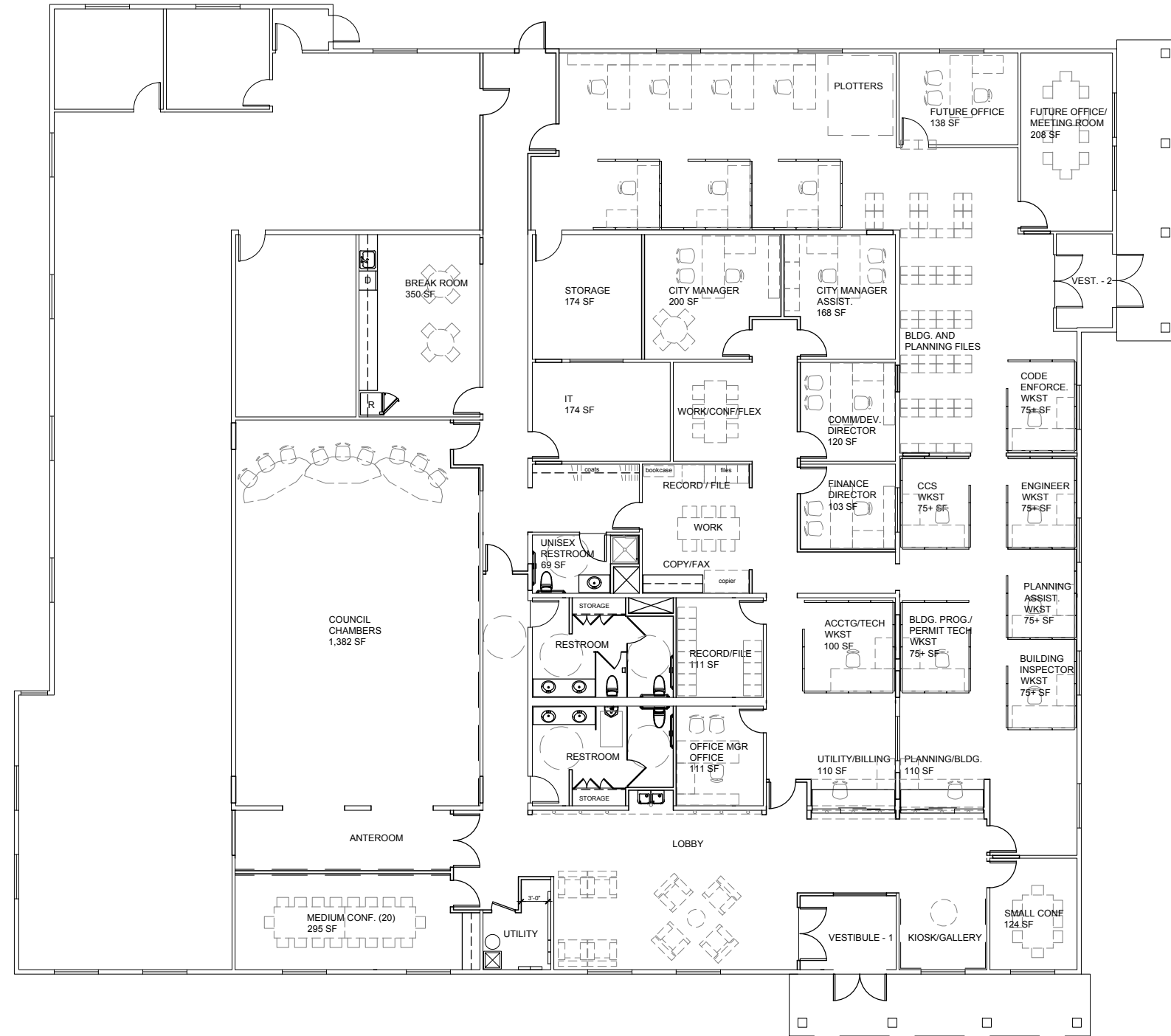
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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder

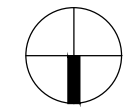


**1**

# SWEET HOME FLOOR PLAN

1/16" = 1'-0"

NORTH





Date: 5/22/18

To: Ray Towry  
City of Sweet Home  
1140 12<sup>th</sup> Avenue  
Sweet Home, OR 97386

RE: Request for Recycling Rate Adjustment

Mr. Towry,

As we have been discussing over the past several months, the China-induced recycling market crisis has become an overwhelming burden for solid waste companies across Linn County and the West Coast. Sweet Home Sanitation is certainly no exception and has felt the full weight of this burden. To recap, roughly 12 months ago (June 2017) Pioneer Recycling paid us approximately \$30 per ton for mixed recycling. Starting last September, exporters began to increase pricing in the event that China would follow through with their ban. Costs continued to increase as material recovery facilities (MRFs) slowed down their processing lines and added personnel to improve quality. China imposed their effective ban on January 1, and they have not flinched so far. MRF's have cleaned the material up enough to keep it moving to alternative Asian destinations and even some domestic mill applications. The biggest source of contamination has proven to be non-program plastics and, simply put, household garbage that has never been allowed in the program. As of - May 2018, Pioneer charges us \$84 per ton for the same material they paid us \$30 per ton a year ago. When transportation and handling costs are factored in, the cost per ton rose from an average of \$26.04/ton in 2017 to a current cost of \$118.47/ton, an increase of 355%.

To isolate the impact of the recycling issue on our business, we borrowed a single-item rate making tool used by the Washington State Utilities and Transportation Commission most often used to determine the impact of spikes in fuel costs in between general rate filings. Adapting it for recycling, the methodology starts with the baseline recycling expense as a percentage of revenue, which for Sweet Home was 3.3%. That percentage is multiplied by the 355% increase in recycling expense to arrive at the 11.76% change in revenue required to recover the increased cost. Assuming we process the same volume of mixed recycling as we did in 2017, our additional expense per year to provide recycling services is \$257,251.

With the potential of double digit rate increases, we believe it's important to present options. There is an economic component of the State's definition of a recyclable material. If it costs more to recycle the material than to dispose of it in a landfill, the material fails the economic test. In 2017, the economic test clearly defined our commingle mix as recyclable. Commingle now fails the test, and landfilling is an option, subject to the DEQ's concurrence with our conclusion. For comparison purposes using the same model, landfilling the City's mixed



recycling would realize an increased cost of \$114,550 for the year. These costs would require a 5.23% rate increase.

Our Exhibit entitled Pro Forma Rate Adjustments Excluding Other Factors contains examples of the commodity-induced increase for key sample rates under both the recycling and landfilling options.

While the big news is the 355% increase in recycle costs, we continue to experience cost increases in other parts of our business, including labor and truck operating expenses. We are proposing this rate increase be included with our annual price adjustment for the year effective July 1<sup>st</sup>. 2017's Portland-Salem CPI, which our annual adjustment is tied to, was 4.2%. This percentage will be added to our recycling adjustment costs, creating an overall price adjustment of 15.96% to continue recycling, and 9.43% to landfill the recycling.

We understand it is never the intent of the City to landfill recycling, however the extent of this recycling crisis is severe and unprecedented. The City must decide its priorities. Most Oregon communities have elected to retain their recycling programs, and we at Sweet Home Sanitation believe that recycling continues to add long term environmental benefits that aren't currently reflected in its cost. We encourage the City to continue to recycle. Regardless of the City's decision, we believe that a review of recycling prices in 6 months is important to determine if rate or system adjustments are necessary. Accordingly, we recommend that language be incorporated that would allow either party the right to request a sooner rate adjustment to follow any rapid, drastic market fluctuations.

On another note: the Portland-Salem Consumer Price Index has been discontinued by the Bureau of Labor and Statistics (BLS). We are O.K. this year with using it as it wasn't eliminated until January 2018, but we will need to discuss and agree on an alternate index. We believe the most relevant surviving index is the CPI-U West B/C, which samples smaller urban areas in the Western States.

You had mentioned the other day that a work session might prove helpful in reviewing and discussing this proposal with council. I can and will make myself available any time that works for the council. I look forward to hearing back from you very soon.

Best Regards,

Scott Gagner  
Sweet Home Sanitation  
Office: 541-367-2535  
1325 18th Avenue  
Sweet Home, OR 97386

**Sweet Home Sanitation**  
**China-Induced Market Disruption**  
**Pro Forma Rate Adjustments Excluding Other Factors**

Commingle Pricing as of

**May-18**

**Baseline Commodity Revenue (Cost) /Ton:**

\$ (26.04)

\$ (26.04)

**Current Commodity Price/Ton:**

\$ (118.47)

\$ (67.20) (Landfill Rate)

**Per Month Rates Assuming:**

	Current	Continued Recycling*			Landfill Concurrence			Continued Recycle Cost
		Residential & Commercial Rates			Residential & Commercial Rates			
		\$ Change	Jul-18	% Change	\$ Change	Jul-18	% Change	
<b>Sweet Home</b>								
35 Gallon Weekly	\$ 23.40	\$ 2.75	\$ 26.15	11.76%	\$ 1.22	\$ 24.62	5.23%	\$ 1.53
90 Gallon Weekly	\$ 28.85	\$ 3.39	\$ 32.24	11.76%	\$ 1.51	\$ 30.36	5.23%	\$ 1.88
1 Yard Weekly	\$ 114.95	\$ 13.51	\$ 128.46	11.76%	\$ 6.02	\$ 120.97	5.23%	\$ 7.49
2 Yard Weekly	\$ 182.30	\$ 21.43	\$ 203.73	11.76%	\$ 9.54	\$ 191.84	5.23%	\$ 11.89

\* Continued recycling may involve increased residual waste or landfilling out the back side of material recovery facilities

\*\*Catch Up Rate Adjustments are set as of the date shown. Delayed implementation will increase the rate adjustment.

**Sweet Home Sanitation**

**City of Sweet Home - Proposed Rates**

Effective July 1, 2018

With Continued Recycling

Rate adjustment %

4.20%

11.76%

	2018 Current Rates	Annual CPI	Continued Recycling	Total Adjusted With Continued Recycling
<b>Residential Service:</b>				
Cans and Carts				
1-20 gallon weekly	\$11.60	\$0.49	\$1.36	\$13.45
1-35 gallon weekly	\$23.40	\$0.98	\$2.75	\$27.15
1-90 gallon weekly	\$28.85	\$1.21	\$3.39	\$33.45
<b>Other Services</b>				
Yard Debris Only	\$5.25	\$0.22	\$0.62	\$6.10
Recycling Only	\$5.25	\$0.22	\$0.62	\$6.10
Recall Fee	\$9.35	\$0.39	\$1.10	\$10.85
Access Fee	\$6.15	\$0.26	\$0.72	\$7.15
<b>Commercial Service:</b>				
90 gallon cart	\$32.15	\$1.35	\$3.78	\$37.30
35 gallon cart	\$23.45	\$0.98	\$2.76	\$27.20
<b>1 Yard Container</b>				
Rental	\$53.05	\$2.23	\$6.24	\$61.50
Once per Month	\$71.40	\$3.00	\$8.39	\$82.80
Every Other Week	\$89.60	\$3.76	\$10.53	\$103.90
Weekly	\$114.95	\$4.83	\$13.51	\$133.30
2X per Week	\$207.05	\$8.70	\$24.34	\$240.10
Extra Dump	\$31.85	\$1.34	\$3.74	\$36.95
<b>1.5 Yard Container</b>				
Rental	\$53.05	\$2.23	\$6.24	\$61.50
Once per Month	\$76.50	\$3.21	\$8.99	\$88.70
Every Other Week	\$101.85	\$4.28	\$11.97	\$118.10
Weekly	\$147.90	\$6.21	\$17.39	\$171.50
2X per Week	\$254.70	\$10.70	\$29.94	\$295.35
Extra Dump	\$37.75	\$1.59	\$4.44	\$43.75
<b>2 Yard Container</b>				
Rental	\$53.05	\$2.23	\$6.24	\$61.50
Once per Month	\$89.60	\$3.76	\$10.53	\$103.90
Every Other Week	\$115.00	\$4.83	\$13.52	\$133.35
Weekly	\$182.30	\$7.66	\$21.43	\$211.40
2X per Week	\$328.10	\$13.78	\$38.57	\$380.45
Extra Dump	\$42.60	\$1.79	\$5.01	\$49.40
<b>3 Yard Container</b>				
Rental	\$53.05	\$2.23	\$6.24	\$61.50
Once per Month	\$97.85	\$4.11	\$11.50	\$113.45
Every Other Week	\$175.20	\$7.36	\$20.59	\$203.15
Weekly	\$262.70	\$11.03	\$30.88	\$304.60
2X per Week	\$471.65	\$19.81	\$55.44	\$546.90
Extra Dump	\$47.10	\$1.98	\$5.54	\$54.60



**Sweet Home Sanitation**

**City of Sweet Home - Proposed Rates**

Effective July 1, 2018

With Continued Recycling

	Rate adjustment %		4.20%	11.76%	
	2018 Current Rates	Annual CPI	Continued Recycling	Total Adjusted With Continued Recycling	
<b>4 Yard Container</b>					
Rental	\$53.05	\$2.23	\$6.24	\$61.50	
Once per Month	\$115.00	\$4.83	\$13.52	\$133.35	
Every Other Week	\$182.30	\$7.66	\$21.43	\$211.40	
Weekly	\$306.10	\$12.86	\$35.98	\$354.95	
2X per Week	\$550.65	\$23.13	\$64.73	\$638.50	
Extra Dump	\$76.50	\$3.21	\$8.99	\$88.70	
<b>Temporary 4 Yard Container</b>					
3 Days	\$96.65	\$4.06	\$11.36	\$112.05	
Extra Dump	\$76.50	\$3.21	\$8.99	\$88.70	
Demurrage per Day After 3 Days	\$3.40	\$0.14	\$0.40	\$3.95	
3 Tab Roofing (3 days)	\$143.70	\$6.04	\$16.89	\$166.65	
Extra Dump	\$113.35	\$4.76	\$13.32	\$131.45	
<b>Roll-Off Services:</b>					
20 Yard Box/per Haul	\$158.05	\$6.64	\$0.00	\$164.70	
30 Yard Box/per Haul	\$180.60	\$7.59	\$0.00	\$188.20	
48 Yard Box/per Haul	\$203.15	\$8.53	\$0.00	\$211.70	
Tonnage	\$67.20	\$2.82	\$0.00	\$70.00	
Delivery	\$11.70	\$0.49	\$0.00	\$12.20	
Demurrage – after 3 days	\$11.70	\$0.49	\$0.00	\$12.20	
Monthly Rental	\$116.85	\$4.91	\$0.00	\$121.75	
<b>Sweet Home Transfer Station</b>					
Solid Waste 0-500 lbs Minimum Charge	\$20.40	\$0.86	\$0.00	\$21.25	
Solid Waste 500 lbs or Greater	\$67.20/ton	\$2.82	\$0.00	\$70.00/ton	
32 Gallon Can	\$5.75/can	\$0.24	\$0.00	\$6.00/can	
Yard Waste Clean	\$39.45/ton	\$1.66	\$0.00	\$41.10/ton	
Wood Waste Clean	\$34.00/ton	\$1.43	\$0.00	\$35.45/ton	
Refrigerators	\$24.75	\$1.04	\$0.00	\$25.80	
Scrap Metal Clean	No Charge	\$0.00	\$0.00	No Charge	
E-Waste TV's, Computers, Monitors, Etc	No Charge (7 Item Max) \$5.20 each additional item	\$0.22 (For Additional Items)	\$0.00	No Charge (7 Item Max) \$5.40 each additional item	
Recycling for the following products: Glass, Tin, Waste Paper, Cardboard, Plastic Bottles and Tubs, Automotive Batteries and Propane	No Charge	\$0.00	\$0.00	No Charge	
Used Motor Oil - 5 Gallon bucket or smaller	No Charge	\$0.00	\$0.00	No Charge	
Car Tires - Off Rim	\$5.75	\$0.24	\$0.00	\$6.00	
Car Tires - On Rim	\$6.80	\$0.29	\$0.00	\$7.10	
Commercial Equipment Tires	\$0.20/lb	\$0.01	\$0.00	\$0.20/lb	
Commingle Recycle (Not to Exceed 100lbs/load)	\$0.00	\$0.00	\$5.00	\$5.00/load	

# Sweet Home Sanitation

## City of Sweet Home - Proposed Rates

Effective July 1, 2018  
With Landfill Concurrence

	Rate adjustment %	4.20%	5.23%	
	2018 Current Rates	Annual CPI	Landfill Concurrence	Total Adjusted With Landfill Concurrence
<b>Residential Service:</b>				
Cans and Carts				
1-20 gallon weekly	\$11.60	\$0.49	\$0.61	\$12.70
1-35 gallon weekly	\$23.40	\$0.98	\$1.22	\$25.60
1-90 gallon weekly	\$28.85	\$1.21	\$1.51	\$31.55
<b>Other Services</b>				
Yard Debris Only	\$5.25	\$0.22	\$0.27	\$5.75
Recycling Only	\$5.25	\$0.22	\$0.27	\$5.75
Recall Fee	\$9.35	\$0.39	\$0.49	\$10.25
Access Fee	\$6.15	\$0.26	\$0.32	\$6.75
<b>Commercial Service:</b>				
90 gallon cart	\$32.15	\$1.35	\$1.68	\$35.20
35 gallon cart	\$23.45	\$0.98	\$1.23	\$25.65
<b>1 Yard Container</b>				
Rental	\$53.05	\$2.23	\$2.78	\$58.05
Once per Month	\$71.40	\$3.00	\$3.74	\$78.15
Every Other Week	\$89.60	\$3.76	\$4.69	\$98.05
Weekly	\$114.95	\$4.83	\$6.02	\$125.80
2X per Week	\$207.05	\$8.70	\$10.84	\$226.60
Extra Dump	\$31.85	\$1.34	\$1.67	\$34.85
<b>1.5 Yard Container</b>				
Rental	\$53.05	\$2.23	\$2.78	\$58.05
Once per Month	\$76.50	\$3.21	\$4.00	\$83.70
Every Other Week	\$101.85	\$4.28	\$5.33	\$111.45
Weekly	\$147.90	\$6.21	\$7.74	\$161.85
2X per Week	\$254.70	\$10.70	\$13.33	\$278.75
Extra Dump	\$37.75	\$1.59	\$1.98	\$41.30
<b>2 Yard Container</b>				
Rental	\$53.05	\$2.23	\$2.78	\$58.05
Once per Month	\$89.60	\$3.76	\$4.69	\$98.05
Every Other Week	\$115.00	\$4.83	\$6.02	\$125.85
Weekly	\$182.30	\$7.66	\$9.54	\$199.50
2X per Week	\$328.10	\$13.78	\$17.17	\$359.05
Extra Dump	\$42.60	\$1.79	\$2.23	\$46.60
<b>3 Yard Container</b>				
Rental	\$53.05	\$2.23	\$2.78	\$58.05
Once per Month	\$97.85	\$4.11	\$5.12	\$107.10
Every Other Week	\$175.20	\$7.36	\$9.17	\$191.75
Weekly	\$262.70	\$11.03	\$13.75	\$287.50
2X per Week	\$471.65	\$19.81	\$24.69	\$516.15
Extra Dump	\$47.10	\$1.98	\$2.47	\$51.55

## Sweet Home Sanitation

### City of Sweet Home - Proposed Rates

Effective July 1, 2018

With Landfill Concurrence

	Rate adjustment %			
	2018 Current Rates	4.20% Annual CPI	5.23% Landfill Concurrence	Total Adjusted With Landfill Concurrence
<b>4 Yard Container</b>				
Rental	\$53.05	\$2.23	\$2.78	\$58.05
Once per Month	\$115.00	\$4.83	\$6.02	\$125.85
Every Other Week	\$182.30	\$7.66	\$9.54	\$199.50
Weekly	\$306.10	\$12.86	\$16.02	\$335.00
2X per Week	\$550.65	\$23.13	\$28.82	\$602.60
Extra Dump	\$76.50	\$3.21	\$4.00	\$83.70
<b>Temporary 4 Yard Container</b>				
3 Days	\$96.65	\$4.06	\$5.06	\$105.75
Extra Dump	\$76.50	\$3.21	\$4.00	\$83.70
Demurrage per Day After 3 Days	\$3.40	\$0.14	\$0.18	\$3.70
3 Tab Roofing (3 days)	\$143.70	\$6.04	\$7.52	\$157.25
Extra Dump	\$113.35	\$4.76	\$5.93	\$124.05
<b>Roll-Off Services:</b>				
20 Yard Box/per Haul	\$158.05	\$6.64	\$0.00	\$164.70
30 Yard Box/per Haul	\$180.60	\$7.59	\$0.00	\$188.20
48 Yard Box/per Haul	\$203.15	\$8.53	\$0.00	\$211.70
Tonnage	\$67.20	\$2.82	\$0.00	\$70.00
Delivery	\$11.70	\$0.49	\$0.00	\$12.20
Demurrage – after 3 days	\$11.70	\$0.49	\$0.00	\$12.20
Monthly Rental	\$116.85	\$4.91	\$0.00	\$121.75
<b>Sweet Home Transfer Station</b>				
Solid Waste 0-500 lbs Minimum Charge	\$20.40	\$0.86	\$0.00	\$21.25
Solid Waste 500 lbs or Greater	\$67.20/ton	\$2.82	\$0.00	\$70.00/ton
32 Gallon Can	\$5.75/can	\$0.24	\$0.00	\$6.00/can
Yard Waste Clean	\$39.45/ton	\$1.66	\$0.00	\$41.10/ton
Wood Waste Clean	\$34.00/ton	\$1.43	\$0.00	\$35.45/ton
Refrigerators	\$24.75	\$1.04	\$0.00	\$25.80
Scrap Metal Clean	No Charge	\$0.00	\$0.00	No Charge
E-Waste TV's, Computers, Monitors, Etc	No Charge (7 Item Max) \$5.20 each additional item	\$0.22 (For Additional Items)	\$0.00	No Charge (7 Item Max) \$5.40 each additional item
Recycling for the following products: Glass, Tin, Waste Paper, Cardboard, Plastic Bottles and Tubs, Automotive Batteries and Propane	No Charge	\$0.00	\$0.00	No Charge
Used Motor Oil - 5 Gallon bucket or smaller	No Charge	\$0.00	\$0.00	No Charge
Car Tires - Off Rim	\$5.75	\$0.24	\$0.00	\$6.00
Car Tires - On Rim	\$6.80	\$0.29	\$0.00	\$7.10
Commercial Equipment Tires	\$0.20/lb	\$0.01	\$0.00	\$0.20/lb
Commingle Recycle (Not to Exceed 100lbs/load)	\$0.00	\$0.00	\$5.00	\$5.00/load

**Commodity Surcharge Worksheet (Solid Waste)**

<b>INPUTS</b>	a) Company Name	ALL AREAS	
	b) Proposed Effective Date	July 1, 2018	July 1, 2018
	c) Last Completed Rate Filing with the City or County	\$2,188,418	
<b>OUTPUTS</b>	1) Allowable Commodity Surcharge	11.76%	

Line No.		Continued Recycling	Landfill Concurrence
1	<b>1. Base period information from last General Rate Review.</b>		
2	Base Revenue	\$ 2,188,418	\$ 2,188,418
3	Base Commodity Revenue (Expense)	\$ (72,478)	\$ (72,478)
4	Base Year	December 31, 2017	December 31, 2017
6	<b>2. Calculate the Percentage of total net revenue made up by commodity values (The Base Commodity Ratio)</b>		
7	Base Commodity Revenue (Expense)	\$ (72,478)	\$ (72,478)
8	Divided by Base Revenue	÷ \$ 2,188,418	\$ 2,188,418
9	Equals Base Commodity Ratio	= -3.31%	-3.31%
11	<b>3. Calculate the Percentage Change in the Base Commodity Ratio</b>		
12	Current Weighted Average Commodity Price	\$ (118.47)	\$ (67.20)
13	Minus Base Period Average Commodity Price	- \$ (26.04)	\$ (26.04)
14	Equals Difference in Commodity Price	= \$ (92.43)	\$ (41.16)
15	Percentage Increase (Decrease) in the Commodity Ratio	= 354.94%	158.05%
17	<b>4. Calculate percentage revenue increase needed to return to base profitability (recycling commodity value effect only).</b>		
18	Base Commodity Revenue (Expense) as % of Base Revenue (Line 9)	-3.31%	-3.31%
19	Multiplied By the Percentage Increase (Decrease) in the Commodity Ratio (Line 15)	x -354.94%	-158.05%
20	Equals Percentage Change in Revenue Required to Return to Base Conditions	= 11.76%	5.23%
21	Minus Activation Threshold (minimum change required to trigger a rate adjustment)	- 0.00%	0.00%
22	Equals Allowable Commodity Increase as a % of Base Revenue	= <b>11.76%</b>	<b>5.23%</b>
24	<b>5. Calculate Gross Dollar Change in Revenue Required to return to base profitability (recycling commodity value effect only) ...</b>		
25	Allowable Commodity Increase as a % of Base Revenue (Line 22)	11.76%	5.23%
26	Multiplied by Base Revenue (Line 2)	x \$ 2,188,418	\$ 2,188,418
27	Equals Allowable Commodity Increase (Decrease) to Restore Base Net Revenue Conditions	= \$ 257,251	\$ 114,550
28	<b>6. Commodity Surcharge Revenue Test. Verify that the commodity change in revenue is replaced by a combination of changed collection rates and revenues reserved by the activation threshold.</b>		
29	Annual Tons from Base Year:	\$ 2,783	\$ 2,783
30	Average Price from Base Year (Line 13)	x \$ (26.04)	\$ (26.04)
31	Base Year Material Sales Revenue (Expense) (Calculated, and Line 3)	= \$ (72,478)	\$ (72,478)
32	Current materials price (Line 12)	\$ (118.47)	\$ (67.20)
33	Current Year Materials Sales Revenue (Expense) (Line 29 x Line 32)	\$ (329,728)	\$ (187,028)
34			
35	Change in Material Sales Revenue (Line 33-Line 31)	\$ (257,251)	\$ (114,550)
36	Less Change in Material Sales if less than Threshold Percentage of Revenue (Negative Line 35 if Line 22 is 0)	\$ -	\$ -
37	Plus Allowable Commodity Increase (Decrease) in Collection Revenues (Line 27)	+ \$ 257,251	\$ 114,550
38	Plus Activation Threshold (minimum to trigger a rate adjustment) (Negative Line 21 x Line 2)	+ \$ -	\$ -
39	Sum Should Equal Zero	\$ (0)	\$ (0)

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Commodity Surcharge Worksheet

Reduction In Revenue	\$ (257,251)	\$ (114,550)
Check	\$ 257,251	\$ 114,550
	\$ -	\$ -
Monthly Revenue Loss	\$ 21,437.55	\$ 9,545.84
Catch Up Months:	0	0
Revenue subject to Recapture:	\$ -	\$ -
% Increase to Recapture Revenue:	0.00%	0.00%
Combined Go Forward and Recapture Rate Adjustment:	11.76%	5.23%

## REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> June 12, 2018	<b>TITLE:</b> ch2m-OMI, Inc. (Jacobs)	<b>TYPE OF ACTION:</b> <input type="checkbox"/> RESOLUTION
<b>SUBMITTED BY:</b> Greg Springman, Public Works Director	Operations, Maintenance, and Management Service, Amendment No. 3	<input checked="" type="checkbox"/> MOTION
<b>REVIEWED:</b> Ray Towry, City Manager	<b>ATTACHMENTS:</b> Restated Agreement for Operations, Maintenance, and Management Services for City of Sweet Home, Oregon, Amendment No. 3 to the Operations, Maintenance, and Management Services	<input type="checkbox"/> OTHER

### **PURPOSE OF THIS MEMO:**

Authorization from City Council to approve and execute contract Amendment No. 3 with Operations Management International, Inc. (ch2m-OMI, Inc.) for the City of Sweet Home, Oregon for the operation, maintenance and management services of the City's municipal water and municipal wastewater treatment facilities as represented in the attached document.

### **BACKGROUND/CONTEXT:**

In October 2006, the City of Sweet Home (City) and Jacobs (ch2m-OMI, Inc.) entered into a public-private partnership agreement to provide complete operation, maintenance and management services of the City's municipal water and municipal wastewater treatment facilities. This initial agreement was for a period of ten years with automatic five-year extension.

During a work session on August 11, 2015, City Council considered early renewal options and upon discussion with staff and representatives of Jacobs (ch2m-OMI, Inc.), Council indicated a desire to consider moving forward with a fifteen-year extension.

In September, 2015, the City and Jacobs (ch2m-OMI, Inc.) entered into a new public-private partnership agreement to provide complete operation, maintenance and management services of the City's municipal water and municipal wastewater treatment facilities. This agreement was agreed upon for sixteen (16) years, commencing on July 1, 2015, and ending July 30, 2031, with an option to automatically renew for an additional term of five (5) years.

In July, 2017, the City Council approved and signed Amendment No. 2 continuing the contract with Jacobs (ch2m-OMI, Inc.) to provide complete operation, maintenance and management services of the City's municipal water and municipal wastewater treatment facilities.

### **THE CHALLENGE/PROBLEM:**

In October 2006, the City and Jacobs (ch2m-OMI, Inc.) entered into a public-private partnership agreement to provide complete operation, maintenance and management services of the City's municipal water and municipal wastewater treatment facilities. In September, 2015, the City and Jacobs (ch2m-OMI, Inc.) entered into a new public-private partnership agreement to provide complete operation, maintenance and management services of the City's municipal water and municipal wastewater treatment facilities. This agreement was agreed upon for sixteen (16) years, commencing

on July 1, 2015, and ending July 30, 2031, with an option to automatically renew for an additional term of five (5) years. The City currently does not have qualified staff with authorized certifications through the State of Oregon to operate the water and wastewater treatment facilities. The Operations, Maintenance, and Management agreement between the City and Jacobs (ch2m-OMI, Inc.) provides staffing with professional water/wastewater certifications to operate the facilities as defined by the State of Oregon.

**STAKEHOLDERS:**

1. City of Sweet Home. The City of Sweet Home has the legal obligation to operate and maintain the water and wastewater treatment facilities in a responsible, reliable, and cost effective manner.
2. City of Sweet Home Public Works Department. The Public Works Department currently does not have qualified staff with authorized certifications through the State of Oregon to operate the water and wastewater treatment facilities. The Operations, Maintenance, and Management agreement between the City and Jacobs (ch2m-OMI, Inc.) provides staffing with professional water/wastewater certifications to operate the facilities as defined by the State of Oregon.
3. City of Sweet Home Residents. Residents are the owners/customers of the water and wastewater municipal treatment facilities, with the expectation they are to be operated in compliance and efficiently.
4. Jacobs (ch2m-OMI, Inc.). Jacobs (ch2m-OMI, Inc.) is contracted by the City to operate and maintain all administrative and operational functions for the water and wastewater treatment plants.
5. Oregon Department of Environmental Quality (DEQ). The Oregon Department of Environmental Quality is the regulatory agency ensuring compliance with the City's Wastewater Treatment Plant.
6. Oregon Health Authority. The Oregon Health Authority is the regulatory agency ensuring compliance with the City's Water Treatment Plant.

**ISSUES & FINANCIAL IMPACTS:**

Public Works Department. The Public Works Department is responsible to oversee all budgetary costs and operational coordination between the City and Jacobs (ch2m-OMI, Inc.) to ensure the water/wastewater municipal treatment facilities are operated in compliance and efficiently. The proposed 18/19 FY Budget has earmarked the necessary funds (\$1,061,270) to support the annual contract amendment to Jacobs (ch2m-OMI, Inc.) for operation, maintenance, and management services for the water and wastewater treatment facilities.

**ELEMENTS OF A STABLE SOLUTION:**

The ability to continue providing administration and operational oversight of the City's water and wastewater treatment facilities through a contracted service to maintain compliance with state requirements. The City currently does not have qualified staff with authorized certifications through the State of Oregon to operate the water and wastewater treatment facilities. The Operations, Maintenance, and Management agreement between the City and Jacobs (ch2m-OMI, Inc.) provides staffing with professional water/wastewater certifications to continue to operate the facilities as defined by the State of Oregon.

**OPTIONS:**

1. Do Nothing. Not recommended. The City currently does not have qualified staff with authorized certifications through the State of Oregon to operate the water and wastewater treatment facilities. The Operations, Maintenance, and Management agreement between the City and Jacobs (ch2m-OMI, Inc.) provides staffing with professional water/wastewater certifications to operate the facilities as defined by the State of Oregon.
2. Make a Motion. To authorize City Council to approve and execute contract Amendment No. 3 with Jacobs - Operations Management International, Inc. (ch2m OMI, Inc.) for the City of Sweet Home,

Oregon, for the operation, maintenance and management services for the City's municipal water and municipal wastewater treatment facilities.

3. Direct Staff to Gather Additional Information. The City Council can direct staff to conduct a feasibility study to identify potential costs for all administration and operations of the water and wastewater treatment facilities.

**RECOMMENDATION:**

Approve Option #2. It is recommended that City Council make a motion to approve and execute Amendment No. 3 to Jacobs (ch2m-OMI, Inc.) for the operations, maintenance, and management services for the City of Sweet Home, Oregon, to perform all administration and operations functions of the City's water and wastewater treatment facilities.



RESTATED AGREEMENT  
for  
OPERATIONS, MAINTENANCE AND  
MANAGEMENT SERVICES  
for the  
CITY OF SWEET HOME, OREGON  
WATER and WASTEWATER FACILITIES



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**RESTATED AGREEMENT FOR  
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES**

**THIS RESTATED AGREEMENT** (the "Agreement") is made effective this 8<sup>th</sup> day of Sept. 2015, by and between the City of Sweet Home, Oregon, (an Oregon Municipal Corporation) whose address for any formal notice is 1140 12<sup>th</sup> Avenue, Sweet Home, Oregon 97386 (hereinafter "Owner") and Operations Management International, Inc., whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112 (hereinafter "OMI"), who collectively shall be referred to as the "Parties."

**WHEREAS**, the Parties entered into an Agreement for Operations, Management and Maintenance services on December 2006 which has subsequently been amended between the commencement date of such agreement and June, 2015 by Amendments 1 through 9A;

**WHEREAS**, the Parties now wish to consolidate the terms of the agreement as it has been amended into this Restated Agreement; and

**WHEREAS**, the Parties wish to renew the prior agreement for an additional fifteen year term.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained and subject to the terms and conditions herein stated, Owner and OMI hereto agree as follows:

**1. SERVICES**

- 1.1. OMI shall, within the design capacity and capability of the Owner's facilities, manage, operate and maintain the facilities so that the effluent discharged from the Project meets the requirements specified in Appendix C. The scope of services is defined in detail in Appendix B.
- 1.2. OMI shall, within the design capacity and capability of the Owner's facilities, manage, operate, and maintain the facilities so that finished water discharged from the Project meets the requirements specified in Appendix C. The scope of services is defined in detail in Appendix B.

**2. STANDARD OF PERFORMANCE**

OMI shall perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services in a cost-effective and professional manner and in accordance with generally accepted practices.

**3. OWNER'S RESPONSIBILITIES**

- 3.1. All grounds, facilities, equipment, and vehicles now owned by Owner or acquired by Owner shall remain the property of Owner.
- 3.2. The Owner shall pay for all Capital Expenditures.
- 3.3. The Owner shall maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the Owner, to the extent the maintenance thereof is not a responsibility of OMI hereunder.
- 3.4. The Owner shall pay all amounts associated with the occupancy or operation of the System and the performance of the Services including but not limited to all property, franchise, or other taxes associated with the project, except to the extent OMI shall be obligated to pay such amounts in accordance with the express terms of this Agreement.

- 3.5. The Owner shall provide OMI within a reasonable time after request any piece of Owner's heavy equipment that is available so that OMI may discharge its obligations under this Agreement in the most cost-effective manner. If such equipment is not available, then OMI is authorized to rent such equipment or retain the services of a qualified subcontractor to perform such obligations, and charge those expenses to the Repairs budget.
- 3.6. The Owner shall provide all licenses and insurance for Owner supplied vehicles used in connection with the project.
- 3.7. The Owner shall provide for OMI's use of all vehicles and equipment currently in use at the project, including the vehicles described in Appendix F.
- 3.8. The Owner agrees to not initiate offer(s) of employment or other compensation to Project Management and Supervisory personnel of OMI directly working on the Project for a period of two years (2) after the end date of this Agreement or said employee's re-assignment from the Project so long as they are gainfully employed by OMI. Owner reserves the right to respond to anyone seeking employment with the Owner.
- 3.9. Owner will provide to OMI all data in Owner's possession relating to the project. OMI will reasonably rely upon the accuracy and completeness of the information provided by the Owner.
- 3.10. The Owner shall designate an Owner's Representative who shall be empowered to act for Owner in accordance with the provisions of this Agreement, where such acts are not contrary to laws or ordinances.
- 3.11. The Owner shall maintain responsibility for operation and maintenance of the water distribution system and its water quality beginning at the discharge side of the finished water meters located at the water treatment plant, the wastewater treatment plant outfall line, and the entire sanitary and storm water collection systems.
- 3.12. The Owner shall provide for OMI's use all vehicles and equipment assigned to the Project. With prior approval of Owner, such vehicles and equipment may be used by OMI at other OMI projects within a 50-mile radius of the Project.

#### **4. COMPENSATION AND PAYMENT**

Compensation for the services is described in Appendix E.

#### **5. TERM**

- 5.1. The initial term of this Agreement shall be for sixteen years (16) years commencing on July 1, 2015 and ending June 30, 2031. Thereafter, this Agreement shall be automatically renewed for an additional term of five (5) years, or more, unless cancelled by either party not less than 120 days prior to expiration. Thereafter, this Agreement may be extended upon the mutual written agreement of the parties.
- 5.2. Either party may terminate this Agreement for a material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Excepting breaches by Owner for non-payment of OMI's invoices, neither party shall terminate this agreement without giving the other party thirty (30) days' written notice of intent to terminate for failure of the other party to correct the breach within a reasonable time.

- 5.3. Owner may terminate this Agreement for convenience with at least six (6) months prior written notice of termination. In the event that Owner terminates the Agreement in accordance with the terms of this Section 5.3 PRIOR to June 30, 2021, Owner shall pay OMI a demobilization fee equal to five percent (5%) of the current Base Fee. Should termination occur AFTER June 30, 2021 but BEFORE June 30, 2026, Owner shall pay OMI a demobilization fee equal to three percent (3%) of the current Base Fee. Should termination occur AFTER June 30, 2026, Owner shall pay OMI a demobilization fee equal to two percent (2%) of the current Base Fee.
- 5.4. Upon notice of termination by Owner, OMI shall assist Owner in resuming operation of the Project. OMI will provide Owner at the date of termination, all Project records, logs, charts, graphs, and other documents maintained by OMI; however, OMI shall not transfer to Owner equipment, computer hardware and software that is owned, leased, or licensed to OMI, nor any of OMI's internal correspondence, personnel records, confidential financial reports and other proprietary documents. Furthermore, OMI shall provide Owner the quantities of chemicals listed herein. Owner shall pay OMI for the Cost of quantities in excess of the quantities listed. If additional Cost is incurred by OMI at the request of Owner, Owner shall pay OMI such Cost.

## **6. INDEMNITY AND LIABILITY**

- 6.1. OMI hereby agrees to indemnify and hold Owner harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from OMI's negligent operations under this Agreement, to the proportion such negligence contributed to the damages, injury, or loss, whether such negligent operation be by OMI or its employees or by subcontractor of OMI.
- 6.2. Owner agrees to indemnify and hold OMI harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise, except to the proportionate extent caused by the negligence or willful misconduct of OMI, its employees or its subcontractors.
- 6.3. It is understood and agreed that, in seeking the services of OMI under this Agreement, Owner is requesting OMI to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend OMI from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the negligence or willful misconduct of OMI, its employees or its subcontractors in the performance of services under this Agreement.
- 6.4. In no event shall OMI, its subcontractors or their officers or employees be liable for Owner's special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.
- 6.5. OMI's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of OMI's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations.

## **7. INSURANCE AND BONDING**

- 7.1. OMI shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:
  - 7.1.1. Statutory Worker's Compensation and Employers Liability Insurance as required by the State in which the project is performed.



- 7.1.2. Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000) combined single limits covering claims for injuries to members of the public and/or damages to property of others arising from the use of OMI owned or leased motor vehicles, including onsite and offsite operations.
  - 7.1.3. Commercial General Liability Insurance with limits of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of OMI or any of its employees, or subcontractors.
  - 7.1.4. Upon request by Owner, OMI shall provide a Performance Bond in an amount equal to the annual Base Fee. Costs associated with the Performance Bond, if required, will be added to the annual Base Fee.
- 7.2. Owner will maintain the following insurances throughout the term of the Agreement, and shall provide OMI with Certificates of Insurance to demonstrate compliance with this provision:
- 7.2.1. Property Damage Insurance for all property including Owner supplied vehicles and equipment for the full fair market value of such property.
  - 7.2.2. Liability Insurance for all motor vehicles and equipment provided by Owner and operated by OMI under this Agreement.
- 7.3. Owner and OMI will provide for a waiver of subrogation against the other as to all insurances required to be carried hereunder, and each party waives any claim against the other arising in contract or in tort which are covered by their respective insurance hereunder.

**8. LABOR DISPUTES**

In the event activities by Owner's employee groups or unions causes disruption in OMI's ability to perform the project, Owner, with OMI's assistance, or OMI at its own option, may seek appropriate injunctive court orders during any such disruption, OMI shall operate the facilities on a best efforts basis until any such disruptions cease, but OMI cannot assure compliance with all contract conditions.

**9. FORCE MAJEURE**

- 9.1. Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, or other occurrences, beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of Force Majeure.
- 9.2. In the case of Force Majeure events (including Acts of God), Owners agrees to pay any costs and expenses (including all overtime charges and additional equipment charges) in order to maintain the Water Treatment Plant so that the finished water discharged from the facilities meets current permit specifications and the Wastewater Treatment Plant so that the effluent discharged from the facilities meets current permit specifications.

**10. ACCESS TO FACILITIES AND PROPERTY**

- 10.1. Owner will make its facilities accessible to OMI as required for OMI's performance of its services, and will secure access to any other Owner property necessary for performance of OMI's services.
- 10.2. OMI shall provide 24-hour per day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's employees so designated by Owner's Representative. Keys for the Project shall be assigned to Owner by OMI. All visitors to the Project shall comply with OMI's operating and safety procedures.

**11. CHANGES**

Owner and OMI may mutually make changes within the general scope of services of this Agreement. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to the Agreement executed by both parties.

**12. NO THIRD PARTY BENEFICIARIES**

This Agreement gives no rights or benefits to anyone other than Owner and OMI and has no third party beneficiaries.

**13. JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

**14. SEVERABILITY AND SURVIVAL**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

**15. FINES AND CIVIL PENALTIES**

OMI's responsibility for operations penalties for violation of the Mutual Agreement and Order #WQ/M-WR-98-221 and its Addenda (collectively, the "MAO"), a copy of which is attached hereto as Appendix H, shall be limited to those penalties outlined in paragraph 10.C of the MAO. OMI shall be liable for those fines or civil penalties which may be imposed by a regulatory agency for violations of the effluent quality requirements specified in Appendix B.1, that are a result of OMI's negligent operation. Owner will assist OMI to contest any such fines in administrative proceedings and/or in court prior to any payment by OMI. OMI shall pay the costs of contesting any such fines. Notwithstanding the foregoing, OMI shall not be liable for fines or civil penalties that result from violations that occurred prior to the Effective Date of this Agreement or for the effects of prior violations that have contributed to the assessment of any fine or civil penalty caused by OMI's negligent operations.

**16. AUTHORITY**

Both parties represent and warrant to the other party that the execution delivery and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

**17. RELATIONSHIP OF THE PARTIES**

The relationship of OMI to Owner is that of independent contractor as provided in ORS 670.600 and OMI warrants that it meets the requirements of such subsection.

**18. ASSIGNMENT**

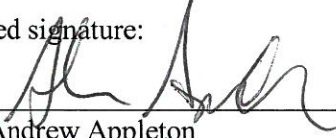
This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.

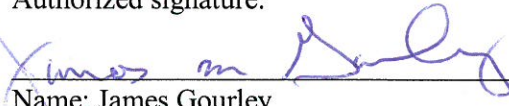
**19. ENTIRE AGREEMENT**

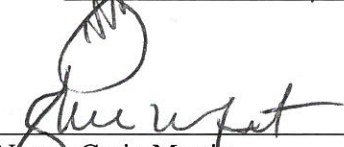
This Agreement, together with all Appendices attached to this Agreement, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its exhibits. The parties mutually declare there are no oral understandings or promises not contained in the Agreement which contains the complete, integrated, and final agreement between the parties.

**OPERATIONS MANAGEMENT  
INTERNATIONAL, INC.**

**CITY OF SWEET HOME, OREGON**

Authorized signature:  
  
\_\_\_\_\_  
Name: Andrew Appleton  
Title: Vice President  
Date: 9/4/2015

Authorized signature:  
  
\_\_\_\_\_  
Name: James Gourley  
Title: Mayor  
Date: 9-8-15

  
\_\_\_\_\_  
Name: Craig Martin  
Title: City Manager  
Date: 9-8-15

## APPENDIX A - DEFINITIONS

- A.1. “Adequate Nutrients” means plant influent nitrogen, phosphorous, and iron contents proportional to BOD<sub>5</sub> in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD<sub>5</sub>.
- A.2. “Base Fee” means the compensation paid by Owner to OMI for the base services defined in Appendix B of this Agreement for any year of the Agreement. The Base Fee is specified in Appendix E.1 and will be renegotiated annually. This compensation does not include payments for Requests by Owner that are incidental to or outside the Scope of Services.
- A.3. “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Owner’s NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.4. “BOD” means Biochemical oxygen demand.
- A.5. “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than Three Thousand Dollars (\$3,000.00); or (2) Major Repairs that significantly extend equipment or facility service life and cost more than Three Thousand Dollars (\$3,000.00); or (3) expenditures that are planned, non-routine, and budgeted by Owner.
- A.6. “Change in the Scope of Services” means those events or services which either change the basis of cost or add additional scope to the services provided in this Agreement which are anticipated as long term events (greater than one year). Such events or services include but are not limited to, services and/or cost presently the responsibility of Owner, newly mandated regulatory requirements, construction and the impacts thereof, and changes in the Project(s) characteristics.
- A.7. “Cost” means the total of all costs determined on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP), including but not limited to direct labor, labor overhead, chemicals, materials, supplies, utilities, equipment, maintenance, repair, and outside services.
- A.8. Electrical Costs means the monthly cost of 119,718 kWh of energy and 225 kW of demand calculated utilizing the Pacific Power Company’s Schedule 28 Rate Schedule, as amended from time to time, for the Water and Wastewater Plants plus Pacific Power Company’s Schedule 23, as amended from time to time, for the extra meter at Water Plant in effect on the last day of the month.
- A.9. “Incidental Services” means those services requested by Owner incidental to/or not specifically identified or included in OMI’s Costs, but are related or similar in nature to the services contemplated under this Agreement, including but not limited to, services and/or cost for plant or facility upgrades, rate studies, short term construction and the impacts thereof, engineering studies, and other short term incidental projects.
- A.10. “Major Repairs” means those repairs that significantly extend equipment or facility service life and cost more than Three Thousand Dollars (\$3,000.00).
- A.11. “Preventive Maintenance” means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or OMI to maximize the service life of the equipment, sewer, vehicles, and facility.



- A.12. "Project" means all equipment, vehicles, grounds, and facilities described herein and where appropriate, the operations, maintenance, and management of such.
- A.13. "Repairs Cost" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
- A.14. "TSS" means total suspended solids.
- A.15. "Repair Limit" means the total repair expenditures that OMI has included as part of its annual fee. Such expenditures exclude any labor costs for OMI staff assigned to the project. However, OMI's specialized maintenance personnel not assigned to the project, who provide such specialized services, such as, but not limited to, vibration, thermographic, and electrical analysis, instrumentation repairs will be charged to the Repair Limit. The repair limit is subject to annual adjustment as agreed upon by Owner and OMI.

## APPENDIX B - SCOPE OF SERVICES

OMI SHALL:

### B.1. GENERAL

- B.1.1. Alter as needed, the process and/or facilities to achieve the objectives of this Agreement; provided, however, that no alteration shall be without Owner's written approval if alteration shall cost in excess of Three Thousand Dollars (\$3,000.00).
- B.1.2. Provide a Project Manager who shall be empowered to act for OMI in accordance with the provisions of this Agreement, and who shall attend Owner's staff and council meetings when requested. OMI shall permit Owner the right to review and approve the Project Manager whenever a change of persons in this position takes place.
- B.1.3. Provide staff for operation of the facilities, as required by permit(s), seven (7) days per week, including response to emergency calls 24 hours per day, 7 days per week, within one (1) hour of its occurrence. OMI shall designate, as a minimum, one staff member as standby to respond to such calls.
- B.1.4. Staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement, and where appropriate, the certification requirements mandated by the State of Oregon. OMI will strive to cross-train and certify Project operators in both water and wastewater treatment.
- B.1.5. Pay all Cost incurred in normal Project operations.
- B.1.6. Maintain aesthetics of the facilities:
  - B.1.6.1. In general, maintain all facilities in a clean, neat, and orderly fashion
  - B.1.6.2. Administrative and other occupied spaces shall be kept clean, dry, and habitable
  - B.1.6.3. Other spaces and floors shall be free of sewage, screenings, sludge, debris, etc.
  - B.1.6.4. Equipment, tools, and material will be properly stored
  - B.1.6.5. Trees and shrubs shall be kept trimmed, grass shall be maintained, and other grounds shall be free of noxious weeds
- B.1.7. Place, at each permanently staffed project facility, a copy of OMI's Corporate Safety Program and provide all employees training specific to this Program, within forty-five (45) days from the effective date of this Agreement. The cost of any Capital Improvement required at the Project to bring the facilities within OSHA compliance at commencement of services will be paid by the Owner. Any changes in OSHA regulations requiring subsequent improvements to the facilities will be an out-of-scope event subject to compensation changes.
- B.1.8. OMI agrees to provide job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, laboratory, and energy management. All such training shall be fully documented. Where employees are required

by law or regulation to hold current licenses, certificates or authority to perform the work required of their respective positions, OMI shall provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license or authority.

- B.1.9. OMI shall comply with all State and Federal Laws with regards to affirmative action provisions for minority hiring.
- B.1.10. Review the existing plant emergency action plan and provide an updated plan (if needed) not later than 90 Days.
- B.1.11. Develop a Capital Improvement List within 90 days of starting operations. This list will be updated annually and incorporated into a 5-year Capital Improvement Plan for the Owner.
- B.1.12. Maintain all manufacturer warranties on new equipment purchased by the Owner for the Project and assist the Owner in enforcing existing equipment warranties and guarantees as such relate to the Project.
- B.1.13. Provide and document all Repairs for the Project. Conduct a "repair vs replace" analysis for all Repairs for the Project. Where Repairs are less than 40 percent (40%) of replacement costs, the item will normally be repaired. Where Repair cost are more than 40 percent (40%) of replacement costs and the item qualifies as a Capital Expense, the analysis will be submitted to Owner for a decision concerning repair or replacement. The cost of Repairs shall not include the salary cost of OMI's personnel making such repair. However, due to the size, complexity, technical nature, or timing for completion of such Repairs, OMI may subcontract such Repairs and charge such services to the Repairs budget. Provide Owner with a detailed monthly report and accounting of all Repairs.
- B.1.14. Maintain aesthetics of the Project; in general, maintain all facilities in a clean, neat and orderly fashion; administrative and other occupied spaces shall be kept clean, dry and habitable; other spaces and floors shall be clean and free of sewage, screenings, sludge, and other debris; settled grit, grease, and floatable material shall be cleaned and removed from lift station wet wells at the plants; equipment, tools, and material will be properly stored; trees and shrubs shall be kept trimmed, grass shall be maintained at a height of less than six (6) inches, and other grounds shall be free of noxious weeds; buildings, structures, equipment and piping shall be maintained and painted to minimize deterioration and corrosion. Submerged metal components require special preparation and painting techniques, and are excepted from this provision
- B.1.15. Provide and maintain a mutually agreed upon public awareness program to demonstrate the Project's effectiveness. This includes, but is not limited to, the establishment of a telephone number and/or email address to which complaints and communications regarding the treatment facilities may be directed. All complaints and/or communications will be responded to in a reasonable time period.
- B.1.16. Maintain the following which shall be reviewed and updated periodically as necessary: (1) safety program, (2) emergency response plan, (3) plan of operations, (4) standard operating procedures, (5) unit process control procedures, (6) equipment repair/replacement recommendations, (7) equipment inventory of vehicles and other rolling stock, and (8) capital improvements recommendations, excluding those normally requiring engineering expertise.
- B.1.17. Pay all Costs incurred in normal Project operations.

B.1.18. Perform other services that are Incidental to the Scope of Services as directed by Owner.

B.2. WASTEWATER TREATMENT PLANT

- B.2.1. Within the design capacity and capability of the Wastewater Treatment Plant (Plant), manage, operate, and maintain the Plant so that effluent discharged from the Plant meets the requirements specified in NPDES permit No. 101657, unless one or more of the following occurs: (1) Plant influent does not contain Adequate Nutrients to support operation of the Plant's biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing processes and facilities; (2) dischargers into Owner's sewer system violate any or all regulations as stated in the applicable Sewer Ordinance; and/or (3) the flow, influent biochemical demand (BOD<sub>5</sub>) and/or total suspended solids (TSS) exceeds the Plant's design parameters; in which case Appendix C, Section 1.2 specifies responsibilities and remedies.
- B.2.2. Comply with the terms of the MAO as it relates to meeting the interim permit limits at the Wastewater Treatment Plant. Upon request, OMI will assist the Owner with Reports and Actions required in the MAO and in accordance with E.1.7 of this Agreement.
- B.2.3. Operate the facilities in a manner such that odor and noise are minimized within the design capacity capabilities of the facilities. The cost for the future odor control and odor scrubbing devices to the facility will be treated as a Capital Improvement. The cost for any other upgrades or modifications to the facility above its capacity and specifications will also be treated as a Capital Improvement.
- B.2.4. Prepare and submit to Owner for transmittal to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein. OMI shall comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Wastewater Treatment facilities.
- B.2.5. Provide for the disposal of screenings, grit, scum, sludges, and biosolids to state approved landfill. Current disposal costs for sludge are One Hundred Ninety Eight Dollars and Seventeen Cents (\$198.17) per container plus Thirty Five Dollars (\$35.00) per ton of sludge. Any change in the cost of this service due to increased or unusual quantities of material, or increase in landfill rates, hauling costs, or tipping fees shall constitute a change of scope and give cause for an adjustment in fee. Owner and OMI agree that Owner is the generator of the screenings, grit, scum, sludges, and biosolids. OMI will continue to utilize Sweet Home Sanitation as the sludge hauler. At such time OMI determines it would be beneficial to alter this arrangement, the Owner will be notified.
- B.2.6. Where land application is used as the method for disposal of biosolids, OMI shall comply with the State and Federal 40 CFR 503 regulations applicable to such method. Specifically, OMI shall assist Owner in securing all permits and land use agreements, and perform soils and biosolids testing, and report the volume and quantity of biosolids land applied. OMI may use the existing Owner secured permits and land application sites.
- B.2.7. Provide computerized maintenance, process control and laboratory management systems for the Project. Owner shall have the right to inspect these records during normal business hours. The maintenance program will include documentation of spare parts inventory. This system shall be capable of providing historical data.

- B.2.8. Where applicable, monitor and report the volume and nature of septic tank hauler discharges.
- B.2.9. Perform all daily, weekly, monthly, quarterly and annual laboratory testing and sampling currently required by the NPDES permit. Additional laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.
- B.2.10. Laboratory testing and sampling required by the NPDES permit on an infrequent or irregular basis, will be invoiced to the Owner as a pass-through.
- B.2.11. Provide and document all Preventive Maintenance for the Plant. Owner shall have the right to inspect these records during normal business hours.
- B.2.12. Provide and document repairs for the project. The Repairs Limit described in Appendix E shall not include the salary cost of OMI's onsite personnel assigned to the project making such repair. However, due to the size, complexity, technical nature, or timing for completion of such repairs, OMI may subcontract or provide OMI personnel outside of the project to make such repairs and charge such services to the Repairs budget. OMI will provide Owner with a monthly report on the expenditures of Repairs.

B.3. WATER TREATMENT PLANT

- B.3.1. Within the design capacity and capability of the Water Treatment Plant (Plant), manage, operate, and maintain the Plant so that finished water discharged from the Project meets the requirements specified by the State of Oregon and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations as outlined in Appendix C. OMI shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains Toxic Materials.
- B.3.2. Provide for the disposal of sludges to existing permitted disposal sites. Any change in the Cost of this service due to permitting requirements, increased or unusual quantities of material, or increases in landfill rates, hauling costs, or tipping fees shall constitute a change in scope and give cause for an adjustment in fee. Owner and OMI agree that Owner is the Generator of the residuals.
- B.3.3. Perform all daily, weekly, monthly, quarterly and annual laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations for the Existing Water Facility. In addition OMI will collect monthly and quarterly distribution samples for bacteria and disinfection bi-products. OMI is responsible for the costs for analyzing said samples. Owner is responsible for any re-sampling that may occur in the event of a positive bacteria count including but not limited to additional manpower associated with additional sampling. Owner is responsible for all costs associated with sampling required by the State and Federal Safe Drinking Water Regulations for the New Water Facility including but not limited to additional manpower associated with that sampling.
- B.3.4. Laboratory testing and sampling required by the State and Federal Drinking Water Regulation on an infrequent or irregular basis will be invoiced to the Owner as a pass-through.

- B.3.5. Provide and document all Preventive Maintenance for the Plant. Owner shall have the right to inspect these records during normal business hours.
- B.3.6. Provide and document repairs for the project. The Repairs Limit described in Appendix E shall not include the salary cost of OMI's onsite personnel assigned to the project making such repair. However, due to the size, complexity, technical nature, or timing for completion of such repairs, OMI may subcontract or provide OMI personnel outside of the project to make such repairs and charge such services to the Repairs budget. OMI will provide Owner with a monthly report on the expenditures of Repairs.
- B.3.7. OMI will collect and analyze two weekend distribution samples for free chlorine residual in the distribution system as requested by the Department of Human Services, Drinking Water Division.
- B.3.8. Cleaning of backwash ponds will be conducted by OMI personnel using city provided equipment to designated location within 300 feet of backwash ponds. Owner shall be responsible for all materials and the site at which the material is stored.
- B.3.9. Source water to facility is provided by an inlet structure located at Foster Dam. This structure includes a compressor building located at 53rd Avenue, which services this inlet. OMI will maintain daily operation of this facility and endure all costs associated.

## APPENDIX C - CAPACITY AND CHARACTERISTICS

### C.1. CAPACITY AND CHARACTERISTICS OF WASTEWATER TREATMENT PLANT

C.1.1. Wastewater Treatment Plant Design Capacity is described as follows:

<u>Parameter</u>	<u>Plant No. 1</u>
Flow, million gals/day	2.0 MGD
BOD <sub>5</sub> , pounds per day	1,080
TSS, pounds per day	3,020
Daily Peaking Factor	6.4

All parameters shall be based on the design average dry weather flow with the Daily Peaking Factor being the multiplier applied to the design average dry weather flow.

C.1.2. In the event any one of the Project influent characteristics, suspended solids, BOD<sub>5</sub>, or flow, exceeds the design parameters stated above, OMI shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then OMI will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

C.1.3. OMI shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

C.1.4. The Flow, million gals/day	1,917
BOD <sub>5</sub> pounds/day	2,105
TSS Pounds/day	3,890

The estimated costs for services under this specification is based on the above 2011 Annual Averages.

### C.2. RAW WATER QUALITY AND FINISHED WATER REQUIREMENTS OF WATER TREATMENT PLANT

C.2.1. The facilities shall be operated and maintained in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance shall be in accordance with methods approved by the Owner and State Agencies, as applicable. In the event that a parameter does not have a method approved by State Agencies, methods approved by EPA as of the date hereof, as contained in the Disinfectants and Disinfection Byproducts Rule (as promulgated in the Federal Register on December 16, 1998), shall be used.



C.2.2. System Demand

OMI shall assume an average demand for water of 1.096 mgd and a peak daily demand of 2.304, at the commencement of this agreement. OMI acknowledges that the Owner has the right to demand up to 2.304 mgd on any day and OMI shall undertake, as and when needed, the necessary arrangements to assure that sufficient personnel are available to satisfy additional demand overtime. Any change of five percent (5%) or more in the average demand for water as listed above, based on a twelve (12) month moving average, will constitute a change in scope, and an appropriate adjustment of fee shall be negotiated.

C.2.3. OMI shall be responsible for meeting the water treatment performance standards established in Appendix B and C, but shall not be responsible for events outside the control of OMI, which include but are not limited to:

C.2.3.1. Toxic materials contained in the raw water supply

C.2.3.2. Raw water supply is insufficient to meet demand

C.2.3.3. The demand for water exceeds the design capacity of the facilities specified in Appendix C

C.2.3.4. Vandalism

C.2.3.5. Acts of God or Force Majeure events

C.2.4. The estimated cost for services under this Agreement is based on an average production of 1.096mgd. Any change of five percent (5%) in the average daily production based upon a twelve (12) month moving average will constitute a change in scope of services.



**APPENDIX D—LOCATION OF PROJECT WASTEWATER TREATMENT PLANT**

OMI agrees to provide the services necessary for the operation, maintenance, and management of the facilities described herein:

- D.1. All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Wastewater Treatment Plant(s) located at:

1357 Pleasant Valley Rd, Sweet Home, Oregon

- D.2. All equipment, grounds and facilities now existing within the current property boundaries of or being used to operate Owner's Water Treatment Plant located at:

1500 47th Avenue, Sweet Home, Oregon

## APPENDIX E - COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA

### E.1. COMPENSATION

- E.1.1. Owner shall pay to OMI as compensation for services performed under this Agreement, a Base Fee of Nine Hundred Seventy Five Thousand Nine Hundred Fifty Dollars (\$975,950) for the 2015-2016 contract year. .
- E.1.2. Subsequent years' Base Fees shall be determined as follows: Owner shall pay to OMI as compensation for services performed for subsequent years of this Agreement the prior year's Base Fee plus an increase of up to three percent (3%) of that Base Fee. Any change of Scope related to additional services, or any individual uncontrollable outside cost increases (power, chemicals, solids disposal fee, Repairs) or benefit costs in excess of three percent (3%) or items related to Appendix A.6., will be added at anticipated cost upon mutual agreement and/or negotiation between Owner and OMI. Changes in the Base Fee shall be negotiated annually, four (4) months prior to anniversary of the effective date hereof. Upon each contract year renegotiation, OMI shall continue to invoice Owner at the previous amount until the new contract year price is agreed upon. Upon written notice agreement between the parties as to the new contract year base fee, OMI shall issue an invoice retroactively adjusting the previous base fee amount.
- E.1.3. Base Fee will be adjusted as a result of electrical rate increases or decreases that occur during any Agreement year. If the electrical fee increases or decreases during a contract year, an adjustment will be made upon year-end reconciliation. Compensation will be based upon kilowatt usage in Article A.8.
- E.1.4. The total amount OMI shall be required to pay for Repairs Cost shall not exceed the annual Repairs Limit of Thirty Thousand Dollars (\$30,000), as more specifically set below during the period set forth in E.1.1. Upon exceeding the annual Repairs Limit, OMI shall provide Owner with a monthly invoice of Repairs cost over the annual Repairs Limit, and Owner shall pay OMI for all Repairs Cost in excess of such limit. OMI will rebate to Owner the entire amount that actual Repair Cost are less than the annual Repairs Limit in any year of this Agreement.
- E.1.4.1 The total amount OMI shall be required to pay for Repairs at the wastewater facilities specified herein shall not exceed the annual Repairs limit of Fifteen Thousand Dollars (\$15,000) during any one contract year of this Agreement.
- E.1.4.2 The total amount OMI shall be required to pay for Repairs at the water facilities specified herein shall not exceed the annual Repairs limit of Fifteen Thousand Dollars (\$15,000) during any one Contract Year of this Agreement
- E.1.5. The Repairs Limit shall be negotiated each year, three (3) months prior to anniversary of the effective date hereof in accordance with Appendix E.1.2 above.
- E.1.6. Requests by Owner that are incidental to the Scope of Services shall be invoiced to Owner at OMI's Cost plus an agreed upon markup.
- E.1.7. In the event that a change in the scope of services provided by OMI occurs, Owner and OMI will negotiate a commensurate adjustment in Base Fee.

E.2. PAYMENT OF COMPENSATION

- E.2.1. One-twelfth (1/12) of the Base Fee for the current year shall be due and payable on the first of the month for each month that services are provided.
- E.2.2. All other compensation to OMI is due on receipt of OMI's invoice and payable within fifteen (15) business days.
- E.2.3. Any monies due to Owner due to rebate reconciliations will be paid within sixty (60) days after the end of each Agreement year.
- E.2.4. Owner shall pay interest at an annual rate equal to Wells Fargo Bank, N.A.'s prime rate plus one and one-half percent (1-1/2%) (said amount of interest not to exceed any limitation provided by law) on payments not paid and received within fifteen (15) business days, such interest being calculated from the due date of the payment.

**APPENDIX F - PROJECT VEHICLES AND EQUIPMENT**

The Project includes all vehicles, rolling stock, and other equipment as follows:

<b>Year</b>	<b>Make</b>	<b>Model/Description</b>	<b>Equipment/Vehicle ID No.</b>
1981	John Deere	410-D Backhoe	410-D 25410310T
2003	Ford Ranger	2WD Pickup	1FTYR10UX4PA35711
1998	Ford	Expedition	1FMRU18W6WLB89699

**APPENDIX G - 30-DAY CHEMICAL INVENTORY**

	<b>Chemical</b>	<b>Wastewater Plant</b>	<b>Units</b>
Chlorine			
Sulfur Dioxide			
Polymer			
Lime			

	<b>Chemical</b>	<b>Water Plant</b>	<b>Units</b>
Chlorine			
Fluoride			
ACH			
Soda Ash			
Filter Aid			

**APPENDIX H - MUTUAL AGREEMENT AND ORDER NO. WQ/M-WR-98-221 ADDENDUMS**

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**APPENDIX I - DEPARTMENT OF HUMAN SERVICE NOTICE OF VIOLATION AND  
REMEDIAL ORDER**

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**AMENDMENT NO. 3  
to the  
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES  
for  
CITY OF SWEET HOME, OREGON**

This Amendment is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Sweet Home (hereinafter "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL OMI"). This is Amendment No. 3 to the Restated Agreement dated September 8<sup>th</sup>, 2015 between Sweet Home and CH2M HILL OMI.

NOW THEREFORE, Owner and CH2M HILL OMI agree to amend the Agreement as follows:

1. Appendix E.1.1. is amended as follows:

E.1.1 Owner shall pay to CH2M HILL OMI as compensation for services performed under this Agreement, a Base Fee of One Million Sixty One Thousand Two Hundred Seventy Dollars (\$1,061,270) for the 2018-2019 contract year.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment by their signatures below.

OPERATIONS MANAGEMENT  
INTERNATIONAL, INC.

CITY OF SWEET HOME

Authorized signature:

Authorized signature:

\_\_\_\_\_  
Name: Gary Young  
Title: Designated Manager  
Date: May 24, 2018

\_\_\_\_\_  
Name: Greg Mahler  
Title: Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Ray Towry  
Title: City Manager  
Date: \_\_\_\_\_





# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> June 12, 2018	<b>TITLE:</b> Creation of Associate Planner Position	<b>TYPE OF ACTION:</b> <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION <input type="checkbox"/> OTHER
<b>SUBMITTED BY:</b> Jerry Sorte, CEDD Director	<b>ATTACHMENTS:</b> Associate Planner Job Description Resolution No. 25 for 2017: Non- Represented Employee Pay	
<b>REVIEWED BY:</b> R. Towry, City Manager		

**PURPOSE OF THIS RCA:**

The purpose of this RCA is to present the Associate Planner job description (See attached). Staff requests that the City Council move to create this position. The creation of the Associate Planner position would allow the Community and Economic Development Department to recruit for a mid-level planner. This position will replace the Planning Services Manager position with the intent to invest in the selected individual to eventually be the Planning Services Manager. Approval of this job description would not increase the FTE in the CED Department. Rather, it would allow an additional option to grow a person into the role.

**BACKGROUND/CONTEXT:**

The Community and Economic Development Department recently closed a recruitment for a Planning Services Manager. Based on the response to that recruitment, which was low, staff believes it would be advantageous to create a mid-level planning position. The Associate Planner position would accommodate current and aspiring planners with mid-level skills and applicable experience. The Associate Planner position would act as supervisor for temporary project assistant(s) and potentially intern(s) as assigned, if we have employees in those positions on staff, as well as potentially other positions within the department. The Associate Planner would learn to manage planning projects from inception to completion, present recommendations to the Planning Commission as needed, answer customer questions, and so forth in an effort to create a local Planning Services Manager.

The responsibilities within this position would exceed those of the Planning Assistant job description, and would fall below those of the Planning Services Manager job description. The current pay range for the above referenced positions, as well as staff's recommendation for the new Associate Planner position are as follows:

Position	Step A	Step B	Step C	Step D	Step E
Planning Assistant	\$3171	\$3330	\$3496	\$3601	\$3709
Associate Planner (Recommended)	\$4092	\$4297	\$4511	\$4647	\$4786
Planning Services Manager	\$5006	\$5257	\$5519	\$5685	\$5855

The proposed Associate Planner pay range listed above is the same as the Accounting Supervisor. Included with this RCA is Resolution No. 25 for 2017; which provides the salary schedule for non-represented employees.

**THE CHALLENGE/PROBLEM:**

How does the City increase efficiencies and customer service in the Community Development Department's Planning Division, when recruitment for an experienced/qualified Planning Services Manager was unsuccessful?

**STAKEHOLDERS:**

- City of Sweet Home Residents and Developers – Residents and developers may seek planning services that would be provided by the Associate Planner.
- City Staff –The Associate Planner would play a critical role in the Community and Economic Development Department, and would coordinate projects with all City departments.
- City Council – The Associate Planner would play a critical role in assisting the City Council to achieve their vision and mission.

**ISSUES & FINANCIAL IMPACTS:**

1. Financial Impacts: If the City can successfully recruit for an Associate Planner position, it will incur costs associated with base salary, benefits, and necessary taxes. The Associate Planner position will offer some savings in comparison to a recruitment for a Planning Services Manager.

**ELEMENTS OF A STABLE SOLUTION:**

Recruitment and teaching of a dedicated, qualified individual to increase efficiencies and customer service in the Planning Division of the Community and Economic Development Department to meet the Council's goal for an efficient and effective government.

**OPTIONS:**

1. Move to create the Associate Planner position at a pay range of \$4,092 to \$4,786;
2. Move to create the Associate Planner position at a different pay rate (specify);
3. Move to not create the Associate Planner position;
4. Take no action;
5. Other

**RECOMMENDATION:**

Staff recommends that the City Council pursue Option 1 and move to create the Associate Planner position in lieu of the Planning Services Manager at the above referenced level of pay.

Effective: 6-2018  
City of Sweet Home  
Associate Planner  
Job Description  
FLSA Exempt  
Non-Bargaining



## **ASSOCIATE PLANNER**

### **A. SUMMARY:**

The Associate Planner performs a variety of routine and complex technical and professional work in current planning, long-range planning, and park planning; and the development and implementation of land use, park and related policies and regulations. The Associate Planner organizes and implements park events, and performs related work as required. The Associate Planner supervises Project Assistant(s), Intern(s), and other department staff as assigned.

### **B. SUPERVISION RECEIVED AND EXERCISED:**

Work is performed under the direction of the Community and Economic Development Director, or his/her designee; who reviews work on the basis of results obtained. The Associate Planner supervises Project Assistant(s), Intern(s), and other department staff as assigned.

### **C. EXAMPLES OF DUTIES:**

The duties listed here are intended for illustration. The omission of any assignment does not exclude it from the position.

1. Assists in the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; and coordinates department activities with other departments and agencies as needed.
2. Supervises Project Assistant(s), Intern(s), and other department staff as assigned.
3. Provides information on land use applications, ordinances, codes, plans, and related planning and park programs, services, or regulations to architects, engineers, developers, contractors, owners, community groups, and interested persons.
4. Prepares a variety of studies, reports, recommendations, and related information for decision-making purposes.
5. Conducts technical research studies and prepares statistical reports and recommendations for drafting or revising local legislation and plans, projecting trends, monitoring socioeconomic data, etc.
6. Assists in the development and implementation of growth management, land use, economic development, utility, housing, transportation, facilities, solid waste, or other plans and codes to meet the City's needs and any inter-governmental agreements or requirements.
7. Evaluates land use proposals for conformity to established plans and ordinances. Evaluates proposals and development impact as they relate to the adopted plans of the City and makes recommendations.

8. Evaluates land use applications and site plans for compliance with applicable local, state, or federal laws. Monitors assigned land use applications through the approval states, and prepares reports and related data as required.
9. Provides staff support to City Boards and Commissions such as the Planning Commission and Park and Tree Committee as needed and assigned. Prepares planning reports and supporting data, including recommendations on various land use proposals. Prepares and distributes meeting minutes.
10. Prepares land use notices and timelines.
11. Assists in the preparation of parks plans.
12. Issues permits for activities in City parks.
13. Organizes and implements parks programs; which include, but are not limited to the City's Harvest Festival; run events; and similar events.
14. Evaluates environmental information and recommends mitigation measures to reduce adverse impacts of development.
15. Assists City staff in the enforcement of local ordinances and in interpreting City codes and master plans.
16. Assists in designs for parks, streetscapes, landscapes, and other municipal projects.
17. Updates a variety of maps; prepares graphics and maps for a variety of reports, plans, grant applications, publications, or meetings.
18. Prepares and writes grant application components relating to department activities and programs.
19. Assists in maintaining the data base of information for planning purposes.
20. Responds to local citizens inquiring about local planning and zoning regulations and ordinances.
21. Attends professional development workshops and conferences to keep abreast of trends and developments in the field of municipal planning.
22. Represents the City of Sweet Home by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor. Regards everyone, internal and external, as a customer and delivers the best service possible in a respectful and patient manner.
23. Serves as a member of various City committees or work groups as assigned.
24. Assists other staff in the performance of their duties as assigned.
25. Maintains regular job attendance and adherence to working hours.
26. Attends evening meetings as needed;
27. Prepares public outreach campaigns, events, or advertisements.
28. Operates a motor vehicle safely and legally.
29. Suggests methods and procedural changes to more efficiently provide services to the public.
30. Responds to general inquiries related to Department programs. Determines specific needs and arranges for appropriate staff member to assist. Serves the public at the counter and over the phone on a variety of Department programs.
31. Accepts applications for building and other community development permits. Assures that plans and applications are complete. Assists applicants in completing the applications. Collects fees. Distributes permits.
32. Accepts and processes "over the counter" permits.
33. Provides assistance with special assignments as may be needed.
34. Conducts backup work for other staff during their absences.
35. Performs other duties as assigned by supervisor.

#### **D. WORK ENVIRONMENT/PHYSICAL DEMANDS:**

*Essential duties require the following physical abilities and work environment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

1. In the performance of job duties, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to finger, handle, feel, and operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch, or crawl.
2. Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments and construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
3. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close, distance, color and peripheral vision; depth perception; and, the ability to adjust focus.
4. Manual dexterity and coordination are required to perform the work. This is used while operating equipment such as computer keyboards; calculator; and telephones.
5. In the performance of the job duties, the employee will occasionally work in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles.
6. The noise level in the work environment is usually quiet to moderate in the office and moderate in the field.

#### **E. ADDITIONAL POSITION REQUIREMENTS:**

##### **Ability To**

1. Communicate effectively orally and in writing with architects, contractors, developers, property owners, supervisors, employees, and the general public; and establish effective working relationships.
2. Effectively present information in one-on-one and small group situations to customer, clients, and other employees of the organization.
3. Interact with agitated community members in a productive, objective and equitable manner.
4. Conduct and understand statistical calculations and be prepared to make presentations as needed.
5. Prepare and interpret maps and other graphical presentations.
6. Learn and apply city ordinances, state statutes, and state administrative rules.
7. Read and write a variety of documents, including correspondence, proposals, and other persuasive and informative materials.
8. Apply common sense understanding to carry out instruction furnished in written, oral or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
9. Communicate effectively and professionally with diverse audiences, including the public, the City Council, and City staff at all levels.
10. Form efficient and effective working relationships with other employees and the public.
11. Work in a busy environment with multiple activities and customers.
12. Accommodate a work schedule that may require work on weekends.
13. Be at work on time. Be available for work. Give a full day's work.

14. Respond in a positive manner to directions.
15. Learn present jobs as well as new jobs within the scope of the position. Adjust to change.
16. Get along with others.
17. Learn, know and follows the rules, policies, practices and procedures of the department.
18. Be physically and mentally fit for work.

**Required Knowledge and Skills**

General knowledge of zoning laws and comprehensive plans including their formation, process of adoption, application, and enforcement. General knowledge of planning programs and processes, operation of a personal computer, and basic knowledge of GIS applications is desirable.

In the performance of job duties, the employee will use a personal computer and various software programs; motor vehicle; calculator; digital camera and/or video recorder; portable radio; phone; copy and fax machines; and other related tools and equipment.

**License and Certificate**

Oregon Driver's License with good driving record required for use of City vehicle.

**Experience and Education**

High school diploma or general education degree (GED) or higher; College degree in land use planning, urban planning, landscape architecture, public administration, or a closely related field preferred; one (1) year of related work experience; or any equivalent combination of education, experience, and training which demonstrates the required knowledge, skills, and abilities.

Approved by:

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City Manager

\_\_\_\_\_  
Date:

**RESOLUTION NO. 25 FOR 2017**

**A RESOLUTION ESTABLISHING SALARY SCHEDULES FOR NON-REPRESENTED GENERAL EMPLOYEES.**

WHEREAS, the City of Sweet Home wishes to formally adopt a salary plan for its Non-Represented General Employees.

NOW, THEREFORE, the City of Sweet Home resolves as follows:

The attached salary schedules for Non-Represented full-time and part-time General positions are adopted for positions currently authorized as shown in Exhibit "A".

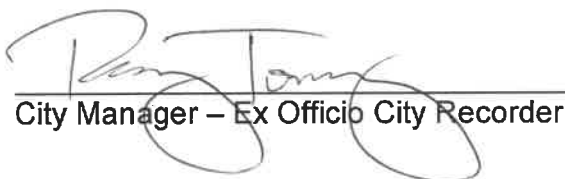
This Resolution hereby replaces Resolution No. 7 for 2017 and shall be effective November 14, 2017.

PASSED BY THE City Council and approved by the Mayor this 14th day of November, 2017.



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Mayor

ATTEST:

  
\_\_\_\_\_  
City Manager – Ex Officio City Recorder



RESOLUTION NO. 25 for 2017  
EXHIBIT A

**SALARY SCHEDULE**  
**July 1, 2017 - June 30, 2018**  
**NON-REPRESENTED GENERAL EMPLOYEES**  
**MANAGEMENT**  
**(same as general union contract - 2.5% salary increase)**

<b>STEP POSITION</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
LIBRARY DIRECTOR	4647	4879	5123	5277	5435
ACCOUNTING SUPERVISOR	4092	4297	4511	4647	4786
ADMINISTRATIVE ASSISTANT	4280	4494	4719	4861	5006
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	6579	6908	7254	7471	7696
SR. ENGINEERING TECH	4678	4912	5158	5313	5472
PLANT SUPERINTENDENT	4547	4774	5013	5164	5318
MAINT. SUPERINTENDENT	4678	4912	5158	5313	5472
<b>FINANCE DIRECTOR</b>	<b>6612</b>	<b>6943</b>	<b>7290</b>	<b>7508</b>	<b>7734</b>
PUBLIC WORKS DIRECTOR	5846	6138	6445	6638	6837
PLANNER	5006	5257	5519	5685	5855
CITY MANAGER	7635	8017	8417	8670	8930

Employees who have completed 8 years of continuous employment with the City will receive an additional two percent (2%) Longevity Merit Pay increase above the step 5 scale. This pay is subject to all applicable provisions of the City's Personnel Policy and is based upon merit.  
Steps B & C are 5% increases  
Steps D & E are 3% increases

RESOLUTION NO. 25 for 2017  
EXHIBIT A

**SALARY SCHEDULE**  
**July 1, 2018 - June 30, 2019**  
**NON-REPRESENTED GENERAL EMPLOYEES**  
**MANAGEMENT**  
(same as general union contract - 2.5% salary increase)

<b>STEP POSITION</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
LIBRARY DIRECTOR	4763	5001	5251	5409	5571
ACCOUNTING SUPERVISOR	4194	4404	4624	4763	4906
ADMINISTRATIVE ASSISTANT	4387	4607	4837	4982	5132
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	6744	7081	7435	7658	7888
SR. ENGINEERING TECH	4795	5035	5287	5446	5609
PLANT SUPERINTENDENT	4661	4894	5139	5293	5451
MAINT. SUPERINTENDENT	4795	5035	5287	5446	5609
<b>FINANCE DIRECTOR</b>	<b>6777</b>	<b>7116</b>	<b>7472</b>	<b>7696</b>	<b>7927</b>
PUBLIC WORKS DIRECTOR	5992	6291	6606	6804	7008
PLANNER	5131	5388	5657	5827	6002
CITY MANAGER	7826	8217	8628	8887	9153

Employees who have completed 8 years of continuous employment with the City will receive an additional two percent (2%) Longevity Merit Pay increase above the step 5 scale. This pay is subject to all applicable provisions of the City's Personnel Policy and is based upon merit.  
Steps B & C are 5% increases  
Steps D & E are 3% increases

RESOLUTION NO. 25 for 2017  
EXHIBIT A

**SALARY SCHEDULE**  
**July 1, 2017 - June 30, 2018**  
**NON-REPRESENTED EMPLOYEES**  
**PART-TIME EMPLOYEES (HOURLY)**  
**(same as general union contract - 2.5% salary increase)**

<b>STEP POSITION</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
JANITOR	10.86	11.41	11.98	12.34	12.71
TYPIST	10.86	11.41	11.98	12.34	12.71
LIBRARY ASSISTANT	13.65	14.33	15.05	15.50	15.96
P/W SECRETARY	10.98	11.53	12.10	12.47	12.84

Employees who have completed 8 years of continuous employment with the City will receive an additional two percent (2%) Longevity Merit Pay increase above the step 5 scale. This pay is subject to all applicable provisions of the City's Personnel Policy and is based upon merit.

RESOLUTION NO. 25 for 2017  
EXHIBIT A

**SALARY SCHEDULE**  
**July 1, 2018 - June 30, 2019**  
**NON-REPRESENTED EMPLOYEES**  
**PART-TIME EMPLOYEES (HOURLY)**  
**(same as general union contract - 2.5% salary increase)**

<b>STEP POSITION</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
JANITOR	11.14	11.69	12.28	12.64	13.02
TYPIST	11.14	11.69	12.28	12.64	13.02
LIBRARY ASSISTANT	13.99	14.69	15.42	15.89	16.36
P/W SECRETARY	11.25	11.82	12.41	12.78	13.16

Employees who have completed 8 years of continuous employment with the City will receive an additional two percent (1%) Longevity Merit Pay increase above the step 5 scale. This pay is subject to all applicable provisions of the City's Personnel Policy and is based upon merit.



# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> June 12, 2018	<b>TITLE:</b> City Fee Schedule Update to incorporate Water Fees	<b>TYPE OF ACTION:</b> <u>X</u> RESOLUTION — MOTION — OTHER
<b>SUBMITTED BY:</b> Brandon Neish, Finance Director	<b>ATTACHMENTS:</b> Resolution No. 6 for 2018 Exhibit 1	
<b>REVIEWED BY:</b> Ray Towry, City Manager		

**PURPOSE OF THIS RCA:**

To update the city’s Public Information, Records, Research, Service and Miscellaneous City fee schedule to incorporate water fees.

**BACKGROUND/CONTEXT:**

In an effort to streamline and consolidate various city fees, staff has moved fees associated with the water utility from resolutions related to water services to the fee schedule with all other city fees. The water utility fees will now be reviewed each January along with the other fees established by the city.

**THE CHALLENGE/PROBLEM:**

Will the City Council adopt Resolution No. 6 for 2018 consolidating water utility fees into the city’s annually reviewed fee schedule?

**STAKEHOLDERS:**

- City of Sweet Home citizens – Adopting this resolution ensures residents have one place to go to see any and all fees within the city. As staff works to consolidate and simplify processes, citizens should find it easier to find basic information without having to bounce between code and resolutions that may not be easily accessible.
- City of Sweet Home City Council – Moving the water utility fees into the fees schedule allows Council to separate annually the review of the water use rates and the fees associated with various penalties and additional usage.

**ISSUES & FINANCIAL IMPACTS:**

There are no financial impacts from this resolution as the fees currently exist as part of the ordinances and resolutions regarding water services.

**ELEMENTS OF A STABLE SOLUTION:**

A transparent and just fee schedule that is easy to understand and locate various city fees quickly.

**OPTIONS:**

1. Do Nothing
2. Make a motion to adopt Resolution No. 6 for 2018, A Resolution establishing certain Public Information, Records, Research, Service and Miscellaneous City fees in accordance with City of Sweet Home’s Financial Policies.

**RECOMMENDATION:**

Staff recommends option 2; make a motion to adopt Resolution No. 6 for 2018, A Resolution establishing certain Public Information, Records, Research, Service and Miscellaneous City fees in accordance with City of Sweet Home’s Financial Policies.

**RESOLUTION NO. 6 FOR 2018**

**A RESOLUTION TO SET PUBLIC INFORMATION, RECORDS, RESEARCH, SERVICE AND MISCELLANEOUS FEES.**

WHEREAS, except as otherwise prescribed by law, the City Council deems it desirable to establish fees which are reflective of actual staff and material costs for copying reports, documents and other items specifically requested by the general public; and

WHEREAS, except as otherwise prescribed by law, the City Council deems it desirable to establish fees which are reflective of actual staff and material costs for City Staff performing research and other miscellaneous tasks specifically requested by the general public; and

WHEREAS, except as otherwise prescribed by law, the City Council deems it desirable to establish fees which are reflective of actual staff and material costs for City Staff providing certain services specifically requested by the general public; and

WHEREAS, the application of these fees shall not apply to City sponsored public information meetings or City initiated information distribution.

NOW, THEREFORE, the City Council resolves that the following fees shown in Exhibit 1 are hereby established and made effective immediately:

If items are not covered in this resolution, the City Manager is authorized to set a temporary fee until it can be approved by City Council.

It has been determined that these rates and fees are classified as not being subject to Oregon Constitution, Article XI, Section 11b limitations.

This Resolution replaces and supersedes Resolution No. 3 for 2018 and shall be effective June 12, 2018.

PASSED by the Council and approved by the Mayor, this 12th day of June 2018.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



**CITY OF SWEET HOME**  
**PUBLIC INFORMATION, RECORDS, RESEARCH, SERVICE**  
**AND MISCELLANEOUS FEES – Effective June 12, 2018**

**General information regarding fees for Public Information and Records Requests:**

The fees established in this policy are not intended to be all-inclusive in regards to requests for Public Records or other public information. When applicable additional fees for staff time (including legal review fees) necessary to research, retrieve, review and prepare information may apply in accordance with applicable State statutes

TYPES OF FEES	CURRENT FEES
<b>GENERAL FEES</b>	
Photocopies    Black and white 8.5 X 11	.25 per side
Color 8.5 X 11	.50 per side
Black and white 11 x 17	.50 per side
Color 11 x 17	1.00 per side
Fax – local only	.25 per page
Public Meeting Records	
Audio CD	5.00 each
Packaging, Mailing and Postage	Actual Costs
Returned Check Fee	35.00
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT DEPARTMENT</b>	
Comprehensive Plan (bound document)	10.00 each
Zoning Ordinance (bound document)	10.00 each
Subdivision Ordinance (bound document)	5.00 each
Packaging, Mailing and Postage	Actual Costs
Land Use Processing Fees	
Annexation & Rezone	1500.00
Appeal	610.00
Comprehensive Plan Amendment	1,429.00 ( <i>plus notice costs</i> )
Conditional Use (Public Hearing)	600.00
Development Plan Review	74.00
Fence Permit	20.00
Land Use Compatibility Statement Sign-Off	35.00
Measure 56 Mailing	Actual Notice Costs
Open Storage Permit	-
Ordinance Legal Interpretation	155.00
Other Land Use Decisions	Cost of Service (\$150 deposit)
Partition	305.00
Planned Development	980.00
Planning Research and Letters	60.00/hr (1 hour Minimum)
Property Line Adjustment	150.00
Property Line Adjustment Replat	175.00
Secondary applications file concurrently	50% of regular fee
Subdivision – Tentative and Final	900.00 + 20.00 per lot
Vacation of Right of Way	1000.00
Variance (Public Hearing)	570.00
Zone Map Amendment	1000.00
Zone Text Amendment	1000.00
Temporary Recreation Vehicle Occupancy Permit	See Resolution No. 3 for 2014

<b>Park/Facility Use Fees</b>	
Racquetball Court City Resident Individual	50.00/year
Racquetball Court City Resident Household	75.00/year
Racquetball Court Non-City Resident Individual	75.00/year
Racquetball Court Non-City Resident Household	100.00/year
Racquetball Court Employee Only Racquetball Court Employee Household	No Fee 25.00/year
Weddle Bridge Reservation	50.00/event
The Hut at Sankey Park	15.00/hour, up to 100.00/day
100.00 cleaning deposit, refundable	
Tables and Chairs for outside events	
100.00 damage deposit, refundable	
<b>Building Permit Fees</b>	See Resolution 27 for 2015
<b>FINANCE DEPARTMENT</b>	
<b>Miscellaneous Service and Research Fees</b>	
Budget Document (bound copy) <i>Available online</i>	15.00
Audit/CAFR Document (bound copy) <i>Available online</i>	15.00
Municipal Lien Search Fee per Tax Lot	25.00
Municipal Lien Recording Fee per Tax Lot	70.00
Reconveyance Fee	160.00
Packaging, Mailing and Postage	Actual Costs
Passport Processing Fees/each	25.00
Passport Photographs – 1 set of two	15.00
<b>Water Services Fees</b>	
<b>Reinstating water service</b>	<b>32.00</b>
<b>Turning water service on that has been turned off without permit</b>	<b>32.00/ initial fee</b>
<b>Turning off and turning on water service after hours</b>	<b>32.00</b>
<b>Turning off and turning on water service during regular hours</b>	<b>16.00</b>
<b>Re-reading the water meter at request of the user</b>	<b>16.00</b>
<b>Reinstallation of water meters at the request of the user</b>	<b>125.00</b>
<b>Vacationers' water on/off</b>	<b>16.00 each visit</b>
<b>Tampering with a water meter</b>	<b>250.00</b>
<b>Water Deposit</b>	<b>50.00</b>
<b>Temporary Water Service Fee</b>	<b>32.00</b>
<b>Plan review fee for required backflow devices as established in Ordinance No. 958</b>	<b>Basic Right-of-way Fee</b>
<b>Late fee for delinquent accounts</b>	<b>2.00/per month</b>
<b>Interest Rate on outstanding delinquent account balance including all interest, service charges, or other relevant fees/charges</b>	<b>1.5%/per month</b>
<b>Refunds will not be made for amounts less than</b>	<b>10.00</b>
<b>Photocopies Black and white 8.5 X 11 (self service)</b>	<b>.15 per side</b>
<b>Overdue Library Materials</b>	
Books, Magazines, Books on CDs per item per day	.10 (maximum 3.00/item)
Videos, DVD's, per item/per day	1.00 (maximum 5.00/item)
Out of City Library Card	
Per household and/or single card per year issued	35.00
Lost/Destroyed Library Materials	Actual replacement cost plus 5.00



		processing fee
<b>PUBLIC WORKS FEES</b>		
Engineering Document Plan Copies		
Size	Paper	Photo Paper
12 X 18	1.50	3.00
18 X 24	2.50	5.00
24 X 36	4.00	8.00
36 X 48	8.00	16.00
GIS Electronic Data Files.		
Aerial Photographs, .SID or .TIF	20.00 / per Image (1/4 Section)	
Attributed Vector Data	20.00 / per layer	
AutoCAD Electronic Data Files, DWG or DWF	20.00 / per requested area	
Custom Work		
In increments of ¼ hour, subject to staff availability	60.00 / hour + printing fees	
<b>Water Service Fees</b>		
<b>Hydrant meter deposit</b>		<b>1,650.00</b>
<b>POLICE DEPARTMENT FEES</b>		
Photo Copies		.25 per side
Public Fingerprinting Services (Two Cards)		
Residents		20.00
Non- Residents		30.00
Bicycle License per bicycle – current owner		2.00
Peddler License Applications		25.00
False Alarm Fees		
1 <sup>st</sup> and 2 <sup>nd</sup> Alarm		No Charge
3 <sup>rd</sup> and 4 <sup>th</sup> Alarm		25.00
5 <sup>th</sup> and 6 <sup>th</sup> Alarm		50.00
7 <sup>th</sup> + Alarm		100.00
Reports and Recordings		
Research Fee per unknown case number		10.00
Archived Reports prior to 2001 or reports requiring redaction of confidential information:	Actual Staff Costs-1 hour minimum	
Incident Reports (up to 25 pages)	Applicable reproduction cost	
Additional pages		10.00
Report postage minimum up to 10 pages		.50
Additional pages		3.00
Evidence Recording (digital audio)		.10/each
Digital Audio		30.00
Video (minimum up to 2 hours maximum)		50.00
Each additional 2 hours		50.00
Recording postage per CD/DVD		5.00
Evidence Photographs		
Film converted to digital		50.00
Photos per case CD/DVD or sent electronically		25.00
Digital printed photos per sheet (max 4/sheet)		10.00
Photograph Postage		
Postage per photo CD		5.00
Postage min to 10 printed pages		5.00

Per pages after 10	.10
Record Checks	
Letters of Clearance (per individual)	15.00
Location/Person overview per individual	10.00
Postage for records checks minimum to 10 pages	2.00
Per page after 10	.10
License Investigations	
Liquor License, New	100.00
Liquor License, Temporary Sales	35.00
Liquor License, Change of Ownership, Additional Privileges	75.00
Liquor License, Renewal	35.00
Second Hand Dealer License Processing	20.00
Texas Hold-Em License (annual)	200.00

*Approved by Council June 12, 2018*



# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> June 12, 2018	<b>TITLE:</b> Review and update of Water Rates	<b>TYPE OF ACTION:</b> <u>X</u> RESOLUTION
<b>SUBMITTED BY:</b> Brandon Neish, Finance Director	<b>ATTACHMENTS:</b> Resolution No. 7 for 2018	— MOTION
<b>REVIEWED BY:</b> Ray Towry, City Manager		— OTHER

**PURPOSE OF THIS RCA:**

To review water utility rates and approve revisions to base and commodity rates.

**BACKGROUND/CONTEXT:**

In August 1999, the City of Sweet Home conducted a user rate analysis of the Water and Wastewater Utilities. This analysis provided the city with a rate structure sufficient for the water and sewer utilities that met revenue requirements as established in the Oregon Revised Statutes (ORS). Also included was a rate program that enables the city to review the rates annually as required by municipal code.

Appropriate user rates are designed to cover one (1) years requirements and allow the water utility fund to remain self-supporting and help the city meet all regulatory requirements. The current methodology allows for “Residential” customers to receive the first 400 cubic feet of water usage without additional charge each month.

During the City Council meeting on May 8, 2018, Council unanimously consented to reviewing rate proposals in which 300 cubic feet of water usage without additional charge each month was included in the base rates for residents. On May 22<sup>nd</sup>, Council received three options outlining various methodologies in establishing the base rate and commodity charge. Council ultimately opted to move forward with option three, a plan in which users pay for the water used, lowering the base rate and increasing the commodity charge.

The proposal before Council includes reducing the base charge an average of \$23.94 (dependent upon meter size) and increases the commodity charge an average of \$1.84 (dependent upon account type: Bulk, Residential, Commercial, or Industrial) per 100 cubic feet.

**THE CHALLENGE/PROBLEM:**

Will the City Council adopt revised water rates to ensure stability in the utility fund for the coming fiscal year?

**STAKEHOLDERS:**

- State of Oregon – State law requires that all funds in a local government are either balanced or maintain a surplus. The rate revision before Council complies with state law for the water fund in the 2018-2019 budget and ensures the fund remains positive for the fiscal year.
- City of Sweet Home utility customers – Customers are the sole users of water and therefore pay for the distribution and usage. All users expect that the city is using resources appropriately and accurately billing them for necessary expenditures that will deliver clean, consistent water when they need it.

- City of Sweet Home City Council – Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible for the best possible price. They must balance leadership with representation.
- Sweet Home Public Works Staff/Jacobs CH2M – Public Works/Jacobs CH2M staff ensures the Water Distribution system is maintained and that everyone gets water throughout the city. Appropriate rates provide necessary resources used to maintain a level of service expected by water users.
- Sweet Home Community & Economic Development – Regular review of expenditures within the water fund and, subsequently, water rates ensures that Sweet Home is comparable to other cities of similar size which can attract new rate payers to the system. New citizens or businesses affect the community in a positive manner and affects livability within the city.

**ISSUES & FINANCIAL IMPACTS:**

Revisions to the water utility rates are needed to ensure the water fund maintains a positive balance as required by ORS 294.388(1). Should Council opt to either revise the proposal or leave rates the same, additional resources from the city’s general fund would be necessary to backfill the gap. This would require expense reductions in the general fund to ensure stability in that fund in that situation.

**ELEMENTS OF A STABLE SOLUTION:**

Council has chosen a methodology for rate calculation so the included resolution reflects that methodology and rates that will ensure fiscal stability for the coming fiscal year. Adoption of the resolution ultimately benefits all of the listed stakeholders and ensures a continued annual review of rates to ensure customers are paying the lowest rates possible.

**OPTIONS:**

1. Do Nothing. Council could choose to move forward without adopting this resolution resulting in a projected deficit in the water fund for the coming year.
2. Adopt Resolution No. 7 for 2018. The rates included in the resolution have been vetted by Council and, per Council consent, reflect the best possible option for the city going forward.
3. Revise the presented rates. Council could choose to make revisions to the presented rates and table the adoption until a future meeting to update the resolution and revenue projections.

**RECOMMENDATION:**

Staff recommends option 2, Adopt Resolution No. 7 for 2018. The rates established in this resolution reflect real numbers and a methodology as approved by the City Council. This option will ensure fiscal stability for the 2018-2019 fiscal year.

## Resolution No. 7 for 2018

### A RESOLUTION SETTING RATES AND FEES FOR WATER SERVICES.

WHEREAS, the Sweet Home City Council has provided that Water User Rates should be established by resolution, in accordance with Ordinance No. 1174; and

WHEREAS, the Water User Rates were last adjusted July 2016 and need to be adjusted herein to ensure adequate funds are received to cover the annual cost of operation and maintenance, replacement, and other administrative costs of the Water Utility.

NOW, THEREFORE, BE IT RESOLVED BY THE SWEET HOME CITY COUNCIL that effective June 18, 2018, the water user charges shall be as follows:

Section 1 - The rates for water use to be charged for each billing period are as follows:

A minimum charge for each water service inside the city limits will be made according to the meter sizes as follows.

<u>Meter Size</u>	<u>Monthly Base Charge</u>
3/4 inch	22.91
1 inch	28.98
1-1/2 inch	37.08
2 inch	59.35
3 inch	223.34
4 inch	284.08
6 inch	425.79
8 inch	587.76

**Residential Users (inside the City Limits):** The monthly base charge is to include the first 300 cubic feet of water consumed for all residential customers only. A consumption charge of \$7.86 per 100 cubic feet for water used, over 300 cubic feet, shall be made in addition to the Monthly Base Charge for all meter sizes for all residential customers only.

**Commercial Users (inside the City Limits):** A consumption charge of \$7.78 per 100 cubic feet for all water used shall be made in addition to the Monthly Base Charge for all commercial customers per meter size.

**Bulk Users (inside the City Limits):** A consumption charge of \$7.54 per 100 cubic feet for all water used shall be made. Bulk use includes consumption for special portable metered or estimated water usage (e.g. swimming pool fills, tanker fills, street sweeper fills and other bulk usage.). Such usage must be with permit as approved by the Public Works Director.

**Water Users (outside the City Limits):** Monthly charges will be computed at 1.5 times the inside city rate as stated above for residential, commercial and bulk users.

The Monthly Base Charge for a meter on a water line installed solely for the purpose of providing fire protection shall be the 3/4 inch rate charged for a residence. If the monthly reading of the meter indicates any usage, the Monthly Base Charge will be the normal charge for the meter size installed as shown above in addition to the charge for consumption.

For purposes of this resolution, the City Council shall annually review Water Rates before May of each year and set the new monthly rate for bills sent out each July.

Section 2 - Miscellaneous water service fees are established by resolution and contained in the city's Public Information, Records, Research and Miscellaneous Fees schedule.

Section 3 – Other associated fees, practices and charges for water and sewer installation and hookup are described in the city's code of ordinances.

It has been determined that these rates and fees are classified as not being subject to Oregon Constitution, Article XI, Section 11b limitations.

This Resolution supersedes all prior resolutions on water rates including Resolution No. 21 for 2017.

PASSED by the City Council and approved by the Mayor this 12th day of June, 2018

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



# CITY OF SWEET HOME PARK AND TREE COMMITTEE MINUTES

May 16, 2018; 8:30 a.m.  
City Hall Annex, 1140 12th Avenue  
Sweet Home, OR 97386

1. Call to Order – The meeting was called to order at 8:30 a.m.
2. Roll Call of Park and Tree Committee Members:

Committee members present: Alice Smith, Angela Clegg, Nancy Patton, Bob Dalton, Lance (Wally) Shreves, Debra Sue Northern

Committee members absent: Lena Tucker, Council Representative Dave Trask

Staff Present: Jerry Sorte, Community and Economic Development Director; Greg Springman, Public Works Director; Dominic Valloni, Maintenance Superintendent, Kevin Makinson, Parks Crew Leader, Joe Graybill, Staff Engineer
3. Approval of Minutes – April 18, 2018.

Smith moved to approve the minutes of April 18, 2018. Shreves second. Motion passed unanimously by the Committee members in attendance.
4. Time Reports.

Smith reported five (5) hours of work planting trees. Staff reported that Lena Tucker had reported 30 minutes associated with Arbor Day activities.
5. Introductions

The group determined that no introductions were needed.
6. Public Comment. This is an opportunity for members of the public to address the Park and Tree Committee on topics that are not listed on the agenda.

Connie DeBusschere discussed the concept to improve Clover Park. DeBusschere presented a proposal to the Committee to remove a wall and add beatification to Clover Park. She handed out a map created by staff. The proposal is to remove the rock wall around the upper planter and lower the berm two feet to match the opposite wall. This would require consideration of piping and electrical services on the property. DeBusschere estimated that their group has raised \$1,000-\$2,000 to remove shrubs and rent equipment. Concern was raised with respect to the amount of funds that may be needed to complete the project. Springman indicated that this may become a larger project than anticipated, and the project is not in our budget. Once we break ground we are committed. Valloni indicated that some work reshaping the wall/berm may be able to be completed. Some work may be able to be completed by volunteers.

Staff asked whether the Committee would like to amend its budget to accommodate this project. It was determined that Public Works indicated they would investigate the project further and provide an update to the Chair of the committee.
7. Committee Chairperson Discussion – Angela Clegg. Chair Clegg indicated that she had additional time commitments and would need to step down as Chair. A discussion ensued.

Clegg made the motion that Shreves assume the role of Chair effective August 1, 2018. Second Northern. Motion passed unanimously by the Committee members in attendance.

8. Summer Tree Irrigation Scheduling. A discussion ensued concerning the watering of trees that have recently been planted by the Park and Tree Committee. New trees need to be watered, schools need to water their own, and the City will send them reminders. Shea Point needs to be watered. Smith will provide location of trees and how frequently they need to be watered. Springman and Valloni will make sure it gets taken care of. Smith indicated that she would provide Public Works Staff with the tree locations so that they can be watered by Public Works this summer.
9. Sankey Park Improvements Update – City Staff. Staff indicated that an RFP is currently out for the pedestrian bridge from Sankey Park to the Jim Riggs Community Center. Staff indicated that they may schedule tours of the park with the public in order to discuss proposed improvements. Stump grinding has been completed, and Public Works staff will work with Planning to trim trees adjacent to Ames Creek while also maintaining the tree canopy needed to shade the creek.
10. Park Standard Specifications – City Staff. Public Works staff indicated that they would work to identify designs of park benches, trash cans, and other park equipment that could be standardized across the parks.
11. Public Works and CEDD Staff Updates. The group discussed the need for grass cutting on certain properties on Main Street, damage to slides at Ashbrook Park, and the role of the Committee with conducting tree consultation. The group decided that there was a need to refine the procedures and services provided by the Committee for tree consultation to city residents. The group discussed the possibility of scheduling a city-wide clean up.
12. Adjournment. Approximately 9:45 a.m.



SWEET HOME CITY COUNCIL  
COMMUNITY HEALTH COMMITTEE  
MEETING MINUTES

May 21, 2018

The meeting was called to order at 6:03 p.m. in the City Hall Annex.

Present: Councilor Gourley, Jim Gourley, Dick Knowles, Larry Horton, Henry Wolthuis, Kate Hall, Bill Matthews, Mayor Mahler (6:05pm)

Staff Present: City Manager Ray Towry

Media: Sean Morgan

**Approval of Minutes April 16, 2018: (Gourley/Towry) 7 Ayes, 0 Opposed,**

**Committee Reports:**

Health Fair Committee: Dick Knowles reported the Facility Use Permit for the Sweet Home High School has been approved. They will be using tables from Samaritan Health and are unsure if the medical students will be attending. The committee is working on yards signs and posters. They committee is also working on an outreach for Hispanic/Latino population and veterans. Discussion ensued on the fun run.

Western University/ City Project: Dick Knowles introduced the "Screenager" event which is a documentary paid for by donation.

Western University/ City Outreach: Dr. Horton reported 3 focus groups are complete and there is 1 left that will be completed Wednesday. The data will be compiled and delivered in September.

Hero Banner Project: Jim Gourley stated over 40 banners have been ordered and will go up on Friday. There will be a ceremony at Clover Park at 4pm and Senator James Manning from Eugene will attend.

Homelessness: Henry Wolthuis shared experiences with homelessness. Jim Gourley talked to Sweet Home School District about showers at the Sweet Home High School. Henry reviewed his findings from an informal survey of people who utilize meals at Manna. He has received a letter of support from the United Methodist Church.

Bill Matthews stated the effort could be tied to Linn County Mental Health. He added the rate of poverty in our community is staggering.

Bill Matthews stated a BHAG (Big Hairy Audacious Goal) would be to have a Community Health Services Building at the current City Hall upon City staff moving to new building.

Dr. Wolthuis will form a subcommittee and report back to the full committee.

**Good of the Order:** Dr. Horton suggested connecting with Sweet Home High School Homeless Liaison for further discussion regarding the demographics of homeless.

**Meeting adjourned.**

With no further business the meeting adjourned at 7:08 pm

The foregoing is a true copy of the proceedings of the City Council Community Health Committee Meeting on May 21, 2018.

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Chair – Councilor Gourley

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Date:



# City of Sweet Home Finance Department Monthly Report

May 2018

## Finance Activities:

- Accounts Payable:
  - 207 checks were processed for payments totaling \$930,285.92
- Passport Applications processed: 47
- Passport Photos: 32
- Lien Searches: N/A

## Utility Billing Activities:

- Service Requests processed: 255
- New customers to Sweet Home: 22 (12 own - 10 rent)
- Accounts opened: 64
- Account closed: 62

	May
UB Statements Processed	3,285
Past Due Notices Processed	934
Number of accts turned off for non-payment	83

# Bank Reconciliation

## Checks by Date

User: bneish  
 Printed: 06/07/2018 - 1:32PM  
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/2/2018	ASI-PAYROLL DEDUCTIONS		AP	5/2/2018	120.00
0	5/2/2018	NATIONWIDE-PAYROLL DEDUCTIO		AP	5/2/2018	1,550.00
0	5/2/2018	FEDERAL PAYROLL TAXES		AP	5/2/2018	18,943.14
0	5/2/2018	Vantagepoint Trf. Agents 108524/10904		AP	5/2/2018	26,009.99
0	5/2/2018	PERS		AP	5/2/2018	12,412.36
0	5/2/2018	SWEET HOME POLICE EMPLOYEE!		AP	5/2/2018	1,440.00
0	5/2/2018	AFLAC		AP	5/2/2018	866.58
0	5/2/2018	Vantagepoint Trf. Agents 705507		AP	5/2/2018	458.33
0	5/2/2018	EBS TRUST		AP	5/2/2018	75,184.80
0	5/2/2018	FIRST INVESTORS - PAYROLL DED		AP	5/2/2018	350.00
0	5/2/2018	CHILD SUPPORT ACCOUNTING UN		AP	5/2/2018	917.00
0	5/2/2018	MEDICARE		AP	5/2/2018	7,409.01
0	5/2/2018	OREGON PAYROLL TAXES		AP	5/2/2018	8,367.55
0	5/2/2018	FICA PAYROLL TAXES		AP	5/2/2018	31,098.70
0	5/2/2018	HSA - PAYROLL DEDUCTIONS		AP	5/2/2018	775.00
0	5/2/2018	Vantagepoint Trf. Agents 300619		AP	5/2/2018	3,670.00
87131	5/2/2018	JULIE FISHER		AP		80.00
87132	5/2/2018	OREGON AFSCME COUNCIL 75		AP		1,087.37
87133	5/2/2018	OREGON DEPT. OF REVENUE		AP		304.50
87134	5/2/2018	STEELHEAD STRENGTH & FITNES		AP		713.80
87135	5/2/2018	SWEET HOME COMMUNITY FOUN		AP		155.00
87136	5/2/2018	UNITED WAY		AP		40.00
87137	5/2/2018	CINDY BLONDIN		AP		14.85
87138	5/2/2018	COMCAST		AP		203.36
87139	5/2/2018	COMCAST BUSINESS		AP		1,476.52
87140	5/2/2018	CUES		AP		953.23
87141	5/2/2018	FASTENAL COMPANY		AP		31.71
87142	5/2/2018	GEO TERRA, INC.		AP		9,750.00
87143	5/2/2018	HOME DEPOT CREDIT SERVICES		AP		214.91
87144	5/2/2018	GERALD HOWARD		AP		20.00
87145	5/2/2018	JUNIOR LIBRARY GUILD		AP		54.75
87146	5/2/2018	KIP AMERICA, INC.		AP		240.00
87147	5/2/2018	MOONLIGHT BPO, INC.		AP		657.30
87148	5/2/2018	ROOTX		AP		430.49
87149	5/2/2018	SAMARITAN OCCUPATIONAL MED		AP		95.00
87150	5/2/2018	SCOTT EDWARDS ARCHITECTURE		AP		7,405.33
87151	5/2/2018	SIERRA SPRINGS		AP		47.97
87152	5/2/2018	WELLS FARGO FINANCIAL LEASIN		AP		734.00
87153	5/2/2018	WOODCHUCK TREE SVC., LLC		AP		975.00
87154	5/4/2018	911 SUPPLY		AP		98.99
87155	5/4/2018	A. E. NELSON LEATHER COMPANY		AP		281.49
87156	5/4/2018	BLACKSTONE PUBLISHING		AP		209.67
87157	5/4/2018	CASELLE, INC.		AP		196.67
87158	5/4/2018	DEMCO		AP		283.27
87159	5/4/2018	NORTHWEST NATURAL		AP		640.49
87160	5/4/2018	OREGON DEPT OF ENVIRONMENT		AP		660.00

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
87161	5/4/2018	SWEET HOME HIGH SCHOOL - DES		AP		50.00
87162	5/4/2018	TYLER TECHNOLOGIES, INC.		AP		1,755.00
87163	5/4/2018	D. MACK WALLS		AP		110.00
87164	5/4/2018	WOODCHUCK TREE SVC., LLC		AP		1,200.00
87165	5/9/2018	ACCELA, INC. #774375		AP		1,575.00
87166	5/9/2018	ALSCO		AP		308.22
87167	5/9/2018	BLACKSTONE PUBLISHING		AP		30.95
87168	5/9/2018	ELIJAH R. L. BROWN		AP		405.00
87169	5/9/2018	CARTER'S FIRE SPRINKLER MAINT		AP		447.00
87170	5/9/2018	CH2M OM SERVICES		AP		88,536.66
87171	5/9/2018	STEVE & JAN CHUMBLEY		AP		16.18
87172	5/9/2018	CITY OF LEBANON		AP		4,749.84
87173	5/9/2018	COMCAST		AP		286.29
87174	5/9/2018	COMCAST BUSINESS		AP		171.31
87175	5/9/2018	CUES		AP		1,340.89
87176	5/9/2018	DEMCO		AP		101.70
87177	5/9/2018	KIRA DENTON		AP		50.00
87178	5/9/2018	DUDE SOLUTIONS, INC.		AP		5,210.83
87179	5/9/2018	EAST LINN UTILITIES		AP		125.00
87180	5/9/2018	GATEWAY IMPRINTS, INC.		AP		350.00
87181	5/9/2018	HOY'S TRUE VALUE		AP		857.26
87182	5/9/2018	JAN HUFFORD		AP		159.95
87183	5/9/2018	HUTCHINS WELDING AND REPAIR		AP		30.00
87184	5/9/2018	INGRAM LIBRARY SERVICES		AP		300.26
87185	5/9/2018	INNOVATIVE CREDIT SOLUTIONS		AP		92.00
87186	5/9/2018	LES SCHWAB WAREHOUSE CENTE		AP		376.03
87187	5/9/2018	LINKEDIN CORPORATION		AP		2,500.00
87188	5/9/2018	LINN BENTON TRACTOR CO.		AP		4,999.00
87189	5/9/2018	LINN COUNTY TREASURER		AP		130.00
87190	5/9/2018	METEREADERS, LLC		AP		1,976.31
87191	5/9/2018	MOONLIGHT BPO, INC.		AP		2,134.01
87192	5/9/2018	NATIONAL BUSINESS SOLUTIONS		AP		163.22
87193	5/9/2018	NEOFUNDS BY NEOPOST		AP		1,000.00
87194	5/9/2018	NET ASSETS		AP		394.00
87195	5/9/2018	NEW ERA		AP		1,117.78
87196	5/9/2018	NORTHWEST CODE PROFESSIONA		AP		5,025.05
87197	5/9/2018	NORTHWEST NATURAL		AP		1,291.52
87198	5/9/2018	NORTHWEST SIGN RECYCLING		AP		5,633.75
87199	5/9/2018	OFFICE DEPOT		AP		20.38
87200	5/9/2018	OREGON DEPT OF ENVIRONMENT		AP		158,472.00
87201	5/9/2018	OREGON DEPT. OF REVENUE		AP		1,191.00
87202	5/9/2018	PACIFIC POWER		AP		21,206.86
87203	5/9/2018	RENEWED PROPERTIES, LLC		AP		151.95
87204	5/9/2018	DUKE ROHNER		AP		40.35
87205	5/9/2018	SAIF CORPORATION		AP		75.00
87206	5/9/2018	SAN DIEGO POLICE EQUIP. CO., IN		AP		5,826.37
87207	5/9/2018	SOUTH FORK TRADING CO., INC.		AP		27.99
87208	5/9/2018	SPIES REAL ESTATE GROUP		AP		70.33
87209	5/9/2018	STAPLES ADVANTAGE		AP		1,098.68
87210	5/9/2018	SWEET HOME ROTARY		AP		121.64
87211	5/9/2018	THYSSENKRUPP ELEVATOR CORP.		AP		511.27
87212	5/9/2018	TWGW, INC. NAPA AUTO PARTS		AP		931.73
87213	5/9/2018	CAROLINE VALDES		AP		15.41
87214	5/9/2018	VAN DYKE'S SIGNMAKER, INC.		AP		1,220.00
87215	5/9/2018	VERIZON WIRELESS		AP		610.16
87216	5/9/2018	WALKER HEATING & AC, INC.		AP		135.00

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
87217	5/9/2018	WELLS FARGO VENDOR FIN SERV		AP		453.93
87218	5/17/2018	RONELLE SHANKLE		AP		800.00
87219	5/17/2018	TRAILERPLUS REDMOND		AP		1,728.22
0	5/18/2018	PERS		AP	5/18/2018	54.60
87220	5/18/2018	ACCELA, INC. #774375		AP		437.50
87221	5/18/2018	ARAMARK UNIFORM SERVICES		AP		537.52
87222	5/18/2018	JOSHUA BAKER		AP		171.91
87223	5/18/2018	BLACKSTONE PUBLISHING		AP		139.42
87224	5/18/2018	BLUE HERON FARM		AP		152.00
87225	5/18/2018	BUCK'S SANITARY SERVICE, INC.		AP		348.00
87226	5/18/2018	CASCADE COMPUTER MAINTENA		AP		3,154.00
87227	5/18/2018	CENTER POINT LARGE PRINT		AP		175.56
87228	5/18/2018	CENTURYLINK		AP		1,328.16
87229	5/18/2018	CITY DELIVERY SERVICE		AP		18.95
87230	5/18/2018	CITY OF SWEET HOME		AP		185.68
87231	5/18/2018	COMCAST		AP		268.77
87232	5/18/2018	COMCAST BUSINESS		AP		886.03
87233	5/18/2018	DRIVER AND MOTOR VEHICLE SEI		AP		3.00
87234	5/18/2018	DUDE SOLUTIONS, INC.		AP		7,500.00
87235	5/18/2018	GOVERNMENTAL PORTFOLIO ADV		AP		1,250.00
87236	5/18/2018	BOBBI HYLAND		AP		41.07
87237	5/18/2018	LEAGUE OF OREGON CITIES		AP		60.00
87238	5/18/2018	LIBERTY ROCK PRODUCTS, INC.		AP		379.40
87239	5/18/2018	KEVIN MAKINSON		AP		64.68
87240	5/18/2018	CHAYHOWA MCELHINNY		AP		65.00
87241	5/18/2018	NATIONAL BUSINESS SOLUTIONS		AP		586.45
87242	5/18/2018	NATIONAL RECREATION AND PAR		AP		170.00
87243	5/18/2018	NEW ERA		AP		1,013.80
87244	5/18/2018	OFFICE DEPOT		AP		118.83
87245	5/18/2018	ONE CALL CONCEPTS		AP		90.30
87246	5/18/2018	O'REILLY AUTOMOTIVE, INC.		AP		20.60
87247	5/18/2018	OWEN EQUIPMENT COMPANY, INC		AP		664.68
87248	5/18/2018	PETROCARD		AP		2,070.31
87249	5/18/2018	RADIATOR SUPPLY HOUSE, INC.		AP		137.00
87250	5/18/2018	SANTIAM DISCOUNT VARIETY		AP		100.00
87251	5/18/2018	SENIOR CITIZENS OF SWEET HOM		AP		24,210.00
87252	5/18/2018	SHAWN SEVERNS		AP		110.00
87253	5/18/2018	SHAMROCK SUPPLY COMPANY, IN		AP		54.00
87254	5/18/2018	STANDARD INS. CO.		AP		3,804.10
87255	5/18/2018	STATE OF OREGON LOTTERY		AP		20.00
87256	5/18/2018	THE CORVALLIS CLINIC		AP		130.00
87257	5/18/2018	WALKER HEATING & AC, INC.		AP		650.00
87258	5/18/2018	WELLS FARGO FINANCIAL LEASIN		AP		49.00
87259	5/18/2018	THOMSON REUTERS WEST PAYME		AP		398.00
87260	5/18/2018	WILBUR-ELLIS COMPANY LLC		AP		104.86
87261	5/18/2018	WILDISH SAND & GRAVEL CO.		AP		135.70
0	5/30/2018	ASI-PAYROLL DEDUCTIONS		AP	5/30/2018	11.25
0	5/30/2018	OREGON PAYROLL TAXES		AP	5/30/2018	3,090.00
0	5/30/2018	FEDERAL PAYROLL TAXES		AP	5/30/2018	5,453.85
0	5/30/2018	ADVANCES		AP	5/30/2018	15,450.00
0	5/31/2018	FEDERAL PAYROLL TAXES		AP	6/1/2018	18,142.29
0	5/31/2018	MEDICARE		AP	6/1/2018	7,272.73
0	5/31/2018	AFLAC		AP	6/1/2018	866.58
0	5/31/2018	DAILY JOURNAL OF COMMERCE		AP	5/31/2018	832.60
0	5/31/2018	ASI-PAYROLL DEDUCTIONS		AP	6/1/2018	120.00
0	5/31/2018	OREGON PAYROLL TAXES		AP	6/1/2018	8,523.90

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/31/2018	Vantagepoint Trf. Agents 705507		AP	6/1/2018	458.33
0	5/31/2018	FIRST INVESTORS - PAYROLL DED		AP	6/1/2018	350.00
0	5/31/2018	Vantagepoint Trf. Agents 108524/10904		AP	6/1/2018	24,880.32
0	5/31/2018	CHILD SUPPORT ACCOUNTING UN		AP	6/1/2018	917.00
0	5/31/2018	Vantagepoint Trf. Agents 300619		AP	6/1/2018	3,670.00
0	5/31/2018	PERS		AP	6/1/2018	12,255.18
0	5/31/2018	EBS TRUST		AP	6/1/2018	69,631.03
0	5/31/2018	SWEET HOME POLICE EMPLOYEE!		AP	6/1/2018	1,440.00
0	5/31/2018	FICA PAYROLL TAXES		AP	6/1/2018	30,544.30
0	5/31/2018	NATIONWIDE-PAYROLL DEDUCTIO		AP	6/1/2018	1,550.00
0	5/31/2018	HSA - PAYROLL DEDUCTIONS		AP	6/1/2018	775.00
87262	5/31/2018	911 SUPPLY		AP		379.96
87263	5/31/2018	AMERIGAS		AP		89.99
87264	5/31/2018	ANDERSON ENTERPRISES		AP		728.81
87265	5/31/2018	BENTLEY SYSTEMS, INC.		AP		207.75
87266	5/31/2018	BLACKSTONE PUBLISHING		AP		18.95
87267	5/31/2018	BULLFROG ENTERPRISES		AP		154.14
87268	5/31/2018	CH2M OM SERVICES		AP		92,122.05
87269	5/31/2018	COMCAST		AP		203.36
87270	5/31/2018	DAY MANAGEMENT CORPORATIO		AP		1,311.75
87271	5/31/2018	JULIE FISHER		AP		29.98
87272	5/31/2018	JUNIOR LIBRARY GUILD		AP		54.75
87273	5/31/2018	KIP AMERICA, INC.		AP		240.00
87274	5/31/2018	LEHR		AP		85.98
87275	5/31/2018	LINN COUNTY TREASURER		AP		186.00
87276	5/31/2018	LITHIA MOTOR SUPPORT SERVICE		AP		256.88
87277	5/31/2018	LLOYD R. RICE TOWING SERVICE		AP		60.00
87278	5/31/2018	MOONLIGHT BPO, INC.		AP		567.04
87279	5/31/2018	NATIONAL BUSINESS SOLUTIONS		AP		97.68
87280	5/31/2018	NORTHWEST NATURAL		AP		111.24
87281	5/31/2018	O & M POINT S TIRE & AUTO SERV		AP		634.52
87282	5/31/2018	OREGON DEPT. OF REVENUE		AP		1,165.97
87283	5/31/2018	OREGON HEALTH AUTHORITY - S1		AP		195.00
87284	5/31/2018	PASTEGA COFFEE SERVICE		AP		138.16
87285	5/31/2018	PETROCARD		AP		2,670.72
87286	5/31/2018	PRIMASING MOTORS, INC.		AP		609.30
87287	5/31/2018	RESERVE ACCOUNT		AP		600.00
87288	5/31/2018	SCOTT EDWARDS ARCHITECTURE		AP		10,186.82
87289	5/31/2018	SUNBELT RENTALS, INC.		AP		993.70
87290	5/31/2018	SYNCB/AMAZON		AP		2,560.08
87291	5/31/2018	TYLER TECHNOLOGIES, INC.		AP		4,782.95
87292	5/31/2018	VALLEY OVERHEAD DOOR SALES		AP		987.75
87293	5/31/2018	VAN DYKE'S SIGNMAKER, INC.		AP		295.00
87294	5/31/2018	WELLS FARGO VENDOR FIN SERV		AP		157.93
87295	5/31/2018	BRIAN WOMACK		AP		48.12
87296	5/31/2018	OREGON AFSCME COUNCIL 75		AP		1,046.64
87297	5/31/2018	STEELHEAD STRENGTH & FITNES		AP		682.30
87298	5/31/2018	SWEET HOME COMMUNITY FOUN		AP		155.00
87299	5/31/2018	UNITED WAY		AP		40.00

Total Check Count: 207

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
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Total Check Amount:

930,285.92

CITY OF SWEET HOME  
BUDGET COMMITTEE MEETING MINUTES  
May 17, 2018

Chairman Holley called the meeting to order at 6:00 p.m. in the City Hall Annex.

Roll Call:

		Mayor Mahler	AB
Dave Holley	P	Councilor Briana	P
Derek Dix	AB	Councilor Coleman	P
Dave Journey	P	Councilor Gerson	P
Gerrit Schaffer	P	Councilor Goble	AB
		Councilor Gourley	P
		Councilor Trask	P

Staff Present: City Manager Ray Towry, Finance Director Brandon Neish, Library Services Director Rose Peda, Public Works Director Greg Springman, Community and Economic Development Director Jerry Sorte, Police Chief Jeff Lynn and Recording Secretary Julie Fisher

Media: Sean Morgan, The New Era

The purpose of the meeting was to review the proposed 2018-2019 budget for Local Option Levy Departments (Police and Library) as well as the Administrative Departments.

City Manager Towry stated that the new format is a working document and does not meet state requirements. The final document will meet state requirements.

**EXECUTIVE/LEGISLATIVE:** The funds for Executive/Legislative were reviewed. There was discussion regarding the move of a portion of the Police Chief's salary from the Police Department budget to the Executive Department – changing the FTE to 2.75. Additional funds have been added in the Training line item for HR Training for the Administrative Assistant and the City Manager. The YAC budget increased to \$2,000. It was noted the Capitol Christmas Tree line read \$93k but should only be \$15K.

**POLICE DEPARTMENT:** City Manager Towry presented two options for the Police Department Budget. The first added a new position and the second was a reorganization of current positions with no new positions added. Chief Lynn talked about the Best Practices and HR review conducted at the Police Department which identified a lack of supervision. Currently there are only 2 sergeants, 1 detective and the Chief to cover 24-hour shifts. This causes a lack of supervision and investigative capacity. Discussion ensued on the addition of new sergeants.

**Motion to move 100% of the Chief's salary back to the Police Department Operating Levy and move 100% of the Community Services/Communication Officer to the General Fund and to add one additional officer. (Gourley/Hamlin) 9 Ayes, 0 Opposed, 3 Absent (Dix, Mahler, Goble).**



**LIBRARY SERVICES:** Library Services Director Peda introduced the library services budget. There was discussion on beginning steps to remodel the library facility.

**ADJOURNMENT:** With no further business Dave Holley motioned to adjourn at 8:08 p.m.

Library Advisory Board Minutes  
May 10, 2018  
Meeting time 4:30pm

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

Motion to approve the minutes as presented for the April 12, 2018 meeting. (Motion approved 4 ayes, 0 opposed).

The Board reviewed the monthly statistics for the month of April. In reviewing the expenditure summary, Rose noticed the totals were not provided for Operating supplies (books), Utilities and Building and Grounds Maintenance. Diane asked if the Unappropriated Ending Fund balance was the amount being put in the new budget to fund the library renovation. Rose responded yes but not the entire amount. Discussion followed on the process of renovating the library.

Budget meetings are set for May 17, May 30 and possibly May 31. The Library presents on May 17<sup>th</sup>. All these meetings are 6pm.

The Library received the Trust Management Grant for about \$9,909. That grant will be to network the printing of the public access computers to the photocopier, replace the two card catalog computers and purchase the database Lynda.com. Discussion of the features of Lynda.com followed. Don suggested Rose talk to the High School that this database is available.

Rose mentioned the Fire Prevention posters hung in the library. The grand winners are not available yet.

Diane, Joy Kistner and Rose met with Ron Feist from the US Forest Service to discuss a library program to accompany the Capitol Christmas Tree. Senator Wyden, who supports rural libraries and the Library of Congress are potential partners for this program. We will connect with the 22 libraries along the Oregon Trail as the tree travels from Oregon to Washington DC.

We will be having an all Staff Meeting on May 17<sup>th</sup>. There was discussion of what was being covered during the staff meeting.

Rose explained what a "pop up library" is and asked permission to write a grant. Kevin made a motion to approve writing a grant, and Diane seconded. The vote was favorable.

Rose purchased banners for events and the summer reading promotion. The summer reading banners will be put up in front of the Library and at the East Linn Museum.

There was discussion of the change in policy on new patrons. The current policy is that for a two month period new patrons are limited to 2 items (books, magazines, books on CD or music) and 2 DVDs. Eva said that it sounds punitive. Diane stated that it immediately sets off tone of mistrust. Diane made a motion that we remove from the policy manual the 2 month limit for new patrons. Eva seconded. The vote was favorable.

Rose asked the board to consider changing the number of DVD checkouts. Currently we limit 3 DVDs per household for seven days. We are the only library in the consortium that limits DVD checkouts to 3. Most of the consortium libraries check out 5 or more DVDs. Rose proposed 5

DVDs. Eva inquired why the limit was set a 3. Rose believes it is because of the maximum fine limit set for the library cards is \$3.00. DVD fines are \$1.00 per day and if a patron returns 3 DVDs 1 day past the due date their fine will be \$3.00. Kevin inquired how many patrons return DVDs late. Also discussed was a set with multiple DVDs currently we add 3 barcodes and check the set out as 3 DVDs. Kevin made a motion to change the DVD checkout to 5 instead of 3. Don seconded. The vote was unanimous. Eva said that Rose could manage the inventory and cataloging of the DVDs.

Rose informed the Board that the Library we've asked permission to attend the Oak Heights and Hawthorne Elementary School carnivals.

Rose mentioned we will be having the artist Michael Albert, August 7<sup>th</sup>. The Australian music program will be August 8<sup>th</sup>.

Meeting adjourned 5:30pm

Next meeting June 14, 2018.

DRAFT

**QUARTERLY CIRCULATION STATISTICS  
BY ITEM TYPE**

<b>2018</b>	<b>March</b>	<b>April</b>	<b>May</b>
Auto Manuals	1	0	0
Books on CD	85	110	125
Children's Board Books	62	50	110
Children's Easy Readers	424	247	248
Children's Fiction	360	254	312
Children's Graphic Novels	127	126	116
Children's NonFiction	341	278	223
Children's Picture Books	558	420	505
Children's Ready to Read	79	90	57
DVDs	1043	967	943
Fiction	399	353	376
Magazines	71	59	79
Music CD	39	12	51
Mystery	275	292	295
New Fiction	237	219	208
New NonFiction	96	80	117
New Mystery	150	143	158
New Science Fiction	7	5	15
NonFiction	296	265	286
Northwest	12	15	23
Paperback General	11	8	13
Paperback Mystery	39	19	24
Paperback Romance	17	12	39
Paperback Westerns	6	10	11
Paperback Science Fiction	7	3	8
Science Fiction / Fantasy	16	28	28
Teen Fiction	127	90	77
Teen Graphic Novel	83	43	41
Teen NonFiction	5	3	4
Videos	0	0	0
Westerns	42	32	44
Ukuleles		6	10
<b>TOTALS</b>	<b>4595</b>	<b>5051</b>	<b>4557</b>

Statistics for March, 2018		Statistics for April, 2018		Statistics for May, 2018	
<b>PATRON ACTIVITY</b>		<b>PATRON ACTIVITY</b>		<b>PATRON ACTIVITY</b>	
OPAC Logins	230	OPAC Logins	281	OPAC Logins	241
SIP2 Logins	371	SIP2 Logins	375	SIP2 Logins	370
<b>CIRCULATION AND RENEWALS</b>		<b>CIRCULATION AND RENEWALS</b>		<b>CIRCULATION AND RENEWALS</b>	
Checkouts	3999	Checkouts	3297	Checkouts	3524
Renewals by Staff	883	Renewals by Staff	777	Renewals by Staff	779
Renewals by OPAC	169	Renewals by OPAC	156	Renewals by OPAC	254
<b>HOLDS REQUESTED</b>		<b>HOLDS REQUESTED</b>		<b>HOLDS REQUESTED</b>	
Holds by Staff	146	Holds by Staff	172	Holds by Staff	148
Holds by OPAC	129	Holds by OPAC	185	Holds by OPAC	158
<b>ACTIVE PATRONS</b>	2478	<b>ACTIVE PATRONS</b>	2477	<b>ACTIVE PATRONS</b>	2469
<b>NEW PATRONS</b>		<b>NEW PATRONS</b>		<b>NEW PATRONS</b>	
Resident	47	Resident	19	Resident	27
NonResident	5	NonResident	2	NonResident	5
<b>ITEM COUNTS</b>	36031	<b>ITEM COUNTS</b>	36174	<b>ITEM COUNTS</b>	35978
<b>PUBLIC ACCESS COMPUTERS</b>		<b>PUBLIC ACCESS COMPUTERS</b>		<b>PUBLIC ACCESS COMPUTERS</b>	
Logins this month	392	Logins this month	405	Logins this month	417
Pages printed	1179	Pages printed	690	Pages printed	706



**City of Sweet Home**  
Sweet Home Public Library  
1101 – 13<sup>th</sup> Avenue  
Sweet Home, OR 97386  
541-367-5007

## Sweet Home Public Library

# May happenings at the Library!

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### *Statistics*

Patrons checked out 3,524 items and renewed 1,033 items.

Patrons placed 306 items on hold.

Staff issued 27 new library cards to patrons and 5 nonresident cards.

417 individuals signed on to use the computers in the library and printed 706 pages.

### *Events*

With the help of the Friends of the Sweet Home Library, we received a \$2,500 grant from Spirit Mountain. The grant is for give-away books to be placed in the “Free Little Libraries”. These book will help keep kids reading all summer long. We also received a \$1,000 grant from the Linn County Cultural Coalition grant for our summer reading programs.

We hosted a number of programs in May –

- Uke Can Do It! (a fun hands-on learning session for ukulele players)
- Latin American Music with Ricardo Cardenas
- Kindergarten and first grade classes from Holley Elementary with a special guest Dr. Ivan Wolthuis who talked with the children about dental care.
- Second grade class from Holley Elementary
- Four toddler and preschool programs with a total attendance of 58 children and 28 adults.

We also “popped up” at the Oak Heights Elementary school carnival to talk with parents and children about summer reading.

We hope you had an opportunity to enjoy the “Forest Fire Prevention” posters hung in the library.

Respectfully submitted by - Rose Peda, Library Services Director  
June, 2018



# Prescription Drug Turn-In Event



## UNWANTED & EXPIRED MEDICATIONS COLLECTION FREE DROP OFF SITE SATURDAY, JUNE 23rd

Sweet Home Police Department  
SAFETY FAIR  
1950 Main Street ~ Sweet Home

9:00 am to 12:00 pm

Do you have unwanted medications around your home?

Help protect your family, your community, and the environment by properly disposing of them.

~ EVENT SPONSORS ~

City of Sweet Home

Sweet Home Police Department

Sweet Home Healthy Active Partnership

### WHAT TO BRING TO COLLECTION

- ◆ Expired or unwanted prescription medications\*
  - ◆ Unneeded over-the-counter medicines\*
  - ◆ Drugs that didn't work for you, a family member, or your pet
  - ◆ Drugs that are no longer used
  - ◆ Medicine from deceased family members
  - ◆ Unknown tablets and capsules
- (Leave all medicines in their original containers if possible)

Please do NOT bring thermometers, needles, or medical waste of any type.

For more information contact  
Gina Riley, Community Services Specialist  
Sweet Home Police Department, 541-367-5181



\*IMPORTANT NOTE: Unwanted medicines can be collected from individual households only. Medications cannot be accepted from businesses such as nursing homes, doctor's offices or any other institution or business.

The City of Sweet Home Presents

11<sup>th</sup> Annual Jim Bean Memorial

# Community Safety Fair

June 23, 2018

9:00am - 12:00pm

Sweet Home Police Department  
Parking Lot

1950 Main Street



**\*\* ALL FREE EVENT \*\***



*Free Document Shredding*

*Free Child ID Kits*

*Free Bike Inspections & Registration (bring your bike)*

*Free Bike Helmets (while they last)*

*State, County and local Police Services*

*Prescription Drug Disposal*

*K9 unit - Officer "Gemma"*

*SH Fire and Ambulance District*

*Free Hot Dogs and Drinks*

*(while they last)*

*Drawings for prizes!!*

*Much, much more!*

*FUN for the whole family!*





# MEMORANDUM



TO: Ray Towry, City Manager  
FROM: Greg Springman, Public Works Director  
DATE: June 6, 2018  
SUBJECT: Public Works Projects/Activities Report

This memorandum will provide a brief description of the various projects and activities performed by the Public Works Department. This report provides a periodic update of specific projects and activities performed by Public Works.

## Wastewater Treatment Plant Improvement Project

**Scope:** Upgrades to equipment & processes for DEQ Compliance.

**Status:** Soil borings for geotechnical engineering are complete. Upcoming events include site elevation surveying and structural condition assessment of existing structures. Workshop scheduled for June 19, 2018 to discuss site conditions, reports, vendors, and schedule site tours.

## Sankey Park Tree Removal

**Scope:** Cut and remove approximately 50 unhealthy trees at various locations throughout Sankey Park.

**Status:** Project Completed.

## Dude Solutions - Work Order Management System

**Scope:** Replace existing PubWorks database with Dude Solutions work order management system.

**Status:** Software purchased. Training completed in May 2018. Software currently utilized by PW staff. Staff to schedule demonstration for City Council.

## Sankey Park BMX Improvements

**Scope:** Improvement of BMX track infrastructure.

**Status:** Staff restored fill material inside track, staff mitigated over-grown vegetation, cleaned-up material from tree removal. Staff to order benches, picnic tables, and trash cans.

## Parks Irrigation System Improvements

**Scope:** Inspect and repair existing irrigation systems in Sankey Park, Northside Park, and Ashbrook Park.

**Status:** Staff has installed a new backflow system at Ashbrook Park, and has order all materials to install new controllers and sprinkler heads. Ashbrook scheduled for installation in June 2018. Staff installed new "upsized" water meter at Northside Park. Staff to install water meters at two pocket parks to support future irrigation.

### Weddle Bridge Inspection and Tuning

**Scope:** Inspect and maintain Weddle Bridge.

**Status:** Staff has scheduled an inspection of Weddle Bridge to certify structural integrity. Recommendations for tuning the bridge will be provided in a report following the inspection process.

### Public Works Facility Security Upgrades

**Scope:** Install security system at Public Works Facility

**Status:** Staff installed new security system at Public Works Facility. Staff is making camera adjustments as needed to ensure proper camera coverage of Public Works grounds. Staff researching alarm system for equipment yard.

### Highway 20 Median - Irrigation Repairs

**Scope:** Install new irrigation pipe Main Street median.

**Status:** Project Completed.

### DEQ - 18<sup>th</sup> Ave Groundwater Contamination Resolution

**Scope:** Support DEQ project to resolve neighborhood issue of contaminated groundwater east of 18<sup>th</sup> Ave and north of Tamarack St.

**Status:** Project is in predesign by 3<sup>rd</sup> party.

### Air/Vacuum Valve Program

**Scope:** Locate air/vacuum relief valves on city water system and prioritize recommended maintenance, to resolve distribution issues caused by air pockets.

**Status:** Temporarily on hold due to staffing shortage.

### Water Service Reconnection Program

**Scope:** On streets with redundant water mains, reconnect water services from old 2" mains to existing new larger mains and abandon redundant 2" mains.

**Status:** Plans for Elm St service reconnections complete. Ready for bid pending funding.

### 10<sup>th</sup> Ave Reservoir Leak & SCADA Relocation

**Scope:** Resolve water loss issue from leaking 1938 reservoir and relocate SCADA equipment to newer reservoir.

**Status:** The original reservoir has substantial leaks. PW Maintenance is working to isolate the tank & quantify the leak rate. The SCADA contractor is preparing a quote for relocating equipment onto the newest reservoir on 10<sup>th</sup> Ave which will provide better level data at low storage levels and allow continuance of data connection while the old reservoir is isolated/evaluated.

## Bus Shelters (collaboration w/Linn Shuttle)

**Scope:** Support Linn Shuttle grant project to install bus shelters at highway locations.

**Status:** Linn Shuttle has retained a contractor for installation and has ordered the shelters.



May 31, 2018

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

Dear Mr. Towry,

As part of Comcast's ongoing commitment to keep you informed, we want to let you know that there is an upcoming change to our channel lineup that will result in the following:

**EFFECTIVE JULY 1, 2018: On July 1<sup>st</sup> Comcast will move NFL Network from our Digital Starter package to our Digital Preferred package. You may remember that we moved NFL from Digital Preferred to Digital Starter in June of 2016 as a result of an agreement between NBC and NFL to carry Thursday Night Football. The NFL didn't renew the agreement with NBC and the rights to Thursday Night Football have gone to Fox. Consequently, Comcast will revert to our previous agreement to carry NFL on Digital Preferred.**

As always, should you have any questions, please feel free to contact me at (503) 605-6357.

Sincerely,

A handwritten signature in black ink that reads "Tim Goodman".

Tim Goodman  
Director, Government & Regulatory Affairs