

MISSION STATEMENT

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



CITY OF SWEET HOME CITY COUNCIL AGENDA

WIFI Passcode:
guestwifi

August 28, 2018, 6:30 p.m.

Sweet Home Police Department, 1950 Main Street
Sweet Home, OR 97386

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

A. Call to Order and Pledge of Allegiance

B. Roll Call:

Councilor Briana
Councilor Coleman
Councilor Gerson
Councilor Goble

Councilor Gourley
Mayor Mahler
Councilor Trask

C. Consent Agenda:

- a) Approval of Minutes: August 14, 2018 – Regular Meeting (pg. 3-7)

D. Recognition of Visitors and Hearing of Petitions:

E. Old Business:

- a) Oregon Jamboree – 2018 Review and Camping Discussion
- b) Capitol Christmas Tree – Washington D.C. Travel Discussion (pg. 8-15)
- c) Request for Council Action –New City Hall Bid Authorization (pg. 16-37)

F. New Business:

- a) Request for Council Action – Safe Routes to School Grant Application Review (pg. 38-47)
- b) Request for Council Action – RFP IT Services (pg. 48-67)
- c) Request for Council Action – Sankey Park CXT Restroom Purchase (pg. 68-76)

G. Introduction, First and Second Reading of Ordinance Bills

- a) Request for Council Action - Ordinance No. 3 for 2018 - An Ordinance Relating to Rate Increases for Solid Waste Management in the City of Sweet Home, Oregon and Repealing Sweet Home Ordinance 1261 with an Expediency Clause. (pg 77-95)

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

- a) Request for Council Action – Ordinance No. 4 for 2018 – Sweet Home Ordinance Pertaining to Council Rules and Amending SHMC Chapter 2.04 Entitled City Council. (pg 96)

I. Resolutions

- a) **Resolution No. 14 for 2018** – A Resolution Adopting the Rules of the City Council. (pg. 97-110)

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

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.

J. Reports of Committees:

Administrative & Finance/Property	Goble
Public Safety/Traffic Safety	Briana
Public Works	Mahler
Park and Tree Committee	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	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) Budget Calendar (pg. 111)
 - ii. Library Services Director
 - iii. Community and Economic Development Director
 - iv. Police Chief (pg. 112-119)
 - (1) Department Statistics
 - v. Public Works Director
 - vi. City Attorney’s Report

L. Adjournment

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

SWEET HOME CITY COUNCIL
MEETING MINUTES

August 14, 2018

Mayor Mahler called the meeting to order at 6:30 p.m. in the Sweet Home Police Department. The Pledge of Allegiance was recited.

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

Visitors Registered to Speak: Joshua Victor, Jen Victor, Lesli Temple

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

Roll Call:	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. (Goble/Gerson) Motion passed with 7 Ayes, 0 Opposed, 0 Absent

Items on the consent agenda are as follows:
Approval of Minutes: July 17, 2018 – WS
July 24, 2018 – WS
July 24, 2018 – Regular Meeting

Recognition of Visitors & Hearing of Petition:

Joshua Victor
4404 Wiley Creek
Sweet Home, OR 97386

Joshua Victor addressed the Council. The neighborhood northwest of the former Willamette Industries Mill Site was suspected to have contaminates in the ground water that has affected area wells. Mr. Victor read a petition asking that action be taken to provide water to the residents. Mr. Victor was concerned that the water DEQ was providing will no longer be available to residents and requested Council consider their requests.

The Council reviewed letters from DEQ to residents which included a Fact Sheet. The Council directed City Manager Towry to review the matter and report back to Council.

Old Business:

Request for Council Action: ODOT Project Amendment (US 20: 54th Ave to Riggs Hill)

Brendon Burbank with ODOT talked about the ODOT Project Amendment and discussed changes from the original project. There was discussion on project design. It was noted that \$400,000 was awarded from the STIP project for sidewalks from Weyerhaeuser to Riggs Hill Rd. The total cost of the sidewalks

is estimated to be \$407,792.81. The difference of \$7,792.81 would be a cost to the city.

Motion to Approve the ODOT Project Amendment Number 1 for the MTEPA US 20: 54th Avenue – Riggs Hill Road Project (Gourley/Gerson). Motion passed with 7 Ayes and 0 Opposed.

Request for Council Action: MOU Sweet Home Community Foundation.

City Manager Towry reported on the past consensus of the Council to move forward with a MOU between the City of Sweet Home and the Sweet Home Community Foundation for a partnership for Community Grants. City Manager Towry stated the draft MOU has been approved by legal counsel as well as by the Sweet Home Community Foundation.

Motion to Approve the MOU with the Sweet Home Community Foundation to administer a Community Grant Program as Presented (Gerson/Gourley). Motion passed with 7 Ayes and 0 Opposed.

New Business:

Request for Council Action – Charter Amendment Discussion

Motion to form a Charter Review Committee for the purpose of a Charter review and recommendation to City Council. (Trask/Briana). Motion passed with 7 Ayes and 0 Opposed.

Mayor Mahler stated the Charter Review Committee would be comprised of 3 At Large Citizens, 2 Past City Councilors and 2 Current City Councilors. Councilor Trask and Councilor Gerson both expressed interested in being on the committee. Past Mayor Tim McQueary also stated he would be willing to serve.

Capitol Christmas Tree Washington D.C. Trip Discussion Only

The Council discussed attending ceremonies in Washington D.C related to the Capitol Christmas Tree events. Those who indicated interest in attending were: Mayor Mahler, Councilor Trask, Councilor Gourley, and Councilor Coleman. Councilor Goble, Councilor Gerson and Councilor Briana were not considering attending. Councilor Goble stated he was opposed to spending City funds for Councilors to use for a vacation. Councilor Coleman stated the City of Sweet Home has been honored by being selected to provide the Capitol Christmas Tree.

She felt the City should be represented out of respect and attend events relating to the Capitol Christmas Tree Events. City Manager Towry added that the reimbursements would be very limited and specific. Alex Paul, reporter for the Albany Democrat, stated he would strongly caution the Council to consider Public Meeting Laws and Oregon Ethics Laws prior to planning events related to the Capitol Christmas Tree.

Introduction, First and Second Reading of Ordinance Bills:

Introduction:

Request for Council Action – Ordinance Bill No. 3 for 2018 – An Ordinance Relating to Rate Increases for Solid Waste

City Attorney Robert Snyder introduced the proposed Ordinance explaining future rates would be done by resolution and not by ordinance. The proposed ordinance would establish 8% increase in recycling rates. Councilor Gourley was concerned

Management in the City of Sweet Home, Oregon and Repealing Sweet Home Ordinance Bill No. 1261 with an Expediency Clause.

Request for Council Action – Ordinance Bill No. 4 for 2018 – Sweet Home Ordinance Pertaining to Council Rules and Amending

First Reading:

Request for Council Action – Ordinance Bill No. 4 for 2018 – Sweet Home Ordinance Pertaining to Council Rules and Amending SHMC Chapter 2.04 Titled City Council.

Second Reading:

Request for Council Action – Ordinance Bill No. 4 for 2018 – Sweet Home Ordinance Pertaining to Council Rules and Amending SHMC Chapter 2.04 Titled City Council.

Third and Final Reading of Ordinance Bills:

Resolutions:

Committee Reports:

Administration & Finance/
Property Committee

that rates increased that were not affected by the recycling crisis. There was no motion to move the Ordinance forward to first reading.

Ordinance dies for lack of motion.

City Attorney Robert Snyder introduced the request to the Council and suggested edits to the Council Rules to add “at the discretion of the Chairperson” to page 88. He also suggested that ordinances and resolutions should be signed by both the Mayor and City Manager.

Motion to move Ordinance Bill. No 4 for 2018 – Sweet Home Ordinance Pertaining to Council Rules and Amending SHMC 2.04 Titled City Council to First Reading (Gourley/Trask) Motion passes with 7 Ayes and 0 Opposed.

City Attorney Robert Snyder read in its entirety Ordinance Bill No. 4 for 2018 – Sweet Home Ordinance Pertaining to Council Rules and Amending SHMC Chapter 2.04 Titled City Council.

Motion to move Ordinance Bill. No 4 for 2018 – Sweet Home Ordinance Pertaining to Council Rules and Amending SHMC 2.04 Titled City Council to Second Reading Immediately. (Gerson/Coleman)

Roll Call Vote:

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

City Attorney read by title only Ordinance Bill No. 4 for 2018- Sweet Home Ordinance Pertaining to Council Rules and Amending SHMC Chapter 2.04 Titled City Council.

Motion to move Ordinance Bill. No 4 for 2018 – Sweet Home Ordinance Pertaining to Council Rules and Amending SHMC 2.04 Titled City Council to the Third and Final Reading (Gerson/Coleman) Motion Passed with 7 Ayes and 0 Opposed.

None

None

None

Public/Traffic Safety None

Public Works None

City Boards/Committees:

Chamber of Commerce None

Fire District None

Park & Tree Commission Councilor Trask reported a meeting August 15, 2018.

Y.A.C. Councilor Gourley announced the Youth Leadership Summit on Friday. The YAC will be doing a site clean-up on Thursday. During the event, the Rotary will be serving lunch.

Ad Hoc Committee
Community Healthcare Councilor Gourley announced the Community Health Fair on Saturday with over 50 vendors expected.

Capitol Christmas Tree Councilor Coleman reported an article in the Statesman Journal. The next meeting will be Tuesday at 10am.

Regional Boards/Committees:

Area Commission on
Transportation (ACT) None

COG None

Solid Waste Advisory
Council (SWAC) None

Mayor's Report None

City Manager's Report City Manager Towry reported a Work Session on August 28th at 5:30pm to review the Jacob's contract. CM Towry requested the Council bring their tablets to the meeting on August 28th so that Cascade Computer can update them and be sure they are working properly. There will be a training session on August 30th on the tablets. City Manager Towry announced the League of Oregon Cities Annual Conference in Eugene on September 27th thru 29th. He requested any Councilors who would like to attend the training contact him.

Department Directors Reports:

Finance Director Finance Director Neish reported a decrease in passports as the summer is winding down. There we 85 accounts that were shut off due to nonpayment in August which was up from 72 accounts in July. At the time of the report, only two accounts remain off.

Councilor Briana requested finances from Sweet Home Sanitation to include a profit/loss report from the last 3 years.
Councilor Briana also requested a monthly audit from the marijuana businesses in town.

Library Director

Library Services Director Peda shared the Sweet Home Library's Resource Sharing Cost vs. Savings.
The Summer Reading Events have been attending by over 100 children. There are three programs left, The Aztec Dancers, Dragon Puppet Theater and Jose Carlos Magic.

Community and Economic Development Director

City Manager read a report prepared by the Community and Economic Development Director Sorte. He reported the CEIP reached over 111 businesses through their outreach program and received 9 applications from 4 different businesses. Dave Bauer, Mayor Mahler, JoAnn McQueary and George Medellin make up the Grant Review Committee.

Police Chief

Chief Lynn provided statics on the Oregon Jamboree and stated he will provide additional information during the August 28th meeting.
Chief Lynn also provided a *HITA Cannabis Impact Report* for information only.

Public Works

Public Works Director Springman presented the monthly engineering report. PWD Springman talked about Key Performance Indicators (KPI).
There was discussion on bulk filling at water hydrants and solutions to potential loss of water to include a water filling station, card readers, and water meters.

City Attorney

None

Adjournment:

With no further business the meeting adjourned at 8:31 PM.

The foregoing is a true copy of the proceedings of the City Council at the August 14, 2018 regular City Council Meeting.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

STATE OF OREGON
DEPARTMENT OF JUSTICE

ATTORNEY GENERAL'S
PUBLIC RECORDS
AND
MEETINGS MANUAL



"Knowledge will forever govern ignorance.
And a people who mean to be their own governors, must arm
themselves with the power knowledge gives. A popular government
without popular information or the means of acquiring it, is but
a prologue to a farce or a tragedy, or perhaps both."
James Madison (1822)

ELLEN F. ROSENBLUM
Attorney General

November 2014

b. Subject of Meetings and Social Gatherings

The Public Meetings Law applies to all meetings of a quorum of a governing body for which a quorum is required in order to make a decision or to deliberate toward a decision on any matter. Even if a meeting is for the sole purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the governing body, the meetings law will apply.³⁰⁷ This requirement serves the policy expressed at ORS 192.620 that an informed public must be aware not only of the decisions of government, but also of “the information upon which such decisions were made.” Hence, except for on-site inspections, discussed below under Statutorily Exempt Public Meetings, information gathering and investigative activities of a governing body are subject to the law. If the requirements of the law would unduly hamper an investigation, the body could direct members to make individual reports to the governing body as discussed above under Quorum Requirements.

If a quorum of a governing body gathers to discuss matters outside its jurisdiction, it is not “meeting” within the purview of the Public Meetings

³⁰⁷ 38 Op Atty Gen 1471, 1474 (1977) (see App E); *Oregonian Publishing Co.*, 95 Or App at 505-06 (1989) (see App C); OP-6292 (see App O).

Law.³⁰⁸ In making this determination, the focus typically will be on the authority granted to the particular governing body and any written policies or directives governing that authority.

Purely social gatherings of the members of a governing body are not covered by the law. The Court of Appeals held that social gatherings of a school board, at which members sometimes discussed “what’s going on at the schools,” did not violate the Public Meetings Law.³⁰⁹ The *purpose* of the meeting triggers the requirements of the law. However, a purpose to deliberate on any matter of official policy or administration may arise *during* a social gathering and lead to a violation. Members constituting a quorum must avoid any discussions of official business during such a gathering.³¹⁰ And, they should be aware that some citizens may perceive social gatherings as merely a subterfuge for avoiding the Public Meetings Law.

Governing bodies sometimes want to have retreats or goal-setting sessions. These types of meetings are nearly always subject to the Public Meetings Law because the governing body is deliberating toward a decision on official business or gathering information for making a decision. For example, members of a commission may wish to have an informal, long-range planning session to help guide (in general terms) the future priorities of the commission. Because the discussion at such a session is very likely to lay the foundation for subsequent decisions, whether a decision on which general issues to pursue over the next year or a decision on how to approach a particular issue, it would be subject to the meetings law. Even an informal “get together” between a state commission and state legislators or the Governor would be subject to all of the requirements of the meetings law (notice, minutes, etc.), if a quorum of the commission discusses matters that are within the authority granted to that body. It does not matter that the discussion is “informal” or that no decisions are made; it is still a “meeting” for purposes of the Public Meetings Law.

³⁰⁸ 38 Op Atty Gen at 1474.

³⁰⁹ *Harris v. Nordquist*, 96 Or App 19, 771 P2d 637 (1989) (see App M).

³¹⁰ OP-6292.

Whether a governing body’s training sessions are subject to the Public Meetings Law will depend on whether any substantive issues are discussed. For example, a governing body may receive training on improving personal interaction among its members. If that training is carefully structured to avoid any discussion of official business, and no such discussion occurs, the training would not be subject to the meetings law. This is a very sensitive area, however, and public bodies should contact their legal counsel for advice.

a. Geographic Location

Meetings of the governing body of a public body must be held within the geographic boundaries of the area over which the public body has jurisdiction, at its administrative headquarters or at "the other nearest practical location." *Id.* These requirements are alternatives, which were added to deal with some small districts that maintain administrative offices, sometimes without meeting facilities, outside the boundaries of the district. If the meeting is held within the geographic boundaries over which the body has jurisdiction, the meeting need not be held at, or conveniently near, administrative headquarters. For example, a school board is free to rotate the location of its meetings among schools in its district. A joint meeting of two or more governing bodies must be held within the geographic boundaries of the area over which one of those bodies has jurisdiction, or at the nearest practical location. *Id.* If one or more governing bodies are meeting with the elected officials of one or more federally recognized Oregon Indian tribes, the meeting must be held within the geographic

PUBLIC MEETINGS

149

boundaries over which one of the bodies or one of the tribes has jurisdiction, or at the nearest practical location. *Id.*

These rules do not apply in the case of an actual emergency requiring immediate action. Additionally, the law allows governing bodies to hold "training sessions" outside their jurisdiction, as long as no deliberations toward a decision are involved. ORS 192.630(4).



DEPARTMENT OF JUSTICE

100 State Office Building
Salem, Oregon 97310
Telephone: (503) 378-4400

November 4, 1977

No. 7535

This opinion is issued in response to a question presented by the Honorable Fred Heard, State Senator.

QUESTION PRESENTED

Are information gathering sessions of the governing body of a public body "meetings" within the definition of that term in the public meetings law?

ANSWER GIVEN

Any time the governing body of a public body convenes to obtain information on anything within its jurisdiction, it is a meeting within the definition of the public meetings law. The only exception provided is for on-site program or project inspections.

DISCUSSION

In 1973, Oregon adopted a public meetings law. Oregon Laws 1973, ch 172, codified as ORS 192.610 to 192.690. ORS 192.620 states the policy behind that law:

"The Oregon form of government requires an informed public aware of the deliberations and decisions of governing bodies and the information upon which such decisions were made. It

is the intent of ORS 192.610 to 192.690 that decisions of governing bodies be arrived at openly." (Emphasis added).

All meetings of a public governing body are open to the public, except as specifically provided. ORS 192.630(1). In addition,

"No quorum of a governing body shall meet in private for the purpose of deciding on or deliberating toward a decision on any matter except as otherwise provided by ORS 192.610 to 192.690." ORS 192.630(2).

For purposes of the public meetings law, "meeting" is defined as:

". . . the convening of a governing body of a public body for which a quorum is required in order to make a decision or to deliberate toward a decision on any matter. Meeting does not include any on-site inspection of any project or program." ORS 192.610(5).

The definition of "meeting" includes gatherings where the governing body "deliberates."¹ "Deliberate" is defined by

¹

We note that the working copy of the original public meetings law bill (SB 15, 1973) defined "meeting" to include gatherings to ". . . consider any matter." Senator Edward Fadeley proposed an amendment, later adopted, to change "consider" to "deliberate toward." Senator Fadeley stated that "[T]his change comes closer to the idea of actually discussing something at a meeting." It may be argued that this change from "consider" to the possibly narrower terminology of "deliberate toward" excludes from the definition of "meeting" those gatherings where there is no actual discussion leading to a decision by the governing body. However, we believe such a construction would frustrate the express purpose of the open meeting law to keep the Oregon public aware of the "deliberations and decisions of governing bodies and the information upon which such decisions were made." (Emphasis added). ORS 192.620. As discussed below, we also believe that consideration of information upon which a decision is based falls within the meaning of the term "deliberate."

Webster's New Collegiate Dictionary (1977) as "to think about deliberately and often with formal discussion before reaching a decision;" "to ponder issues and decisions carefully." Discussing the scope of the term "deliberate" as that term is used in the California public meeting law, the California Supreme Court stated:

"Recognition of deliberation and action as dual components of the collective decision-making process brings awareness that the meeting concept cannot be split off and confined to one component only, but rather comprehends both and either.

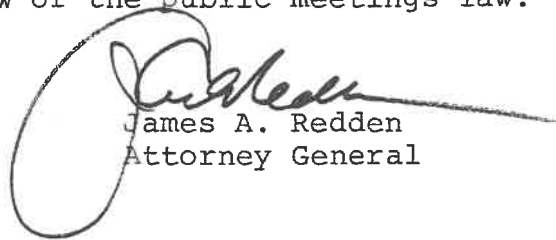
"To 'deliberate' is to examine, weigh and reflect upon the reasons for or against the choice. [citation omitted] Public choices are shaped by reasons of fact, reasons of policy or both. Any of the agency's functions may include or depend upon the ascertainment of facts. [citation omitted] Deliberation thus connotes not only collective discussion, but the collective acquisition and exchange of facts preliminary to the ultimate decision." Sacramento Newspaper Guild v. Sacramento County Bd. of Suprs., 263 Cal App 2d 41, 47-48, 69 Cal Rptr 480 (1968). (Emphasis added).

Thus, a necessary part of deliberation is obtaining facts upon which a decision will be based. Providing the public with access to the facts upon which a decision is ultimately made is an important part of the policy behind the Oregon public meetings law. As noted earlier in this opinion, that policy provides in part that:

"The Oregon form of government requires an informed public aware of the deliberations and decisions of governing bodies and the information upon which such decisions were made." (Emphasis added).

We therefore conclude that when a governing body gathers

to obtain information on a subject within its jurisdiction, it is "deliberating toward a decision" within the meaning of the Oregon public meetings law. The only exception to this rule is for on-site project or program inspections. If the governing body gathers to discuss items outside its jurisdiction, it is not "meeting" within the purview of the public meetings law. For example, if a governing body of a county gathers to hear general information from its counsel regarding the present state of the zoning law, the meeting would be public. If, however, the governing body gathers to hear general information from Jack Ramsay regarding the zone defense, it would not be a meeting within the purview of the public meetings law.



James A. Redden
Attorney General

JAR:PRR:jf



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: August 28, 2018 SUBMITTED BY: R. Towry, City Manager REVIEWED BY: R. Towry, City Manager	TITLE: Scott Edwards Architecture & City to Bid Contract Documents for construction of the New City Hall. ATTACHMENTS: New City Hall Purchasing & S EA Contract History Timeline Upcoming Project Bidding & Construction Timeline to Occupancy. S EA Cover & Bidding Information. S EA Building Plans.	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION <input type="checkbox"/> OTHER
--	--	---

PURPOSE OF THIS RCA:

Staff is requesting approval to place the previous USFS building conversion to a New City Hall building plans out to public bidding for construction, pursuant to ORS and local bidding policy.

BACKGROUND/CONTEXT:

The Council engaged the services of S|EA for a schematic design (floorplan) of the old USFS building for a New City Hall (NCH) through an informal bid process in October of 2016. S|EA was the low bidder of the three firms who submitted bids. S|EA has completed the Construction Document bid sets, including structural components with WDY Inc, which are available on the City webpage in full.

The attached files provide the history of activities in 2017 and 2018 leading up this point. A timeline of anticipated progress points to building occupancy. Also included is the Bid Documents cover sheet and Invitation to Bid information, as well as the building floor plan sets.

This next step is to now advertise the construction documents and engineered plans for public bidding to get a true understanding of actual costs. The schematic design estimate was just over \$1 million, however S|EA recognized that number may be high because they used a Portland contractor for the estimate. A local contractor should, theoretically, be less expensive.

Plan layout versions have been reviewed, modified and accepted by Council and Staff. The communication between the City and S|EA has been exceptional, with the end result being a valuable asset to the community. The current layout is an efficient configuration for interdepartmental communication, staff side utility areas, work flow, security, and functionality from front counter operations to file storage.

THE CHALLENGE/PROBLEM:

Maintaining continued progress on construction of the New City Hall remodel. With this step, a building construction contractor may be awarded based on bid returns.

STAKEHOLDERS:

- Citizens: Services to the public will be improved as all municipal functions are readily available on a single ground level floor. Multiple meeting spaces are all located within one building. And the remodel of an existing structure is less than the full cost of a new structure.

- City of Sweet Home City Council – A larger more functional Council Chambers will provide improved services both to all members, as well as the public attending meetings.
- Staff: The new City Hall building will provide more meeting space, a better interior layout, and more storage than the current building.

ISSUES & FINANCIAL IMPACTS:

1. The USFS building floor plan Council approved by consensus has been developed into engineered, construction documents. Upon Council approval, these will be advertised within the next few days for construction bids and to obtain necessary permits. Bids will be tabulated and the apparent low bidder will be submitted for contract approval.
2. Funds have been allocated within the City Budgeting Process.
3. Estimated costs are typically at the upper end of a project; however the expectation is that bids will come in less than estimates.
4. Council will have the opportunity to review the resulting bid costs and make a determination to proceed with construction at that time, or, to alter the scope of work should the bid costs be higher than anticipated.

ELEMENTS OF A STABLE SOLUTION:

Selection of a contractor and timely contract document processing will allow the construction to proceed over the winter months with an estimated mid-February completion date.

OPTIONS:

1. Do Nothing. Not selecting a building contractor would cause the project to come to a stop.
2. Authorize the bidding of the S|EA construction documents for the New City Hall remodel. Bidding the project through multiple plan centers and the DJC, will provide the broadest possible reach for potential bidders.

RECOMMENDATION:

Staff recommends Council approve a motion for option #2: Authorize the bidding of the S|EA construction documents for the New City Hall remodel.

Proceeding with bidding the construction documents will provide an accurate measure of the cost of the remodeling project. The City can then obtain permits, determine funding options and proceed with construction.

January 2016	City Council members asked staff to start looking into the purchase the old USFS building Staff called local realtors for recommendations for a realtor since the property was commercial Several local realtors recommended Bill MacHugh from Keller Williams in Albany- worked exclusively in commercial property and for governmental entities like the City of Albany
February 9, 2016	Met with Bill MacHugh at Robert Snyder's office Mayor, Robert Snyder, and Finance Director was coming back on 2/18/2016 with a contract
February 11, 2016	Met with Sid Scott regarding the feasibility of remodeling the old USFS building
March 8, 2016	Executive Session Council discussed purchasing old USFS property Low \$525,000 - Max \$800,000
April 7, 2016	Final offer negotiated at \$750,000
April 13, 2016	promissory Agreement for \$25,000 Ernest money drawn up
April 15-18, 2016	final sale agreement signed by seller & buyer for \$750,000
April 27, 2016	obtained 3 quotes for Phase I Environmental Asses't
May 2, 2016	Council approves tentative purchase of old USFS property
May 6, 2016	sent check for \$25,000 to Ticor Title to open escrow
May 11, 2016	signed Addendum to reassign purchase from Bill MacHugh to the City of Sweet Home
May 11, 2016	signed agreement with Enviro Assessment for Phase I Environmnental Assessment
May 12, 2016	signed a professional service agreement with Powell Banz Valuation to do an appraisal
May 26, 2016	held Property Committee meeting at the old USFS building for Councilors to walk thru building and property
May 31, 2016	Phase I Environmental Site Assessment Completed Enviro Assessment, P.C.

June 24, 2016	Real Estate Appraisal Report Completed Powell Banz Valuation
June 24, 2016	Hank Berg sent an email to Council requesting a survey be done on property due to some encroachments
June 30, 2016	Bill MacHugh met with the County surveyor and GIS department to discuss encroachments and get some survey information
July 6, 2016	Inspection was ordered for dry rot and bugs from Inspections Unlimited
July 6, 2016	contacted Lew Dodson (former owner) tried to get a copy of the original building plans.
July 12, 2016	City Council approved the purchase of the USFS building contingent on the inspections passing staff gave City Council some construction quotes from local contractors and prevailing wage information
July 13, 2016	Received final inspection from Inspections Unlimited
July 22, 2016	All contingencies were removed
July 22, 2016	received an Addendum Letter from Inspections Unlimited on foundation condition - appears in satisfactory condition
July 28, 2016	Property sale closed
October 1, 2017	Contacted three Architects for proposals to develop plans for the new city hall
October 26, 2017	TCMS took a look at the HVAC system on the new city hall the system is from 1985 and needs to be replaced
November 8, 2017	Council entered into a contract for Architect Service with S/EA Architects
February 27, 2018	Design Work Session, building entrances, Council & Conference Rooms.
March 13, 2018	Design Work Session, interior layout & materials.
April 10, 2018	Design Work Session, refining layout and interior materials.
June 12, 2018	Final Floor Plan Approved.
August 28, 2018	Request for Council Approval to Proceed with Bidding.



PROJECT FILE MEMORANDUM

Sweet Home Community & Economic Development Dept.
1140 12th Avenue, Sweet Home OR 97386

TEL: 541-367-6977
FAX: 541-367-6440

TO: RAY TOWRY,
FROM: JOE GRAYBILL
SUBJECT: TIME LINE FOR NEW CITY HALL (NCH)
PERMIT: NA
DATE: AUGUST 22, 2018
PROPERTY FILE: 13S 01E 33B 00101

1. Project Schedule

The work schedule below includes bidding, a pre-bid meeting, Council approval to proceed with construction, and project completion dates.

Current Date through Completion	
City Council NCH Approval to Proceed with Bidding.	<u>Aug 28th</u>
Construction advertisement on	<u>Sep 5th</u> to
Pre-Bid Walk Thru at NCH	<u>Sep 12th</u>
Architects Questions closed on	<u>Sep 19th</u>
Construction bids due	<u>Sep 26th</u>
Construction bid review by City	<u>Sep 26th</u> to <u>Oct 3rd</u>
Construction RCA to City Council	<u>Oct 3rd</u>
Construction bid acceptance by City Council	<u>Oct 9th</u>
Construction bid award	<u>Oct 10th</u>
Construction startup meetings	<u>Oct 10th</u> to <u>Oct 19th</u>
Construction start	<u>Oct 22nd</u>
Construction is to be substantially completed, Certificate of Occupancy.	<u>Feb 14th</u>
Construction completed.	<u>Feb 28th</u>
Construction Liquidated Damages	<u>Mar 1st</u> <u>Mar 15th</u>
Construction Liquidated Damages Rate Increase	<u>Mar 16th</u> to <u>Mar 29th</u>
Construction Liquidated Damages Rate Increase	<u>April 1st</u> to <u>Cert of O.</u>

PROJECT MANUAL

Sweet Home City Hall

Sweet Home, Oregon



3225 Main St.
Sweet Home, OR 97386

Project No.: 16158
Issue Date: 7/27/2018
8/20/2018 Revision 1

PRELIMINARY NOT FOR OFFICIAL USE



Digitally signed by Sid Scott
Date: 2018.08.21 08:11:02-07'00'



PROJECT DIRECTORY

Sweet Home City Hall
Sweet Home, OR

OWNER:

City of Sweet Home
1140 12th Avenue
Sweet Home, OR 97386
Ph: (541) 367-8969
Attn: Ray Towry
Email: rtowry@ci.sweet-home.or.us

ARCHITECT:

Scott | Edwards Architecture LLP
2525 E Burnside Street
Portland, OR 97214
Ph: (503) 226-3617
Attn: Andrew Kraus
Email: andrew@seallp.com

STRUCTURAL ENGINEER:

WDY, Inc.
6443 SE Beaverton Hillsdale Hwy. #210
Portland, OR 97221
Attn: Dale Diloreto
Ph: (503) 203-8111
Email: dale@wdyi.com

CONTRACTOR:

TBD
-
-
Ph: -
Attn: -
Email: -

END OF SECTION

PRELIMINARY NOT FOR OFFICIAL USE

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

**Sweet Home City Hall
Sweet Home, OR**

The **City of Sweet Home** hereby extends an Invitation to General Contractors to bid on the **Sweet Home City Hall** project located in **Sweet Home, Oregon**.

Briefly, the Sweet Home City Hall project located in Sweet Home, Oregon, consists of selective exterior and complete interior renovations to an existing 12,590 sf, 1-story, Type 5-B construction, non-sprinklered office building. The full extent of the Work is described in the Drawings and Project Manual, dated 7-27-18 (Rev. 1 8-20-18).

Sealed bids for the construction of the Sweet Home City Hall project will be received at **Sweet Home City Hall, City Manager's Office, 1140 12th Avenue, Sweet Home, Oregon 97386** until 2:00 pm local time, **Wednesday, September 26, 2018.**

Submittal of bid proposals shall be in a sealed envelope with identification plainly marked on the outside including bidder's name, project name, bid date and time. Bids shall be submitted on the prescribed Bid Form per Section 00 41 00 of the Project Manual and be accompanied by:

- First Tier Subcontractor Disclosure (two hours following bid opening)
- Bid Bond

Bid proposals shall be publicly opened and read aloud at 2:00 p.m. on September 26, 2018 at **Sweet Home City Hall, City Manager's Office, 1140 12th Avenue, Sweet Home, Oregon 97386.**

BIDDING DOCUMENTS

Bid Documents, including contract terms, conditions and specifications will be available for review and purchase beginning **September 5, 2018**. The Plan holders List will be managed by Precision Images, 900 SE Sandy Blvd., Portland, Oregon; Ph: (503) 274-2030, Fax: (503) 222-1879, www.precisionimages.com. All bidders wishing to be notified of addenda shall register their name, mailing address and fax number with one of the selected Plan Centers listed below:

- Precision Images - Virtual Plan Center
- Contractor Plan Center, Inc.
- DJC Project Center
- Salem Contractors Exchange
- Premier Builders Exchange
- Eugene Builders Exchange
- Douglas County Plan Center

Questions or requests for clarification shall be directed in writing to the Project Manager, Andrew Kraus, via email at: andrew@seallp.com, or by regular mail at: Scott Edwards Architecture 2525 E Burnside St, Portland, OR 97214. All written questions must be received by the Architect by 3:00 pm, prevailing local time, **September 19, 2018**, seven (7) calendar days prior to the Bid Due date. The Architect will determine appropriate responses, if any, and if necessary an Addendum will be issued to all plan holders of record at least three (3) calendar days prior to the Bid Due date. Any verbal response(s) obtained from any source by bidders will be considered informational and shall not be relied upon by bidders.

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

**Sweet Home City Hall
Sweet Home, OR**

PRE-BID MEETING

A mandatory pre-bid meeting will be held at the project site, 3225 Main Street, Sweet Home, OR 97386, on **September 12, 2018**, at 1:00 PM, to review the building site, discuss the scope of work and discuss project requirements. Statements made by Owner representatives at the conference are not binding on the Owner, unless confirmed by written addendum.

BID GUARANTEE

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price shall be included with the bid form. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid of assurance that the bidder will, upon acceptance of his bid execute such contractual documents as may be required within the time specified.

FIRST TIER SUBCONTRACTOR DISCLOSURE

All bidders must complete and submit the **First Tier Subcontractor Disclosure Form** per Oregon Revised Statutes (ORS) ORS 279C.370 as required by Section 00 45 21 of the Project Manual **by 4:00 p.m. on the day set for opening of bids**. The first tier Subcontractor Disclosure Form, if submitted separately, shall be submitted in a sealed envelope plainly marked on the outside with project name, bid date and time, "First Tier Subcontractor Disclosure Form", bidder's name and contractor's Oregon state CCB license number. The Owner must reject a bid as non-responsive if a bidder fails to submit the subcontractor disclosure form by the deadline.

RIGHT TO REJECT BIDS

The Owner reserves the right to waive minor informalities in the bids. In addition, the Owner may reject any bid proposal not in compliance with prescribed bidding procedures and may reject, for good cause, any and all bid proposals upon a finding of the Owner that it is in their interest to do so.

No bidder may withdraw a bid after the hour set for receipt of bids unless thirty (30) days have elapsed and the Owner has not let a contract.

INTENT TO AWARD / PROTEST PERIOD

Subsequent to opening of the bids and determination of a bid within the acceptable project budget, a **Notice of Intent to Award** will be emailed to the qualified low bidder with a copy to all other contractors submitting a bid. Bidders shall have seven (7) calendar days from the Notice of Intent to Award date within which to review the bid files (by appointment), request any clarifications, or submit a written protest. After the expiration of the seven (7) day period, and giving due consideration to any protest, the Owner shall proceed with the formal award of the Contract for Construction.

All award protests must be in writing and either mailed or hand-delivered to: City of Sweet Home, Attn: Ray Towry, 1140 12th Avenue, Sweet Home, OR 97386 and received within the protest period. The Owner shall not consider any written protest received after this deadline.

AWARD OF CONTRACT

Award will be based on the sum as indicated on the Bid Form as well as inclusion of all required

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

**Sweet Home City Hall
Sweet Home, OR**

forms.

PERFORMANCE AND PAYMENT BONDS

The successful bidder will provide performance and payment bonds each of 100% of the total contract price as required by 24 CFR 85.36(h). In lieu of a surety bond, the Owner, in its sole discretion, may permit bidder to submit cash, a cashier's check or certified check in an amount equal to the estimated total contract price.

PROJECT SCHEDULE

It is a condition of the Bid that all work on this project shall be completed no later than **129 calendar days** from Notice to Proceed (*Substantially complete February 28, 2019*), not including any extension in contract time authorized by approved Change Order. The anticipated Notice to Proceed (construction start) date is to be **October 22, 2018**. Submission of a Bid shall indicate Bidder agrees to pay as **liquidated damages**, in the amount as follows:

- Two hundred dollars (\$200) per calendar day, for days 1-15 beyond the contracted timeline.
- Four hundred dollars (\$400) per calendar day, for days 16-30 beyond the contracted timeline.
- Eight hundred dollars (\$800) per calendar day, for days 31+ beyond the contracted timeline.

Liquidated damages shall be calculated from the date of the contracted timeline completion until the General Contractor obtains the Certificate of Occupancy for the project.

PREVAILING WAGE RATES

This project is a public works project. By signing the bid, the bidder agrees to comply with the provisions of ORS 279C.800-870.

State of Oregon Bureau of Labor and Industries (BOLI) Prevailing Rate of Wage apply to all work on this project including work performed by Subcontractors.

These wage rates are included in Section 00 73 43 of the Project Manual.

ADDENDA

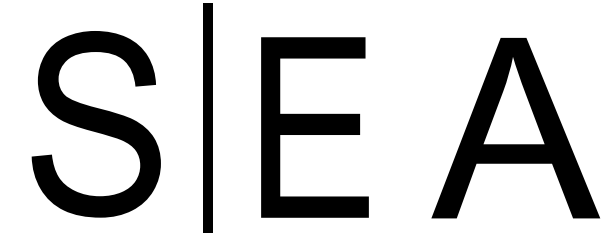
All addenda will be posted on the plan center's website. Additionally, plan centers will notify its potential bidders registered of all addenda.

END OF SECTION

SWEET HOME CITY HALL

3225 MAIN STREET

SWEET HOME, OREGON 97386



SCOTT EDWARDS ARCHITECTURE LLP

2525 E. Burnside St., Portland, OR 97214
phone:(503) 226-3617 www.seallp.com

SWEET HOME CITY HALL

3225 MAIN STREET
SWEET HOME, OREGON 97386

GENERAL NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ANY WORK AND SHALL BE RESPONSIBLE FOR ALL WORK AND MATERIALS INCLUDING THOSE FURNISHED BY SUBCONTRACTORS.
2. DIMENSIONS TAKE PRECEDENCE OVER DRAWING. DO NOT SCALE DRAWINGS TO DETERMINE ANY LOCATIONS. THE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO CONTINUING WITH WORK.
3. ALL DIMENSIONS ON PLANS ARE FROM FACE OF STUD OR CENTERLINE OF STRUCTURE UNLESS NOTED OTHERWISE.
4. ALL CONSTRUCTION SHALL COMPLY WITH THE 2014 OREGON STRUCTURAL SPECIALTY CODE AND ALL LOCAL GOVERNING BUILDING CODES AND ORDINANCES.
5. THE CONTRACTOR SHALL REPORT TO THE ARCHITECT ANY ERRORS, INCONSISTENCIES OR OMISSIONS HE MAY DISCOVER. THE CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY ERROR AFTER THE START OF CONSTRUCTION WHICH HAS NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT. THE MEANS OF CORRECTING ANY ERROR SHALL FIRST BE APPROVED BY THE ARCHITECT.
6. ALL REQUIRED CITY AND/OR COUNTY LICENSE SHALL BE ACQUIRED AND PAID FOR BY THE INDIVIDUAL TRADE.
7. THE ARCHITECT WILL REVIEW SHOP DRAWINGS AND SAMPLES FOR CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT. THE ARCHITECT'S REVIEW OF A SEPARATE ITEM SHALL NOT INDICATE APPROVAL OF AN ASSEMBLY IN WHICH THE ITEM FUNCTIONS.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, WHETHER SHOWN HEREIN OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES OF REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE EXECUTION OF THE WORK.
9. CITY APPROVED PLANS SHALL BE KEPT IN A SECURE PLACE AND SHALL NOT BE USED BY WORKMEN. THE CONTRACTOR SHALL BE RESPONSIBLE THAT ALL SUBCONTRACTORS' CONSTRUCTION SETS REFLECT SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN, IN GOOD CONDITION, ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDUMS, AND CHANGE ORDERS, ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE JOB SUPERINTENDENT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE WHILE THE JOB IS IN PROGRESS AND UNTIL JOB COMPLETION.
11. ALL DEBRIS SHALL BE REMOVED FROM THE PREMISES AND ALL AREAS SHALL BE LEFT IN A BROOM CLEAN CONDITION AT ALL TIMES.
12. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE SAFETY OF THE OCCUPANTS AND WORKERS AT ALL TIMES.
13. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS AND METHODS AND SHALL MAINTAIN THE STRUCTURAL INTEGRITY OF ANY CONSTRUCTION UNTIL ALL FINAL LATERAL AND VERTICAL LOAD CARRYING SYSTEMS ARE COMPLETED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE OR REMEDY ANY FAULTY, IMPROPER OR INFERIOR MATERIALS OR WORKMANSHIP WHICH SHALL APPEAR, WITHIN ONE (1) YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK UNDER THIS CONTRACT, U.N.O. IN THIS CONTRACT.
15. ALL ELECTRICAL, MECHANICAL AND PLUMBING WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT NEC, UMC, UPC RESPECTIVELY.
16. CONTRACTOR TO PROVIDE BACKING OR BLOCKING AS REQUIRED FOR MOUNTING ALL WALL MOUNTED SHELVES, EQUIPMENT, ACCESSORIES, CABINETS, ETC.
17. CAULK SHALL BE USED TO SEAL ALL JOINTS OF MILLWORK, TRIM, EQUIPMENT MOUNTING, WALL PENETRATIONS AND FLASHINGS TO PRODUCE A WATERTIGHT SEAL.
18. THE SITE AND BUILDINGS ARE DESIGNED TO COMPLY WITH ADA-ADAGG CODES.

GENERAL SCOPE ITEMS

H.V.A.C. BIDDER-DESIGN

ALL EXISTING H.V.A.C. SYSTEMS, EQUIPMENT AND COMPONENTS TO BE REPLACED INCLUDING, BUT NOT LIMITED TO MECHANICAL UNITS, DISTRIBUTION AND RETURN SYSTEMS (DUCTING), FINISH GRILLES AND TRIMS, AND CONTROLS.

SEE DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

PLUMBING BIDDER-DESIGN

ALL EXISTING PLUMBING FIXTURES, COMPONENTS AND PIPING WITHIN THE BUILDING FOOTPRINT TO BE REPLACED WITH NEW. FIXTURES TO MEET STATE OF OREGON AND ADA ACCESSIBILITY GUIDELINES. ASSURE (E) EXTERIOR AND/OR SITE COMPONENTS SUCH AS HOSE BIBS, ARE PROPERLY CONNECTED AND FUNCTIONING.

SEE DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

ELECTRICAL BIDDER-DESIGN

EXISTING ELECTRICAL SERVICE AND METER TO REMAIN; ALL OTHER BUILDING COMPONENTS, WIRING AND DEVICES TO BE REPLACED; INCLUDING BUILDING-MOUNTED EXTERIOR FIXTURES.

UPON AWARD OF CONTRACT, BIDDER-DESIGNER MAY PROVIDE A PROPOSAL FOR OWNER CONSIDERATION, TO RE-USE SELECT ELECTRICAL COMPONENTS AND DEVICES.

LIGHTING CONTROLS TO BE MOTION-ACTIVATED WHERE APPROPRIATE. SWITCHING AND CIRCUITING TO BE DESIGNED FOR BLDG. CODE COMPLIANCE AND EASE-OF-USE. SCHEMATIC TO BE APPROVED BY OWNER AS MEETING INTENDED OFFICE FUNCTION.

SEE DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

TELEPHONE AND DATA

WHILE TELEPHONE AND DATA SYSTEMS ARE OWNER PROVIDED AND OWNER INSTALLED, THE GENERAL CONTRACTOR SHALL COORDINATE AND PROVIDE RACEWAYS AND PULL STRINGS THROUGH ALL NON-ACCESSIBLE CONSTRUCTION (WALLS AND NON-ACCESSIBLE CEILING SPACES) AND PROVIDE BOXES AS REQUIRED.

SEE DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

SECURITY

WHILE BUILDING SECURITY SYSTEM IS OWNER PROVIDED AND OWNER INSTALLED, THE GENERAL CONTRACTOR SHALL COORDINATE AND PROVIDE RACEWAYS AND PULL STRINGS THROUGH ALL NON-ACCESSIBLE CONSTRUCTION (WALLS AND NON-ACCESSIBLE CEILING SPACES) AND PROVIDE BOXES AS REQUIRED.

SEE DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.



H.V.A.C. SYSTEM - 4-ZONE MINIMUM

OWNER-PROVIDED ITEMS

THE FOLLOWING ITEMS REPRESENT 'OWNER-PROVIDED' SYSTEMS AND SHOULD ALSO BE CONSIDERED 'OWNER-INSTALLED' UNLESS NOTED OTHERWISE.

THE GENERAL CONTRACTOR SCOPE OF WORK ON THESE ITEMS IS GENERALLY LIMITED TO:

- REVIEWING OWNER-PROVIDED PRODUCT AND INSTALLATION DATA
- PROVIDING ANY/ALL CONCEALED BACKING AND BLOCKING REQUIRED
- COORDINATING ANY/ALL ASSOCIATED SERVICES AND UTILITIES (ADDITIONAL INFORMATION MAY BE PROVIDED IN THE SCOPE OF WORK FOR OTHER DISCIPLINES WITHIN THIS DRAWING SET)
- SCHEDULING AND COORDINATION OF DELIVERY AND INSTALLATION DETAILS WITH THE OWNERS REPRESENTATIVE

ITEMS:

1. FURNITURE
2. BREAK ROOM APPLIANCES
3. MONUMENT SIGN, BUILDING SIGN, ADDRESS SIGN, ADA PARKING SIGNAGE
4. BIKE RACK
5. TELEPHONE SYSTEM, TELEPHONES AND PHONE SYSTEM HARDWARE
6. DATA SYSTEM, RACKING AND WIRING
7. BUILDING SECURITY SYSTEM, DEVICES AND WIRING
8. TV'S AND MOUNTING BRACKETS (NON CONTRACTOR-INSTALLED BLOCKING TYPICAL)

BIDDER-DESIGN ITEMS

THE FOLLOWING ITEMS ARE INCLUDED IN THE SCOPE OF WORK FOR THIS PERMIT APPLICATION, BUT THE DESIGN RESPONSIBILITY IS OUTSIDE THE SCOPE OF WORK OF THE ARCHITECT OF RECORD.

DESIGN, ENGINEERING AND PERMITTING FOR THE FOLLOWING ITEMS SHALL BE PROVIDED BY THE GENERAL CONTRACTOR (PROFESSIONAL ENGINEERING WERE REQUIRED)

CONTRACTOR SHALL PROVIDE COMPLETE DESIGN AND DOCUMENTATION AS REQUIRED FOR SUBMISSION TO, AND APPROVAL OF ARCHITECT, OWNER, AND GOVERNING BUILDING DEPARTMENT.

- ROUTE (4) COPIES OF BIDDER DESIGNED SYSTEMS DOCUMENTS TO THE ARCHITECT PER IBC SECTION 106.3.4.2
- UPON COMPLETION OF REVIEW BY THE ARCHITECT OR ENGINEER OF RECORD, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ROUTING DOCUMENTS TO PERMIT AGENCY FOR PLANS REVIEW AND PAYING ANY PLANS CHECK AND PERMIT FEES.
- IN ADDITION TO THE SYSTEMS BELOW, SEE INDIVIDUAL DISCIPLINES FOR BIDDER-DESIGN "COMPONENTS": REPRESENTING SPECIFIC ELEMENTS WITHIN A "SYSTEM" FOR WHICH THE CONTRACTOR AND/OR PROVIDER BEAR DESIGN RESPONSIBILITY.
- GENERAL CONTRACTOR SHALL COORDINATE BIDDER-DESIGNS TO ASSURE COMPATIBILITY BETWEEN TRADES (EXAMPLE: ELECTRICAL DESIGNER TO COORDINATE WITH H.V.A.C. DESIGNER TO ASSURE POWER WILL BE PROVIDED FOR ENERGIZED COMPONENTS.)

ITEMS:

1. H.V.A.C. SYSTEM, COMPONENTS AND CONTROLS
2. PLUMBING SYSTEM, COMPONENTS AND CONTROLS
3. ELECTRICAL SYSTEM, COMPONENTS AND CONTROLS
4. FIRE ALARM SYSTEM AS REQUIRED BY BUILDING CODE
5. NATURAL GAS SERVICE TO BLDG. AND EXTENSION TO (N) MECHANICAL EQUIPMENT.

ABBREVIATIONS

L	Angle	C.B.	Catch Basin	DIA.	Diameter	FIN.	Finish	I.D.	Inside Diameter	MIR.	Mirror
∅	All	C.I.	Cast Iron	DN.	Down	FLSH.	Flashing	IN.	Inches	MISC.	Miscellaneous
C	Centerline	C.J.	Calling Joist	DR.	Down	FLR.	Floor	INSUL.	Insulation	MOUN.	Mounted
#	Found or Number	DR.	Door	FLGR.	Fluorescent	FR.	Fireproof	INT.	Interior	MTL.	Metal
Ø	Diameter or Round	CAB.	Cabinet	D.W.	Dishwasher	FRF.	Fireproof	MUL.	Mullion		
AB	Anchor Bolt	CEM.	Cement	DWG.	Drawing	FRZ.	Freezer	JAN.	Janitor	(N)	New
AC	Asphaltic Concrete	CER.	Ceramic	DWR.	Drawer	FT.	Foot or Feet	JT.	Joint	(N)	North
AD	Area Drain	CL.	Centerline	(E)	Existing	FTG.	Footing	NT.	Not In Contract	N.T.S.	Not To Scale
ACOUS	Acoustical	CLG.	Caulking	(E)	Expansion Joint	FUR.	Furring	NOM.	Nominal		
ACT	Acoustic Ceiling Tile	CLOS.	Close	E.J.	Expansion Joint	FUT.	Future				
ADJ.	Adjustable	CLR.	Clear	EAC.	Each	G.B.	Grab Bar	L. or L.I.N.	Linen Closet	O.	Oven
AL	Aluminum	CNT.	Counter	ELEC.	Electrical	G.C.	General Contractor	LAB.	Laboratory	O.C.	On Center
APPROX	Approximate or Approximately	COL.	Column	ELEV.	Elevation	G.A.	Gauge	LAM.	Laminated	O.D.	Outside Diameter (Dim.)
ARCH	Architectural or Architect	CONC.	Concrete	EMER.	Emergency	GALV.	Galvanized	LAV.	Lavatory	OBSC.	Obscure
ASPH	Asphalt	CONN.	Connection	ENCL.	Enclosure	GL.	Glass or Glazing	LKR.	Locker	O.F. C.I.	Owner Furnished Contractor Installed
BD.	Board	CONSTR.	Construction	EQ.	Equal	GR.	Grade	LT.	Light	OPNG.	Opposite
BITUM.	Bituminous	CONT.	Continuous	EQUIP.	Equipment	GYP.	Gypsum	LTWT.	Lightweight	OPPP.	Opposite
BLDG.	Building	CTR.	Center	EXIST.(E)	Existing	EXP.	Exposed	EST.	Estimate	P.	Pantry
BLK.	Block	CTS.K.	Countersunk	EXT.	Exterior	H.B.	Hose Bibb	H.C.	Hollow Core	P.L.A.M.	Plastic Laminate
BLKG.	Blocking	D.F.	Douglas Fir	F.A.	Fire Alarm	H.W.	Hollow Core	H.M.	Hollow Metal	P.W.	Plaster
BM.	Beam	D.S.	Downspout	F.D.	Floor Drain	H.W.	Hardware	H.WD.	Hardwood	PL.	Plaster
BT.	Bottom	D.S.P.	Dry Standpipe	F.F.	Fire Extinguisher	H.WR.	Hardware	HNDCP.	Handicap	PL.M.	Plastic Manufacturer
		DBL.	Double	F.F.	Finish Face	HWRZ.	Horizontal	HR.	Hour	PL.WD. or P.W.	Plaster
		DEPT.	Department	F.O.	Face of Finish	HNDCP.	Handicap	HR.	Hour	PLYWD. or P.W.	PLYWOOD
		DET./DTL.	Detail	F.O.C.	Face of Concrete	HORIZ.	Horizontal	HT.	Height	PRECST.	Pre-cast
				FDN.	Foundation	HT.	Height			PT.	Point

DEFERRED SUBMITTAL ITEMS

THE FOLLOWING ITEMS ARE INCLUDED IN THE SCOPE OF WORK FOR THIS PROJECT, BUT ARE "DEFERRED" FROM REVIEW FOR THIS PERMIT APPLICATION.

ITEMS:

1. ALL ITEMS LISTED UNDER 'BIDDER-DESIGN'

ISSUE DATE	PROJECT INDEX
7-27-18	<p>KEY:</p> <ul style="list-style-type: none"> ● ISSUED FOR REVIEW / COORDINATION ■ DRAWING ISSUED FOR PERMIT / BID □ DRAWING REVISION ○ DRAWING REVISION (ISSUED VIA 8-1/2 x 11) △ REVISION NUMBER
	<ul style="list-style-type: none"> G0.1 PROJECT DATA / INDEX G1.1 BUILDING CODE SUMMARY AD0.1 DEMOLITION PLAN A1.1 SITE PLAN A2.1 FLOOR PLAN A2.2 ROOF PLAN A2.3 REFLECTED CEILING PLAN A2.4 FINISH PLAN A3.1 EXTERIOR ELEVATIONS A7.1 DETAILS A8.1 INTERIOR ELEVATIONS A8.2 INTERIOR ELEVATIONS A10.1 SCHEDULES S1.0 STRUCTURAL NOTES & SPECIAL INSPECTION S2.1 FLOOR FRAMING PLAN S2.2 ROOF FRAMING PLAN S4.1 STRUCTURAL DETAILS

PROJECT DIRECTORY

OWNER	CITY OF SWEET HOME 1140 12TH AVE SWEET HOME, OR 97386	TEL: 541 367-8989 EMAIL: rtowry@ci.sweet-home.or.us ATTN: Ray Towry
ARCHITECT	SCOTT EDWARDS ARCHITECTURE, LLP 2525 E. BURNSIDE PORTLAND, OR 97214	TEL: 503 226-3617 EMAIL: andrew@seallp.com ATTN: Andrew Kraus
STRUCTURAL ENGINEER	WDY, INC. 6443 SW BEAVERTON HILLSDALE HWY, SUITE 210 PORTLAND, OR 97221	TEL: 503 203-8111 EMAIL: dale@wdyi.com ATTN: Dale DiIoreto

PROJECT SUMMARY

THE CITY OF SWEET HOME, OREGON HAS RECENTLY ACQUIRED THIS PROPERTY AND BUILDING - FORMERLY OCCUPIED BY THE U.S. FORESTRY SERVICE. WITH RARE EXCEPTION, THE SCOPE OF THIS PROJECT FOCUSES ON THE BUILDING INTERIOR.

AT SOME TIME IN THE RECENT PAST, THE BUILDING INTERIOR HAS EXPERIENCED WATER DAMAGE. IN ITS CURRENT STATE, APPROXIMATELY 40% OF EXISTING GYPSUM WALLBOARD AND BUILDING INSULATION HAVE BEEN REMOVED, ALONG WITH A SIGNIFICANT AMOUNT OF SUSPENDED CEILING. SIMILARLY, MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS HAVE BEEN PARTIALLY REMOVED. POTENTIAL BIDDERS ARE STRONGLY ENCOURAGED TO REVIEW EXISTING CONDITIONS.

THE NEW SCOPE OF WORK, AS DEFINED IN THESE DOCUMENTS, IS INTENDED TO RESULT IN A FULLY REMODELED (WITH ONE EXCEPTION), MOVE-IN READY FACILITY, COMPLYING WITH ALL APPLICABLE BUILDING AND ACCESSIBILITY CODE REQUIREMENTS.

THE EXCEPTION TO 'FULLY REMODELED' IS IDENTIFIED IN THE DOCUMENTS AS A 'LIMITED SCOPE' AREA, WHICH IS TO BE DEVELOPED TO A "VANILLA SHELL" FOR FUTURE TENANT DEVELOPMENT. HEREBY DEFINED AS: INSULATED, TAPED WALLS, READY TO PAINT. ELECTRICAL OUTLETS, BUT NO CEILING OR LIGHTING. HVAC SYSTEM, NOT INCLUDING DUCT WORK AND FINISH GRILLES.

BUILDING UTILITY SERVICES ARE CURRENTLY CONNECTED AND FUNCTIONAL, INCLUDING SANITARY, WATER AND POWER. NATURAL GAS IS TO BE EXTENDED TO THE BUILDING WITHIN THIS SCOPE OF THIS WORK, TO FUEL NEW MECHANICAL EQUIPMENT. DESIGN FOR, AND EXTENSION AND DISTRIBUTION OF THESE SERVICES THROUGHOUT THE BUILDING ARE TO BE COMPLETED AS 'BIDDER-DESIGN' ELEMENTS, BASED ON THE DESIGN INTENT INDICATED BY THESE DOCUMENTS.

GRAPHIC SYMBOLS

	ROOM NUMBER		GRIDLINE BUBBLE
	DOOR NUMBER		ELEVATION MARKER
	HM FRAME TYPE		INTERIOR ELEVATION MARKER
	KEYNOTE		BUILDING SECTION MARKER
	BUILDING ASSEMBLY TAG SEE BUILDING ASSEMBLY SCHEDULE ON A0.1		EXTERIOR ELEVATION MARKER
	FINISH TAG - SEE FINISH SCHEDULE		DETAIL MARKER
	REVISION NUMBER		

Drawing:

PROJECT DATA

Job No: 16158

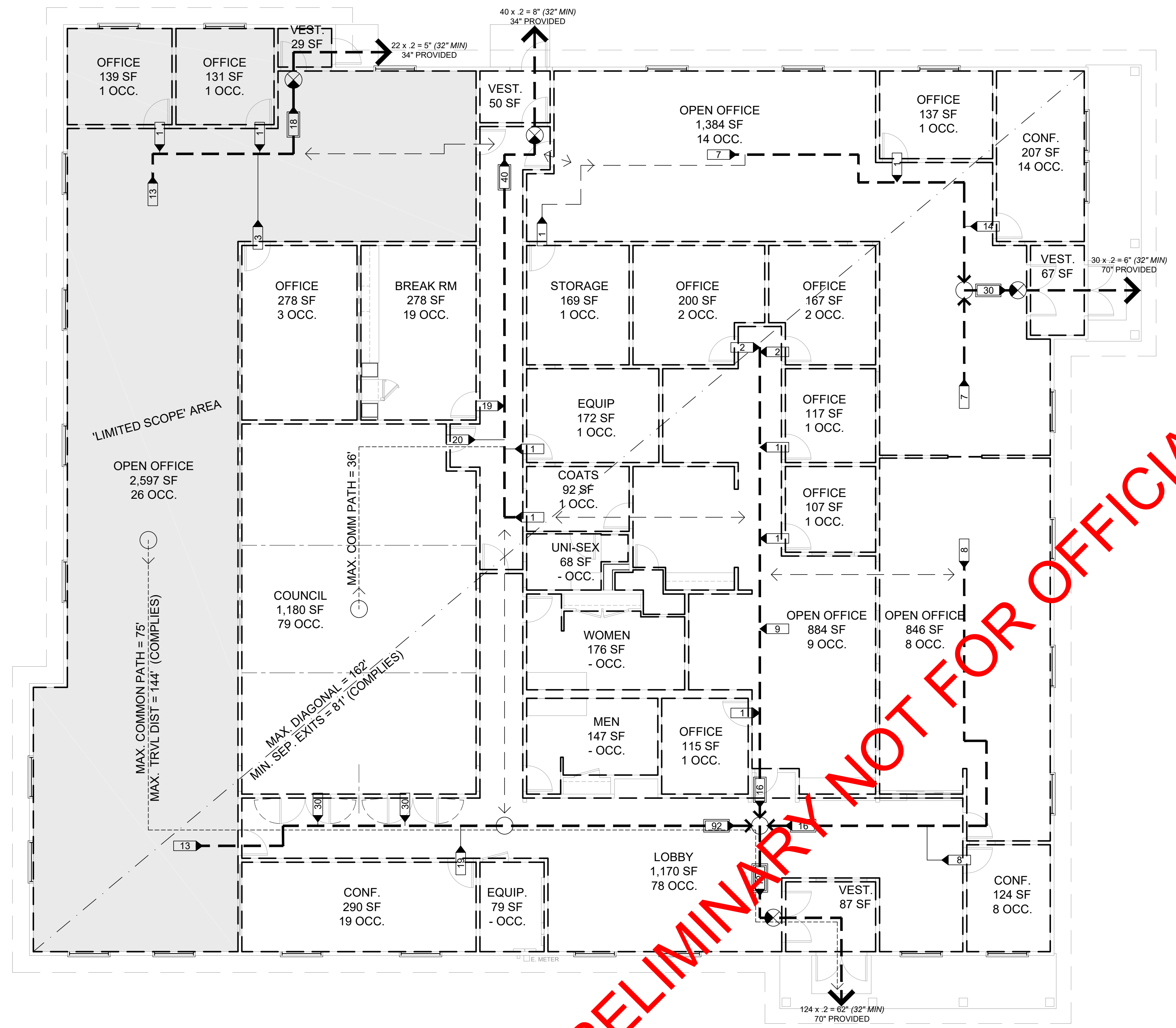
Date: JULY 27, 2018

Drawn By:

Checked By:

Sheet No:

G0.1



1 BLDG. CODE ASSESSMENT
1/8" = 1'-0"
NORTH

Sweet Home City Hall - Code Review		Project Number: 16158	7/30/2018	S E A				
Applicable Codes:		2014 Oregon Structural Specialty Code	2014 Oregon Energy Efficiency Specialty Code					
		2014 Oregon Electrical Specialty Code	2014 Oregon Plumbing Specialty Code					
		2014 Oregon Mechanical Specialty Code	2014 Oregon Fire Code					
		2009 ICC/ANSI A117.1						
Chapter 3 - Use and Occupancy Classification								
Occupancy:	A-3 Council	B Office						
Chapter 5 - General Building Heights and Areas								
Proposed Building Area - First Floor								
Existing Building Area - First Floor	12,612 SF							
New Building Area - First Floor	0 SF							
Total Building and Exterior Covered Area - First Floor	12,612 SF							
Table 503 Allowable Building Height in Feet		Table 503 Allowable Number of Stories Above Grade Plane						
Occupancy	Type VB	Occupancy	Type VB					
A-3, B	40'-0"	A-3	1 Story					
		B	2 Stories					
Proposed Height in Feet	16'-0"	Proposed Number of Stories	1 Story					
Section 506 Building Area Modifications								
Occupancy Types: A-3, B. Const Type: V-B. Sprinklered: Yes. Multiple Occupancies: Accessory Occupancies.								
B Occupancy (Non-Separated)								
Aa	=	At	+	[At x If] + [At x Is]				
Aa	=	9,000 SF	+	[9,000 SF x 0.75] + [9,000 SF x 0]				
Aa	=	15,750 SF						
Proposed Area	=	11,432 SF						
Building Area	OK	=	Proposed Area ≤ Allowable Area	= 11,432 SF ≤ 15,750 SF				
A-3 (Accessory Occupancies)								
Total Building Area - First Floor	12,612 SF							
Allowable Accessory Area (10%)	1,261 SF							
Proposed A-3 Accessory Area	1,180 SF							
Total Proposed Accessory Area	1,180 SF							
Building Area	OK	=	Proposed Area ≤ Allowable Area	= 1,180 SF ≤ 1,261 SF				
508.2.4 Separation of Occupancies - No separation is required between accessory occupancies and the main occupancy.								
Chapter 6 - Types of Construction								
Table 601 - Fire-Resistance Rating Requirements for Building Elements		Table 602 - Fire-Resistance Rating Requirements for Exterior Walls Based on Fire Separation Distance						
Building Element	Type V-B Rating	Fire Separation Distance = x	Type of Construction	Group A, B				
Primary Structural Frame	0 HR	X < 5'	Type V-B	1 HR				
Bearing Walls	0 HR	5' ≤ X < 10'		1 HR				
Exterior	0 HR	10' ≤ X < 30'	Type V-B	0 HR				
Interior	0 HR	30' ≤ X		0 HR				
Non-Bearing Interior Walls	0 HR			0 HR				
Floor Construction	0 HR							
Roof Construction	0 HR							
Chapter 8 - Interior Finishes								
803.1.1 Interior Wall and Ceiling Finish Materials		Table 803.9 - Interior Wall and Ceiling Finish Requirements by Occupancy						
Class	Flame Spread Index	Smoke-Developed Index	Interior Exit Stairways, Ramps, and Exit Passageways	Corridors & Enclosure for Enclosed Spaces				
Class A:	0 - 25	0 - 450	A	A				
Class B:	26 - 75	0 - 450						
Class C:	76 - 200	0 - 450						
Chapter 10 - Means of Egress								
1004.1 - Design Occupant Load								
Occupancy	1ST FLOOR							
A-3	79 OCC							
B	211 OCC							
Total	290 OCC							
1005.3 Required Capacity Based on Occupant Load								
Stairways	3 inch X Occ Load							
Other	2 inch X Occ Load							
1006.1 Illumination Required - The means of egress, including the exit discharge, shall be illuminated at all times the building space served by the means of egress is occupied.								
1006.2 Illumination Level - The means of egress illumination level shall not be less than 1 footcandle at the walking surface.								
Table 1014.3 - Common Path of Egress Travel								
Occupancy	Without Sprinkler System (feet)							
	≤ 30 OCC	> 30 OCC						
B	100'	75'						
A-3	75'	75'						
Table 1015.1 - Spaces with One Exit or Exit Access Doorway: Maximum Occupant Load								
Occupancy A, B, F: 49 Occupants								
Table 1016.2 - Exit Access Travel Distance:								
Occupancy A, B: 200 feet								
1018.4 - Dead Ends - Where more than one exit or exit access doorway is required, the exit access shall be arranged such that there are no dead ends in corridors more than 20 feet in length.								
Chapter 29 - Plumbing Systems								
Table 2902.1 - Minimum Number of Required Plumbing Fixtures								
Occupancy	Occupants / Sex	Water Closets		Lavatories		Bathrooms/ Showers	Drinking Fountains	
		Male	Female	Male	Female			
A-3	40 OCC	Per Table	1 per 125	1 per 65	1 per 200	-	1 per floor	
		Required	0.32 WC	0.62 WC	0.20 Lav	0.20 Lav	-	1 DF
B	106	Per Table	1 per 25 for the first 50, and 1 per 50 for the remainder exceeding 50	1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80	-	-	-	
		Required	3.12 WC	3.12 WC	2.33 Lav	2.33 Lav	-	-
Total Required		3 WC	4 WC	3 Lav	3 Lav	0 Bath / Shwr	1 DF	
Allowable Number of Urinals*		1 WC	2 Urinal					
PROPOSED NUMBER OF PLUMBING FIXTURES								
Total Proposed Number of Fixtures		2 WC	1 Urinal	4 WC	3 Lav	3 Lav	0 Bath / Shwr	2 DF
* Urinals may replace water closets at a ratio of 1 urinal per 2/3 water closets. Unisex Shower Room used in female fixture count.								

S|E|A
SCOTT EDWARDS ARCHITECTURE LLP
2525 E. Burnside St., Portland, OR 97214
phone:(503) 226-3617 www.seallp.com

SWEET HOME CITY HALL

3225 MAIN STREET
SWEET HOME, OREGON 97386

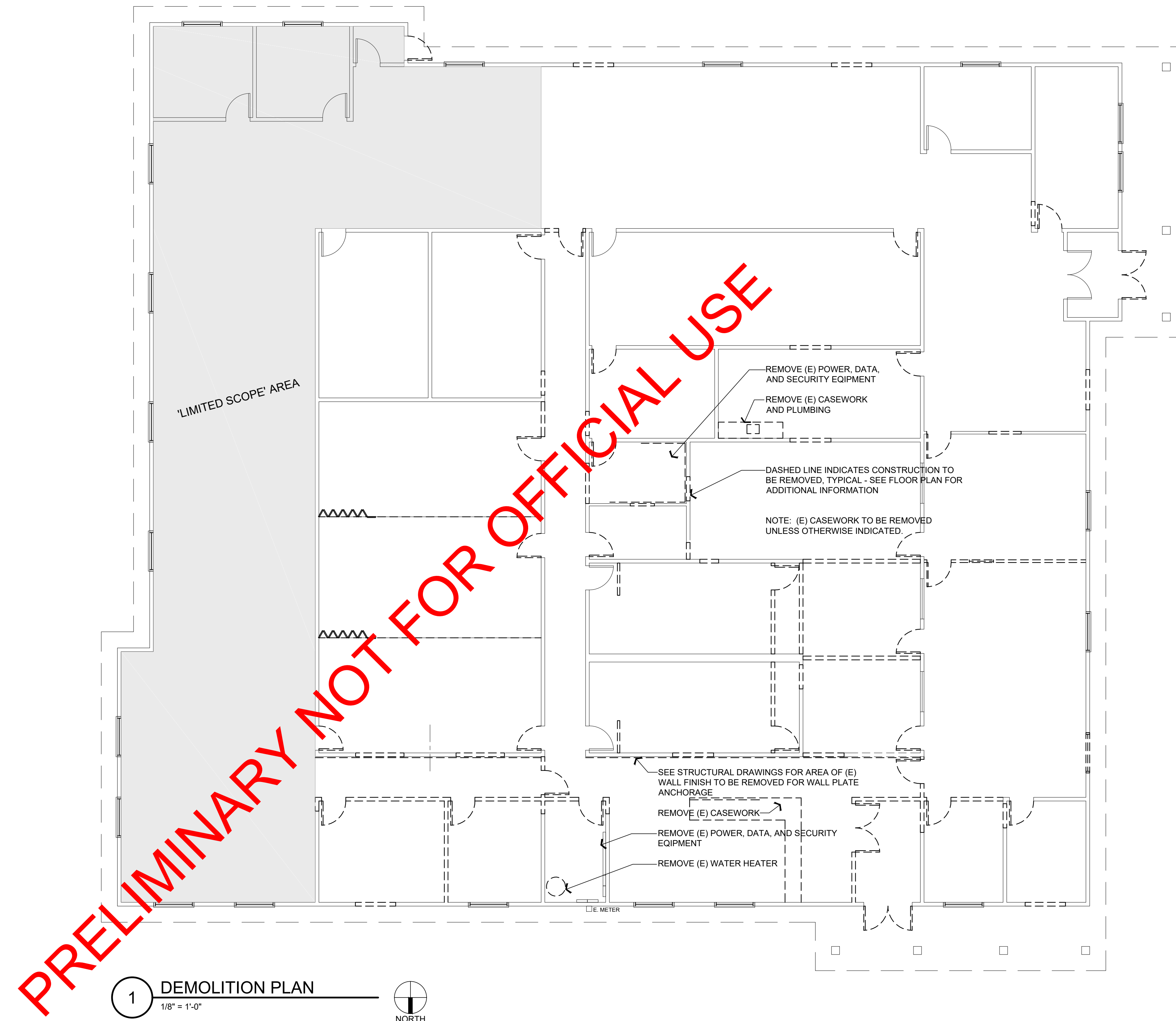
Drawing:
BLDG. CODE SUMMARY

Job No: 16158
Date: JULY 27, 2018
Drawn By:
Checked By:
Sheet No:

G1.1
City Council Packet 08-28-18 pg.27

SWEET HOME CITY HALL

3225 MAIN STREET
SWEET HOME, OREGON 97386



1 DEMOLITION PLAN
1/8" = 1'-0"



Drawing:
DEMOLITION PLAN

Job No: 16158

Date: JULY 27, 2018

Drawn By:

Checked By:

Sheet No:

SWEET HOME CITY HALL

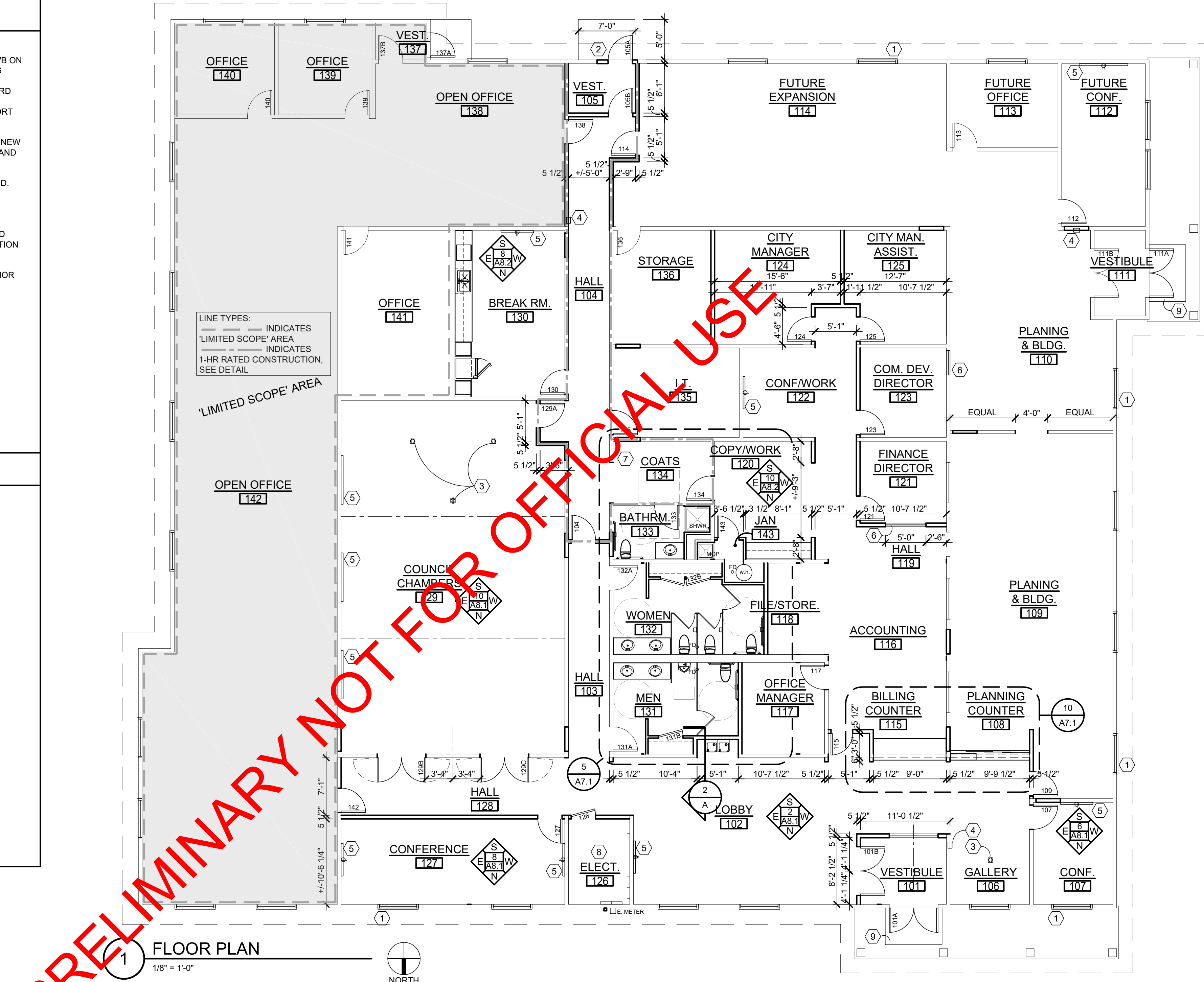
3225 MAIN STREET
SWEET HOME, OREGON 97386

GENERAL NOTES:

1. TYPICAL INTERIOR WALL CONSTRUCTION TO CONSIST OF 5/8" TYPE "X" GWB ON EA. SIDE OF STUDS AT 16" O.C. W/ ACOUSTICAL BATT INSULATION, UNLESS OTHERWISE INDICATED. PROVIDE MOISTURE-RESISTANT GWB AT ALL PLUMBING WALLS AND WET LOCATIONS. SUBSTITUTE TILE BACKER-BOARD AT TILE LOCATIONS. EXTEND FRAMING AND INSULATION TO STRUCTURE ABOVE. EXTEND GWB 6" MINIMUM ABOVE A.C.T. OR AS REQ. FOR SUPPORT OF INSULATION.
2. PATCH AND REPAIR GWB AS REQUIRED BY EXISTING CONDITIONS AND/OR NEW WORK. UPON COMPLETION, ALL GWB SHALL BE FULLY FINISHED, PRIMED AND PAINTED UNLESS OTHERWISE INDICATED.
3. EXISTING ROOF AND CRAWL SPACE ARE ASSUMED TO BE FULLY INSULATED. MAINTAIN AND/OR REPLACE INSULATION AND/OR VAPOR BARRIER AS WARRANTED BY NEW WORK.
4. CONTRACTOR TO VERIFY CONDITION OF EXISTING FLOOR STRUCTURE AND SUBSTRATE PRIOR TO INSTALLING NEW FLOOR FINISHES. SEE SPECIFICATION FOR STANDARD PREP. REQUIREMENTS.
5. PROVIDE AND INSTALL NEW WINDOW BLINDS AT ALL WINDOWS AND INTERIOR RELITES. (PRIVATE OFFICE SIDE)

KEYNOTES:

1. REPLACE (E) WINDOW W/ (N) OPERABLE WINDOW, TEMPERED GLASS PER BLDG. CODE REQUIREMENTS.
2. REPLACE (E) WINDOW W/ (N) EXTERIOR DOOR, CONC. STOOP AND CANOPY ABOVE. PROVIDE ACCESSIBLE PATH TO (E) SIDEWALK.
3. PROVIDE NEW FLOOR-TYPE ELECTRICAL AND DATA OUTLET.
4. FIRE EXTINGUISHER - VERIFY LOCATION WITH FIRE OFFICIAL PRIOR TO INSTALLATION.
5. WALL-MOUNT T.V. LOCATION - PROVIDE SOLID-BLOCKING, POWER AND PATHWAY FOR DATA CONNECTION. T.V. AND MOUNTING HARDWARE BY OWNER.
6. RELITE LOCATION - SAFETY GLAZING IN WOOD JAMBS TO MATCH EXISTING RELITES.
7. COAT ROD AND SHELF.
8. ELECTRICAL ROOM LAYOUT TO BE DETERMINED BY BIDDER-DESIGN ELECTRICAL DESIGNER.
9. REPLACE (E) WALK-OFF MAT - SEE FINISH PLAN



PRELIMINARY NOT FOR OFFICIAL USE

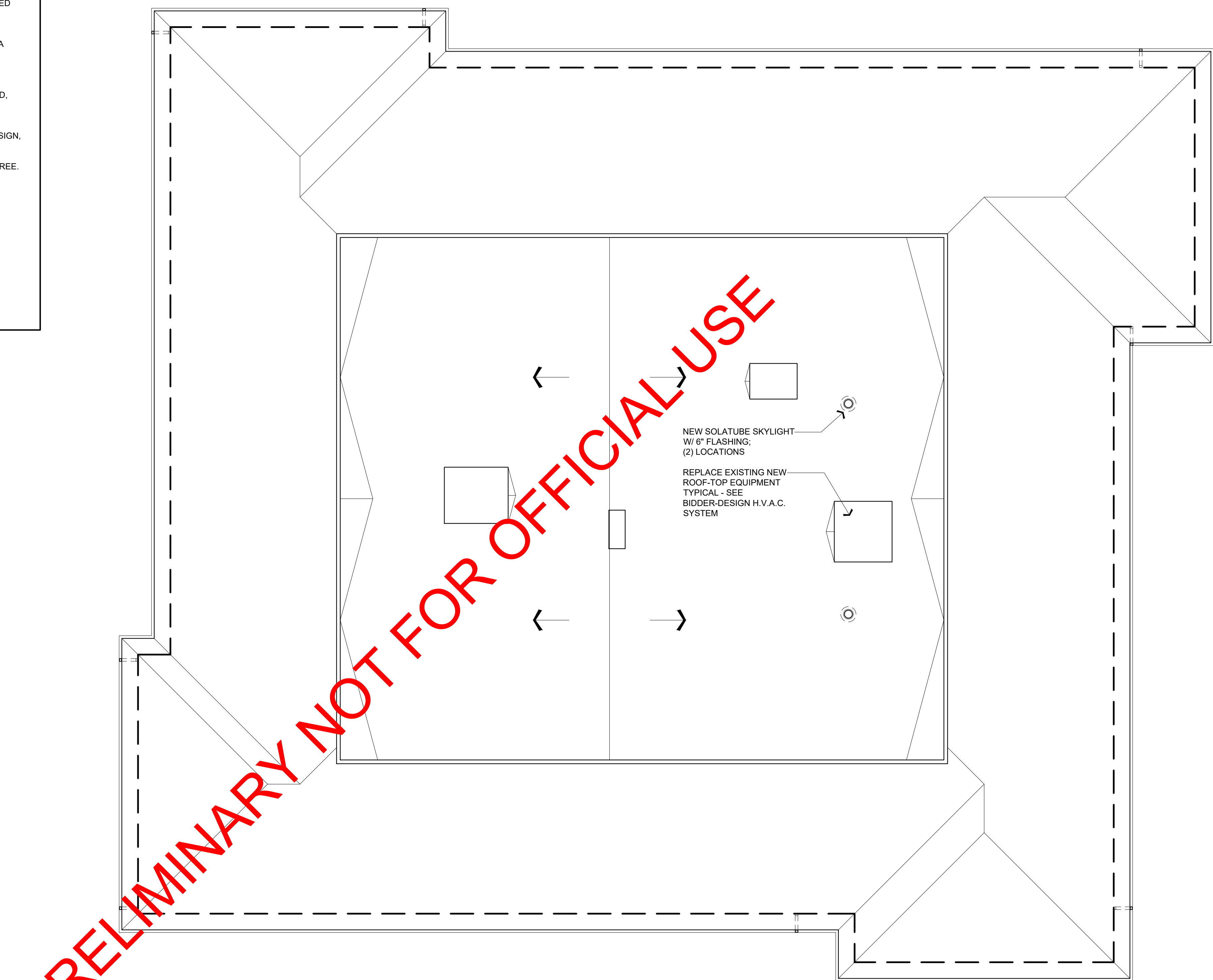
1 FLOOR PLAN
1/8" = 1'-0"
NORTH

Drawing:
FLOOR PLAN

Job No: 16158
Date: JULY 27, 2018
Drawn By:
Checked By:
Sheet No:

GENERAL NOTES - ROOF

1. NEW SCOPE OF WORK IS GENERALLY LIMITED TO MODIFICATIONS REQUIRED BY NEW BIDDER-DESIGN MECHANICAL EQUIPMENT AND NEW SOLATUBE SKYLIGHTS.
2. CONTRACTOR SHALL REVIEW EXISTING ROOF CONDITIONS AND PROVIDE A CONDITION SUMMARY TO THE OWNER PRIOR TO BEGINNING WORK.
3. REUSE OF EXISTING ROOF CURBS IS ENCOURAGED WHEN POSSIBLE.
4. NEW ROOF OPENINGS AND/OR FRAMING MODIFICATIONS WILL BE ALLOWED, UPON REVIEW AND ACCEPTANCE OF OWNER.
5. ANY/ALL LOADS EXCEEDING EXISTING CONDITIONS AND/OR ANY/ALL MODIFICATIONS OF EXISTING BUILDING STRUCTURE SHALL BE BIDDER-DESIGN, WITH ENGINEERING AS REQUIRED.
6. UPON COMPLETION OF WORK, ROOF SHALL BE LEFT CLEAN AND DEBRIS-FREE.



1 FLOOR PLAN
1/8" = 1'-0"
NORTH

SWEET HOME CITY HALL

3225 MAIN STREET
 SWEET HOME, OREGON 97386

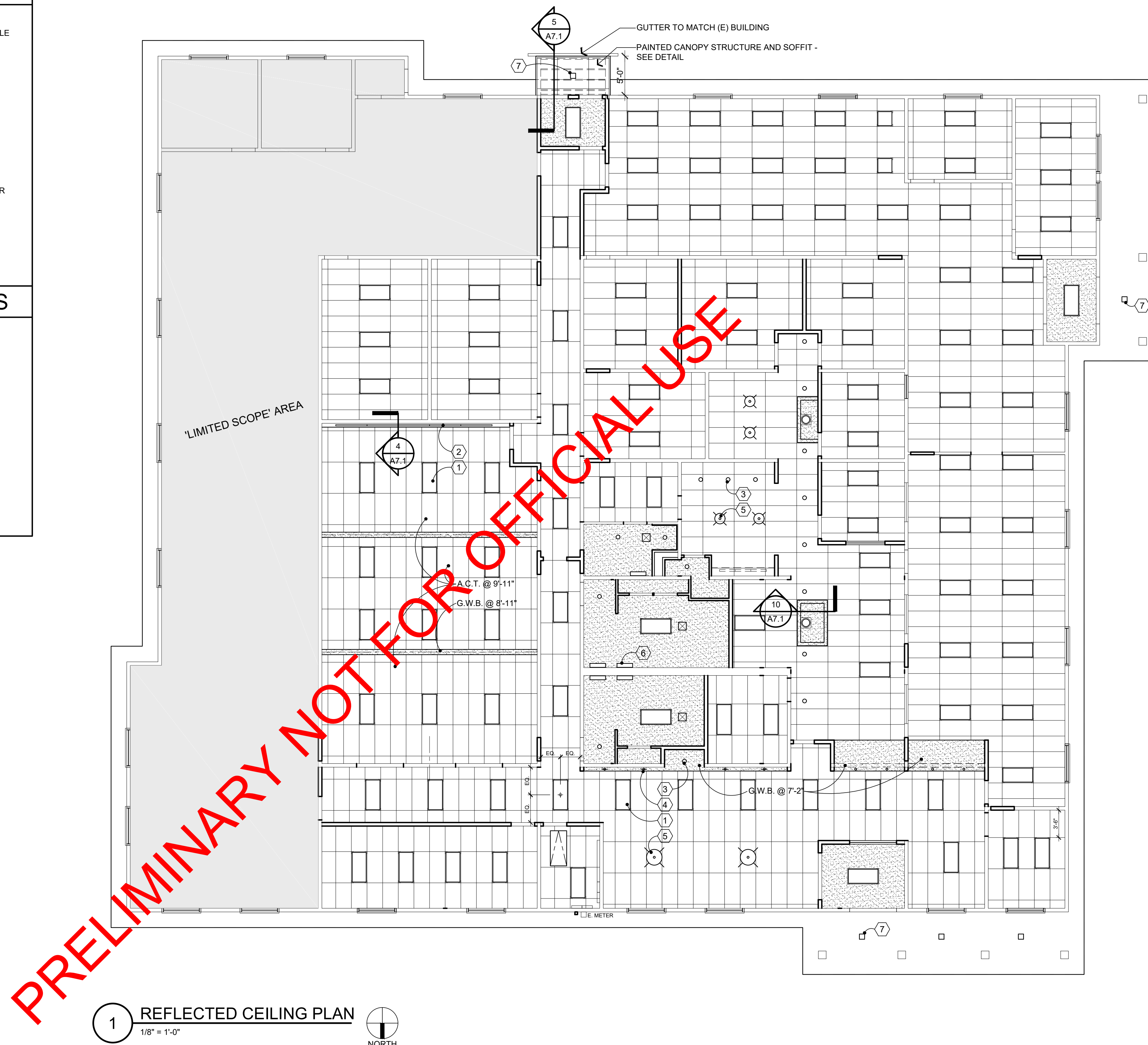
GENERAL NOTES - REF. CLNG.

1. NEW SCOPE OF WORK PROVIDES NEW SUSPENDED ACOUSTICAL CEILING TILE (A.C.T.) AND NEW GWB CEILING FINISHES WHERE INDICATED.
2. CEILING TILE LAYOUT AND LIGHTING LAYOUT IS SCHEMATIC AND MAY BE MODIFIED BASED ON BIDDER-DESIGN LIGHTING LAYOUT.
3. CEILING DIFFUSERS WILL BE ADDED TO LAYOUT, BASED ON BIDDER-DESIGN H.V.A.C. DESIGN. LIGHTING DESIGN WILL GENERALLY TAKE PRIORITY OVER DIFFUSER LAYOUT.
4. CEILING HEIGHTS TO BE AT 8'-0" ABOVE FINISH FLOOR (A.F.F.) UNLESS OTHERWISE INDICATED.
5. SEE SPECIFICATION FOR ADDITIONAL INFORMATION, INCLUDING A.C.T. AND LIGHT FIXTURE SEISMIC RESTRAINT.
6. DIMENSIONS, WHERE INDICATED, ARE INTENDED TO LOCATE A.C.T. GRID FOR LAYOUT INDICATED.

① KEY NOTES - FIXTURE TYPES

FIXTURE TYPES ARE TYPICAL; SIMILAR SYMBOL = SIMILAR FIXTURE TYPE

1. 2X4 LAY-IN: SIM. TO FLUXWERX, TRANSOM SERIES
2. SLIM-LINE, LINEAR WALL-WASH FIXTURE FOR COVE INSTALLATION
3. RECESSED CAN LIGHT
4. RECESSED WALL-WASH CAN LIGHT
5. CEILING MOUNT DECORATIVE PENDANT: SIM. TO VISA LIGHTING, MODEL #CM2000, BRONZE MATTE FINISH
6. WALL-MOUNT VANITY LIGHT: SIM. TO TECH LIGHTING, SAGE 13 WALL/BATH, SATIN NICKEL FINISH
7. EXTERIOR DOWN-LIGHT, STYLE SIMILAR TO EXISTING



① REFLECTED CEILING PLAN
 1/8" = 1'-0"



Drawing:
 REFLECTED
 CEILING PLAN

Job No: 16158

Date: JULY 27, 2018

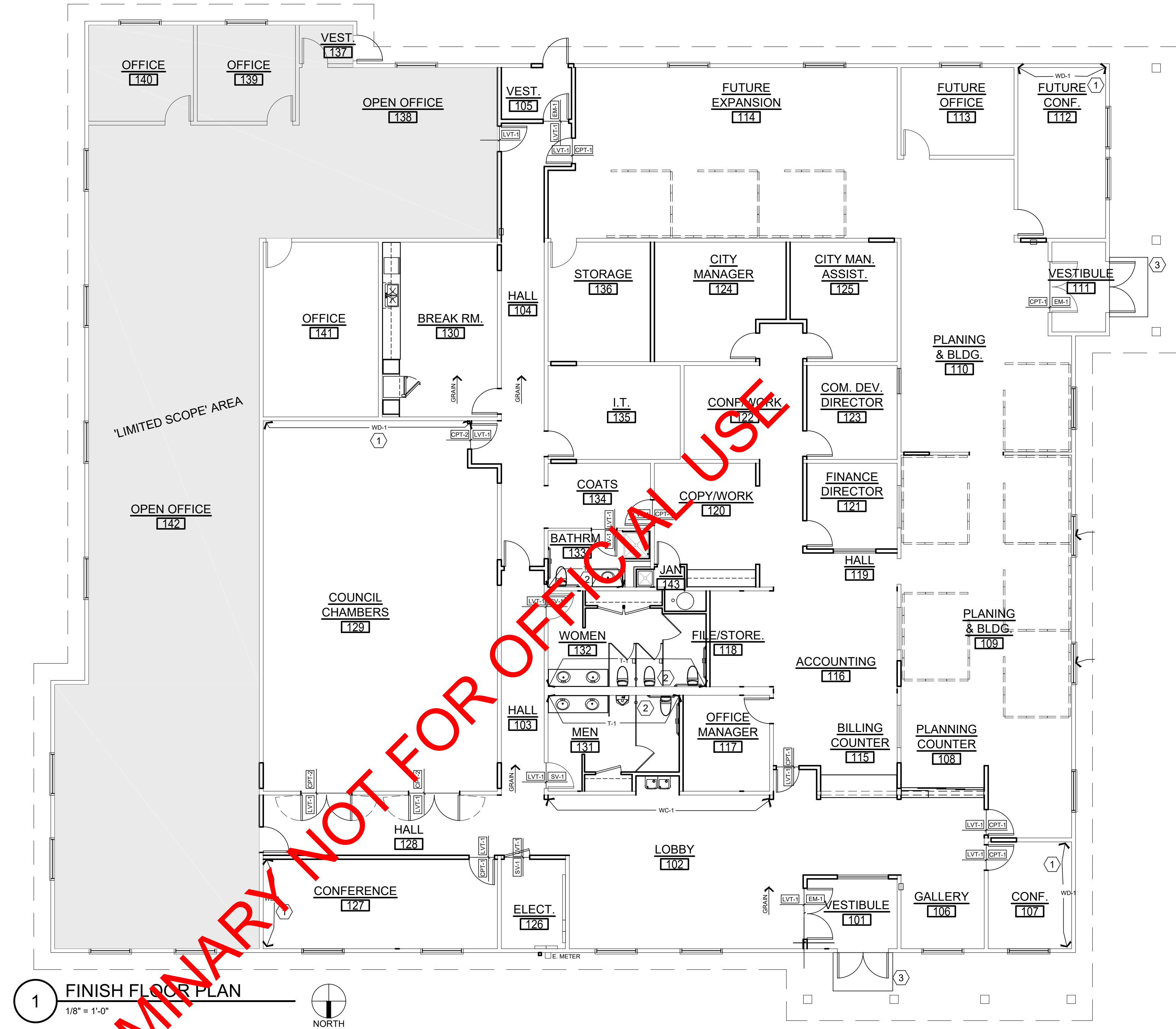
Drawn By:

Checked By:

Sheet No:

SWEET HOME CITY HALL

3225 MAIN STREET
 SWEET HOME, OREGON 97386



1 FINISH FLOOR PLAN
 1/8" = 1'-0"
 NORTH

GENERAL NOTES

1. PT-1 ON ALL INTERIOR WALLS U.N.O.
2. PT-2 ON ALL GYB CEILINGS U.N.O.
3. WHERE WALL TILE OCCURS, TO BE FULL HEIGHT.
4. NO RUBBER BASE WHERE FULL HEIGHT TILE OCCURS.
5. NO RUBBER BASE WHERE WOOD CLADDIED WALLS OCCURS.
6. 6" SHEET VINYL COVE BASE AT RESTROOMS.
7. PROVIDE POWER AND BLOCKING FOR TV LOCATIONS.
8. REFER TO SPECS FOR ADDITIONAL FINISH INFORMATION.

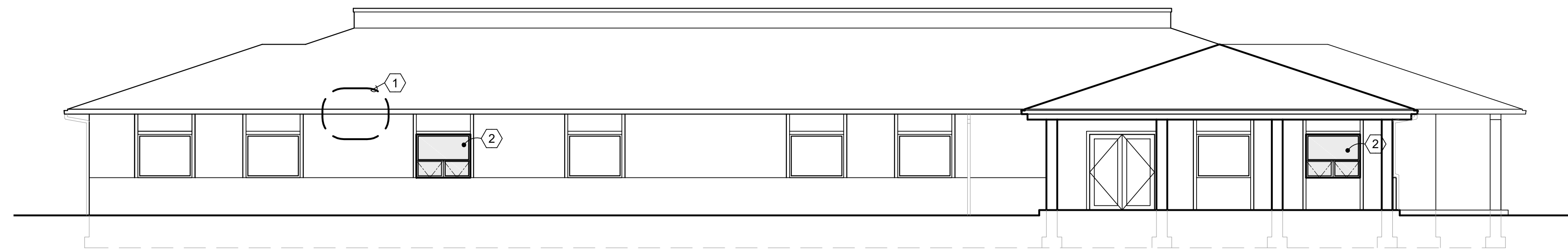
KEYNOTES:

SYMBOL	DESCRIPTION
(1)	(WD-1) FULL HEIGHT WOOD CLADDING AT WALL
(2)	(T-1) FULL HEIGHT TILE AT WALL
(3)	REPLACE (E) EXTERIOR, RECESSED, WALK-OFF ENTRY MAT WITH NEW. (SIM. TO (E))

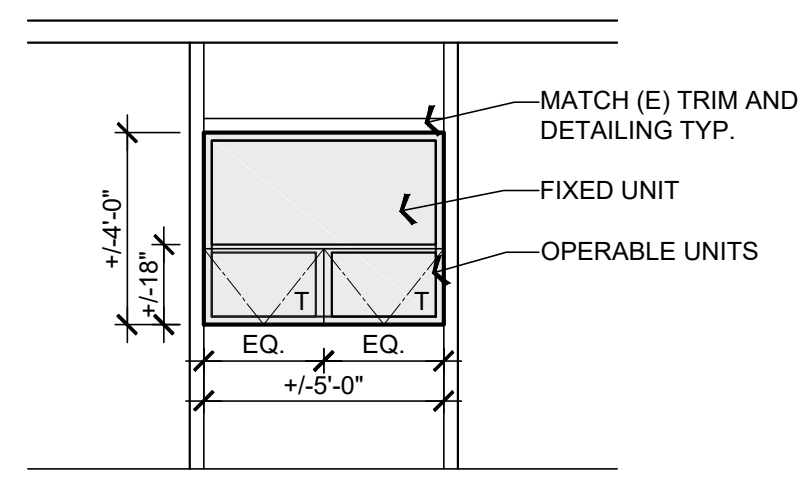
Drawing:
 FINISH FLOOR PLAN

Job No: 16158
 Date: JULY 27, 2018
 Drawn By:
 Checked By:
 Sheet No:

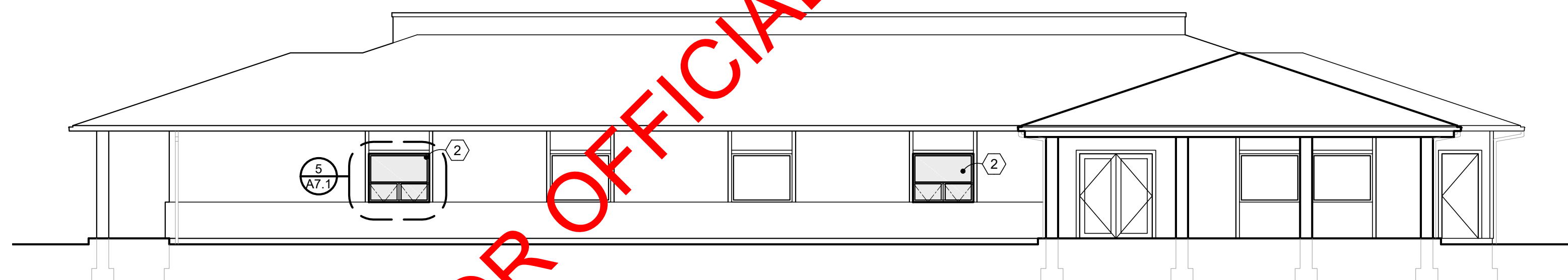
- 1 KEY NOTES - ELEVATIONS**
- REPAIR EXISTING GUTTER, WHERE JOINT HAS OPENED.
 - REPLACE (E) WINDOW WITH (N) - SEE DETAILS
 - REPAIR (E) CEDAR LAP SIDING WHERE SUN DAMAGED. MATCH (E) MATERIAL, INSTALLATION AND COURSING.



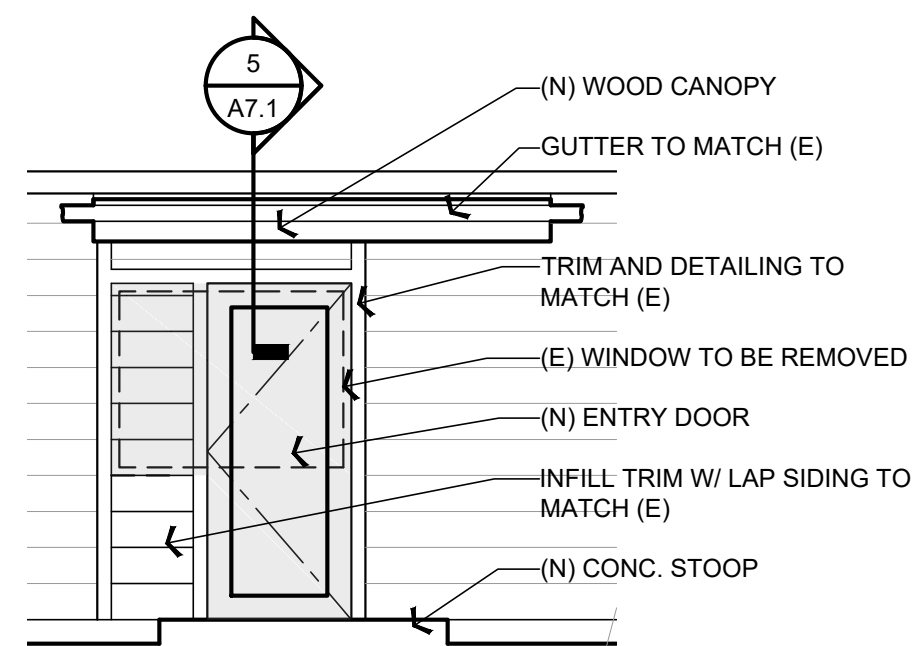
3 NORTH ELEVATION
1/8" = 1'-0"



5 WINDOW ELEVATION
1/8" = 1'-0"

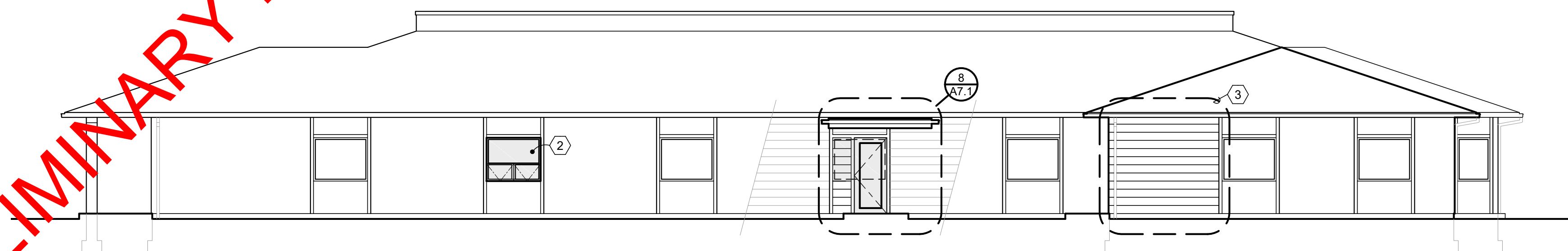


6 WEST ELEVATION
1/8" = 1'-0"

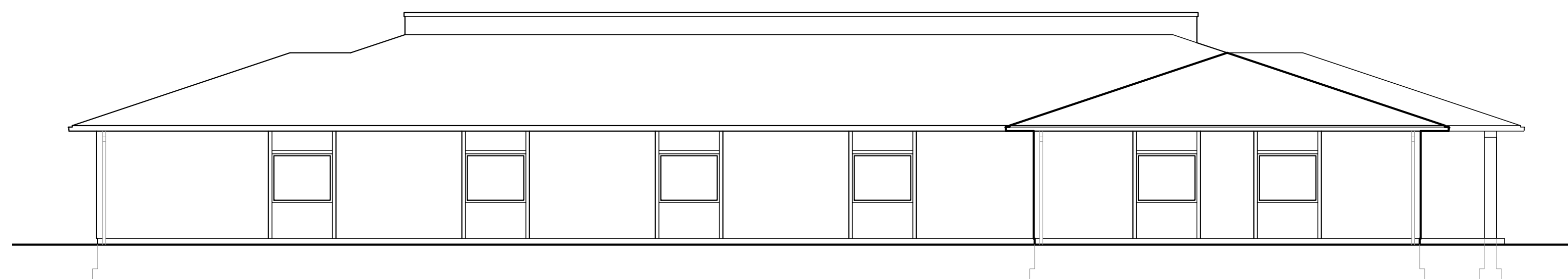


8 DOOR ELEVATION
1/8" = 1'-0"

PRELIMINARY NOT FOR OFFICIAL USE



9 SOUTH ELEVATION
1/8" = 1'-0"



12 EAST ELEVATION
1/8" = 1'-0"

SWEET HOME CITY HALL

3225 MAIN STREET
SWEET HOME, OREGON 97386

Drawing:
EXTERIOR ELEVATIONS

Job No: 16158

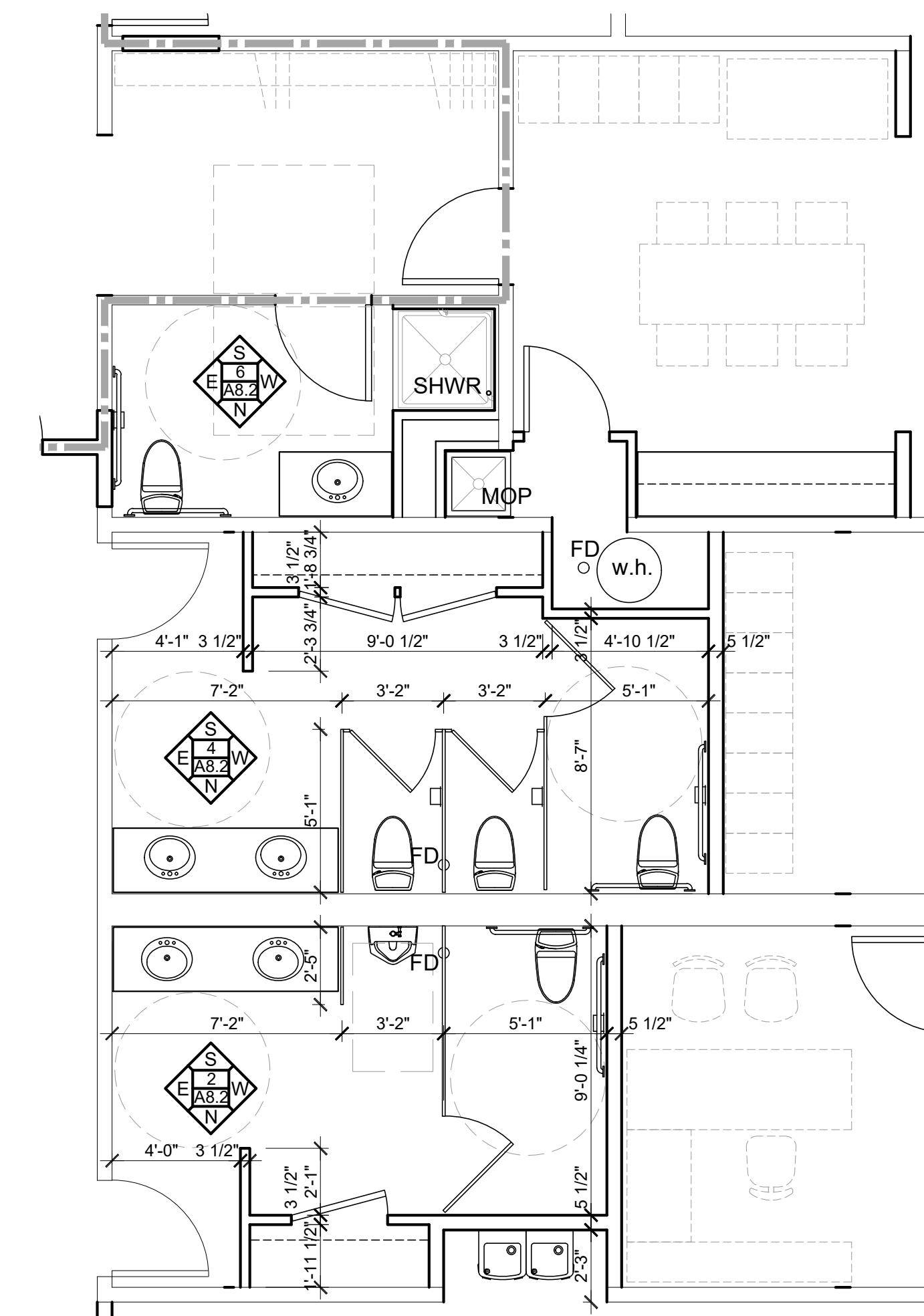
Date: JULY 27, 2018

Drawn By:

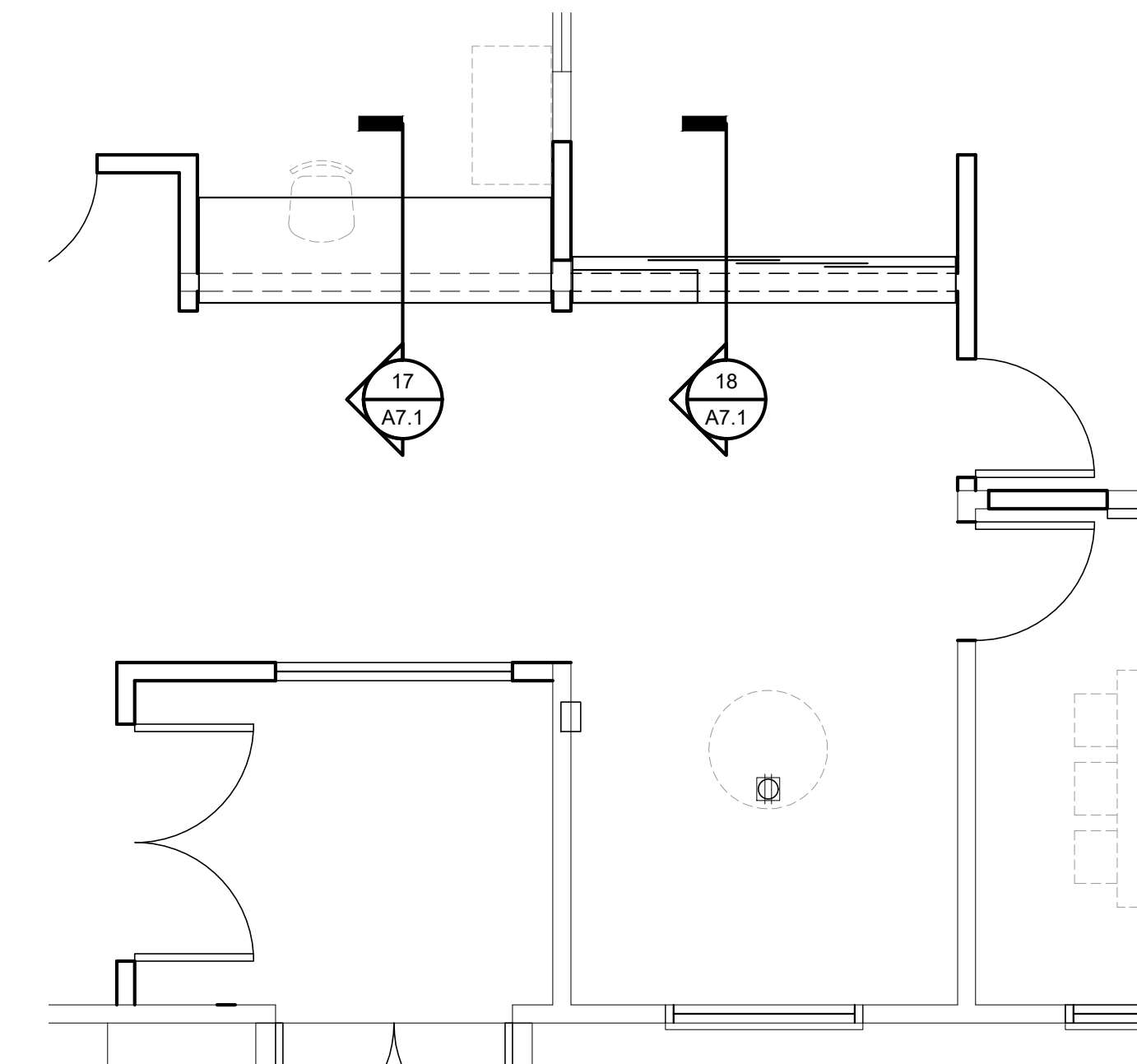
Checked By:

Sheet No:

PRELIMINARY NOT FOR OFFICIAL USE



5 TOILET ROOM PLAN
1/4" = 1'-0" NORTH



10 TRANSACTION COUNTERS
1/4" = 1'-0" NORTH

SWEET HOME CITY HALL

3225 MAIN STREET
SWEET HOME, OREGON 97386

Drawing:
ENLARGED PLANS

Job No: 16158

Date: JULY 27, 2018

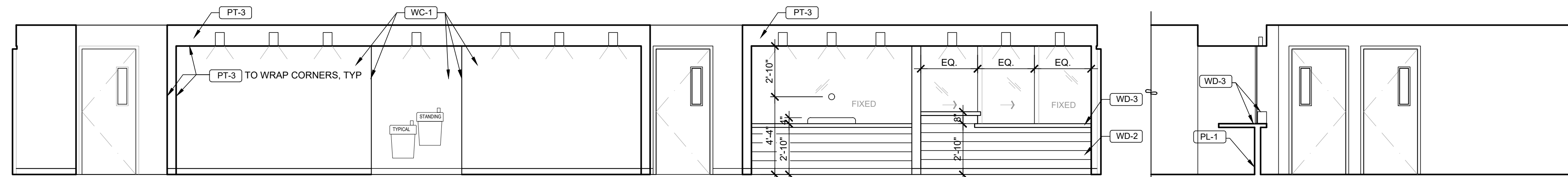
Drawn By:

Checked By:

Sheet No:

GENERAL NOTES

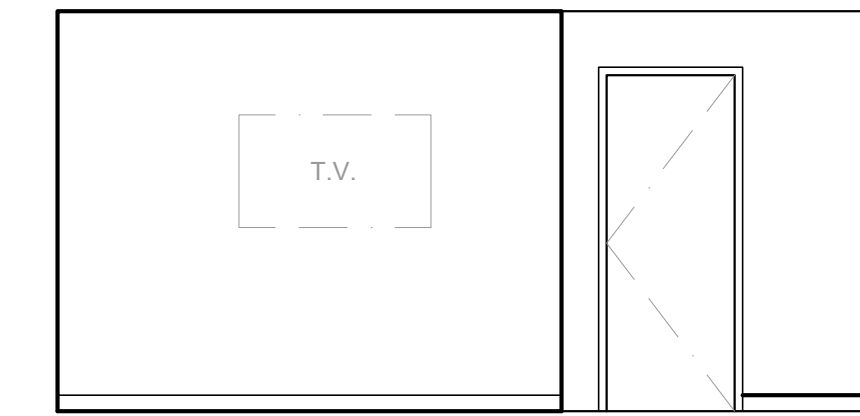
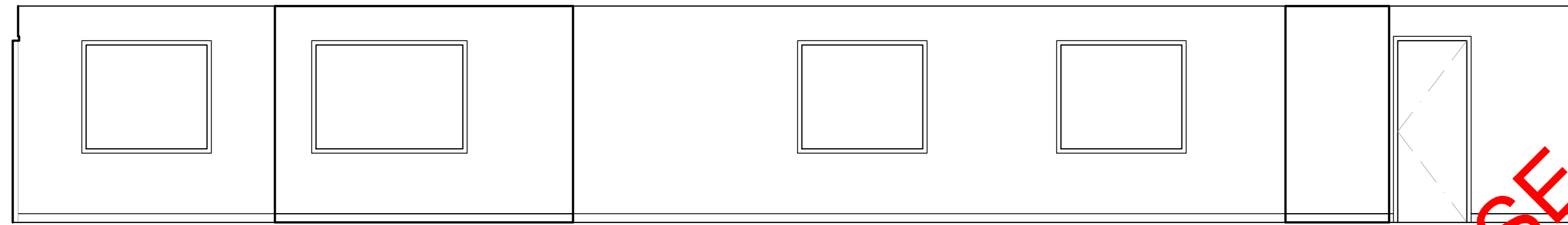
1. PT-1 TO BE ON ALL GYP WALLS UNO.
2. PT-2 TO BE ON ALL GYP CEILING UNO.
3. WHERE WALL TILE OCCURS, TO BE FULL HEIGHT.
4. NO WALL BASE WHERE FULL HEIGHT WALL TILE OCCURS.
5. NO WALL BASE WHERE FULL HEIGHT WOOD CLADDING OCCURS.
6. 6" SHEET VINYL COVE BASE AT RESTROOM WALLS.
7. PROVIDE POWER AND BLOCKING FOR TV LOCATIONS.
8. WINDOW BLINDS PER SPEC. TO BE ON ALL INTERIOR WINDOWS.
9. REFER TO SPECS FOR ADDITIONAL FINISH INFORMATION.



LOBBY - NORTH

LOBBY - EAST

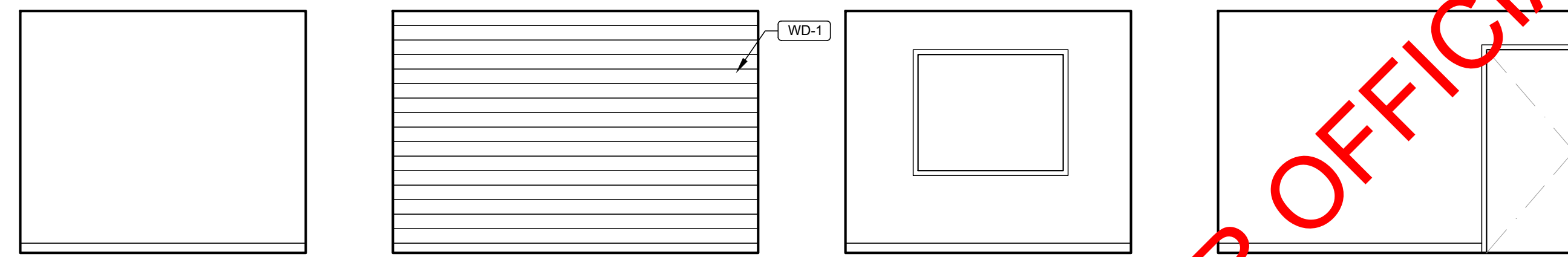
2 102 LOBBY ELEVATIONS
1/4" = 1'-0"



LOBBY - SOUTH

LOBBY - WEST

2 102 LOBBY ELEVATIONS
1/4" = 1'-0"



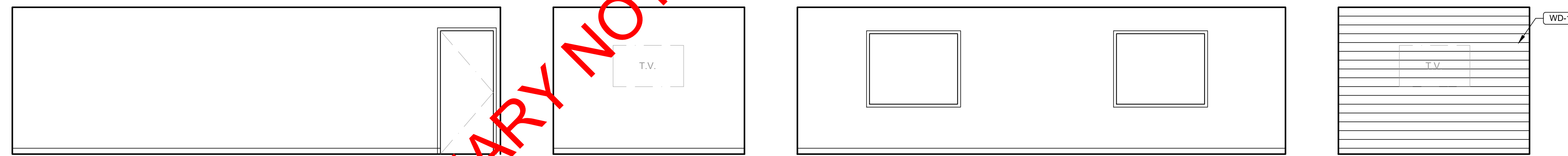
CONF - SOUTH

CONF - WEST

CONF - NORTH

CONF - EAST

6 107 CONFERENCE ELEVATIONS
1/4" = 1'-0"



CONF - NORTH

CONF - EAST

CONF - WEST

CONF - SOUTH

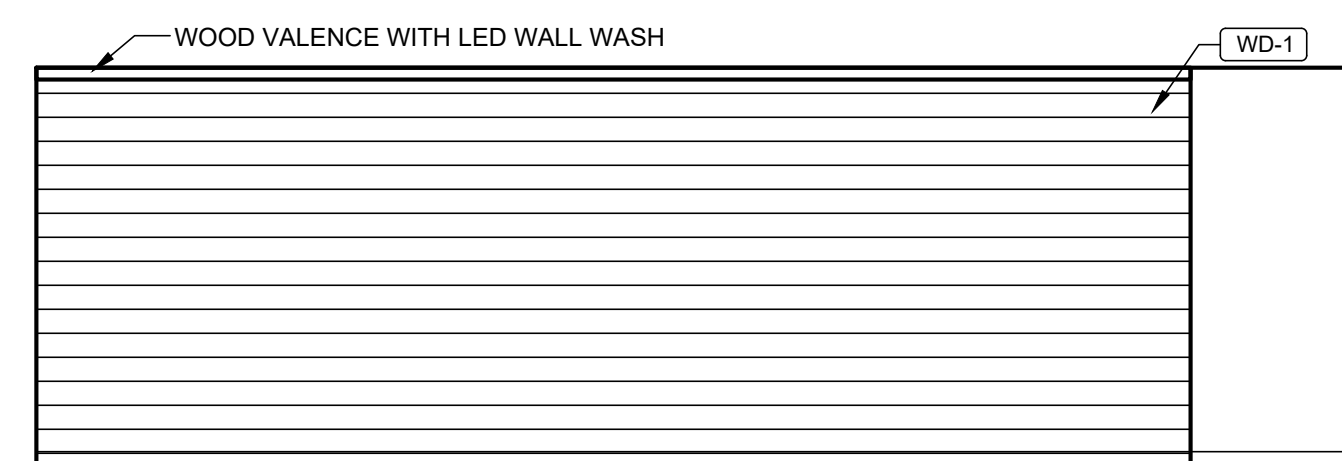
8 127 CONFERENCE ELEVATIONS
1/4" = 1'-0"



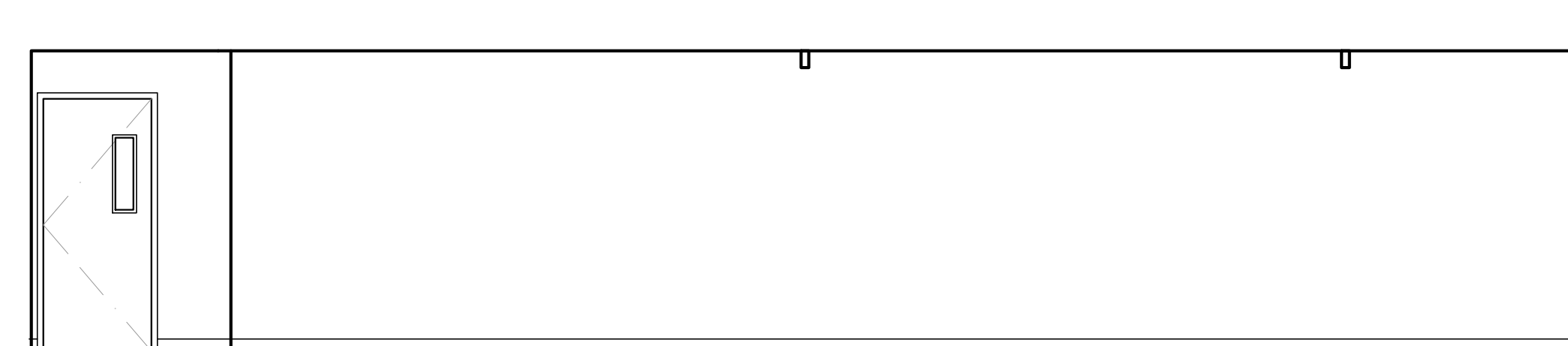
COUNSEL - NORTH

COUNSEL - EAST

10 129 COUNSEL ELEVATIONS
1/4" = 1'-0"



COUNSEL - SOUTH



COUNSEL - WEST

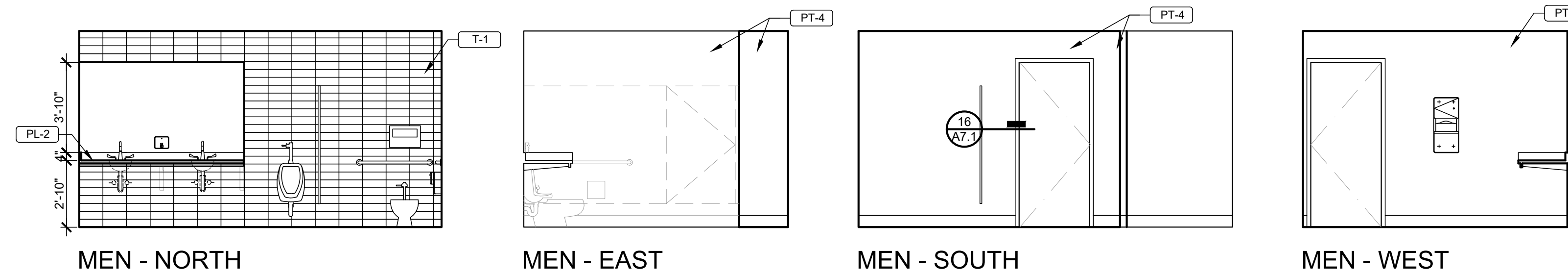
12 129 COUNSEL ELEVATIONS
1/4" = 1'-0"

PRELIMINARY NOT FOR OFFICIAL USE

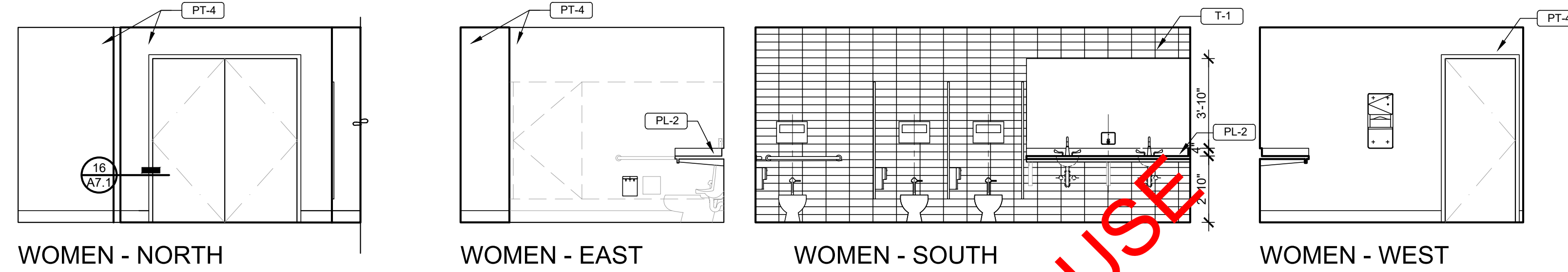
TOILET ACCESSORY SCHEDULE				
CODE	DESC	MNF	MODEL #	DIMENSIONS
GB-1	GRAB BARS	BOBRICK	B-5806 (18" 36" 42")	STAINLESS REFER TO DRAWINGS
PTD-1	PAPER TOWEL DISP / WASTE RECEPTACLE	BOBRICK	B-43699	STAINLESS 13" W X 28" H X 2.5" D
SC-1	SHOWER CURTAIN	BOBRICK	204-3	VINYL - WHITE 70" W X 72" H
SCH-1	SHOWER CURTAIN HOOK	BOBRICK	204-1	STAINLESS 1" W X 2.5" H
SCR-1	SHOWER CURTAIN ROD	BOBRICK	B-207	POLISHED ADJUSTABLE 36" - 72"
SCD-1	SEAT COVER DISPENSER	BOBRICK	B-221	STAINLESS 16" W X 11" H X 2" D
SD-1	SOAP DISPENSER - WALL	BOBRICK	B18615	STAINLESS 7" W X 6" H X 2.5" D
SND-1	SANITARY NAPKIN DISPOSAL	BOBRICK	B-270	STAINLESS 7.5" W X 10" H X 14" D
TPD-1	TOILET PAPER DISPENSER	BOBRICK	B-2888	STAINLESS 8" W X 11" H X 6" D

GENERAL NOTES

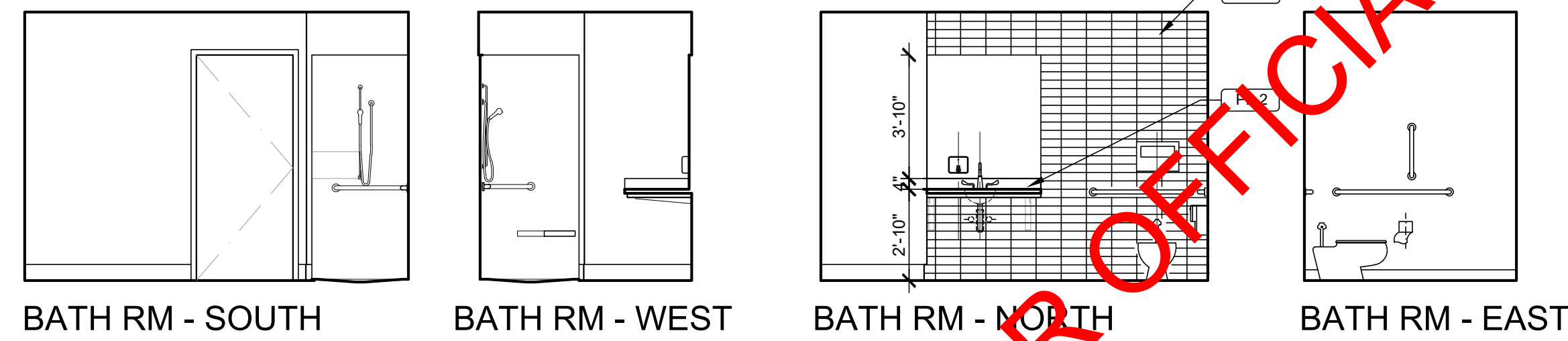
1. PT-1 TO BE ON ALL GYP WALLS U.N.O.
2. PT-2 TO BE ON ALL GYP CEILINGS U.N.O.
3. WHERE WALL TILE OCCURS, TO BE FULL HEIGHT.
4. NO WALL BASE WHERE FULL HEIGHT WALL TILE OCCURS.
5. NO WALL BASE WHERE FULL HEIGHT WOOD CLADDING OCCURS.
6. 6" SHEET VINYL COVE BASE AT RESTROOM WALLS.
7. PROVIDE POWER AND BLOCKING FOR TV LOCATIONS.
8. WINDOW BLINDS, PER SPEC, TO BE ON ALL INTERIOR WINDOWS.
7. REFER TO SPECS FOR ADDITIONAL FINISH INFORMATION.



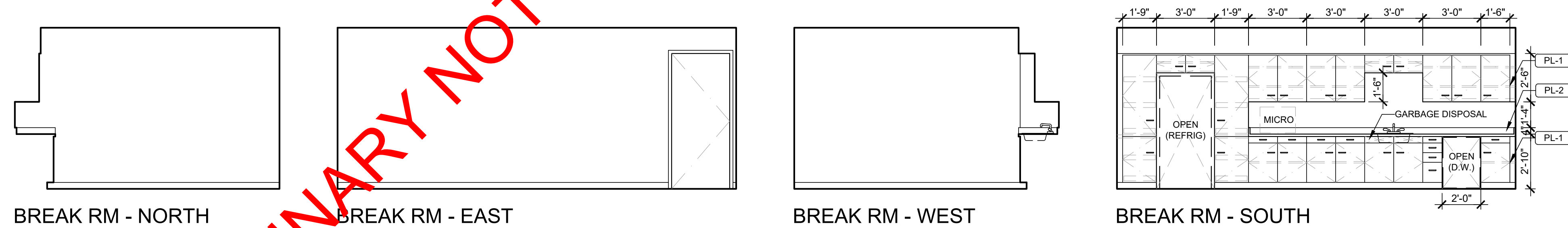
2 131 MEN'S ROOM ELEVATIONS
1/4" = 1'-0"



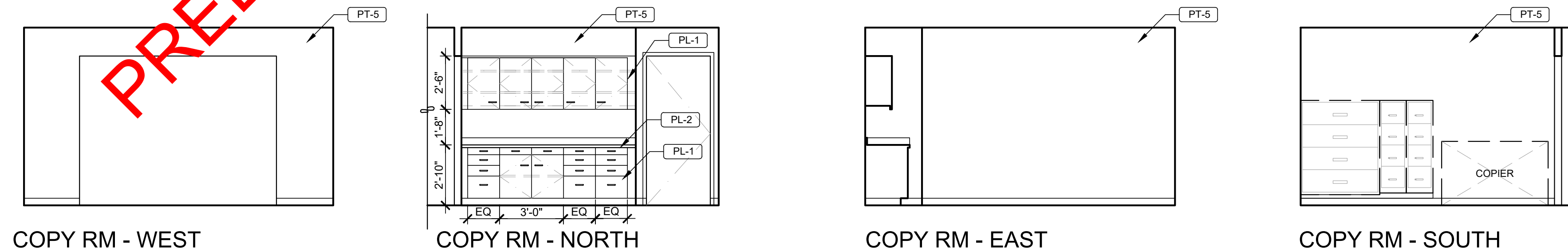
4 132 WOMEN'S ROOM ELEVATIONS
1/4" = 1'-0"



6 133 BATHROOM ELEVATIONS
1/4" = 1'-0"



8 130 BREAK ROOM ELEVATIONS
1/4" = 1'-0"



10 120 COPY/WORK ROOM ELEVATIONS
1/4" = 1'-0"

PRELIMINARY NOT FOR OFFICIAL USE

DOOR SCHEDULE:

DOOR NUMBER	LOCATION	DOOR SIZE	DOOR			FRAME				DOOR TYPE	HARDWARE	NOTES
			STOREFRONT	WOOD SOLID CORE	INTERIOR FINISH	EXTERIOR FINISH	WOOD	HOLLOW METAL	FRAMELESS			
		EXISTING DOOR TO REMAIN										
101A	VESTIBULE	PR 3'-0" X 7'-0"	X	-	-			X	-	-	A	1A
101B	VESTIBULE	PR 3'-0" X 7'-0"	X	-	-			X	-	-	A	1B
104	HALL	3'-0" X 7'-0"	X	WD-1	WD-1	X			WD-1	WD-1	C	3R (1)(2)
105A	VESTIBULE		X	-	-			X	-	-	A	2
105B	VESTIBULE		X	-	-			X	-	-	A	2A
107	CONFERENCE		X	WD-1	WD-1	X			WD-1	WD-1	C	4
109	PLANNING		X	WD-1	WD-1				WD-1	WD-1	C	3 (2)
111A	VESTIBULE	PR 3'-0" X 7'-0"	X	-	-				-	-	A	1A (2)
111B	VESTIBULE	PR 3'-0" X 7'-0"	X	-	-				-	-	A	1B
112	CONFERENCE	3'-0" X 7'-0"	X	WD-1	WD-1				WD-1	WD-1	C	4
113	OFFICE										B	4
114	EXPANSION										C	3R (1)(2)
115	BILLING										C	3 (2)
117	OFFICE MANAGER										B	4
121	FINANCE DIRECTOR										B	4
123	COM. DEV. DIRECTOR										B	4
124	CITY MANAGER										B	4
125	CITY MANAGER ASSIST.										B	4
126	ELECTRICAL										B	5
127	CONFERENCE										C	4
129A	COUNCIL CHAMBERS										C	6R (1)
129B	COUNCIL CHAMBERS	PR 3'-0" X 7'-0"										9
129C	COUNCIL CHAMBERS	PR 3'-0" X 7'-0"										9
130	BREAK ROOM	3'-0" X 7'-0"										6R (1)
131A	MEN										B	7
131B	MEN										B	7
132A	WOMEN										B	7
132B	WOMEN	PR 3'-0" X 7'-0"										7
133	BATHROOM	3'-0" X 7'-0"										8R (1)(2)
134	COATS											C 3R (1)(2)
135	I.T.											B 3R (1)(2)
136	STORAGE											B 5
137A	VESTIBULE	EXIST. TO REMAIN										
137B	VESTIBULE	EXIST. TO REMAIN										
138	OPEN OFFICE	3'-0" X 7'-0"	X	WD-1	WD-1	X			WD-1	WD-1	B	6R
139	OFFICE	EXIST. TO REMAIN										
140	OFFICE											
141	OFFICE											
142	OPEN OFFICE											
143	JANITOR	3'-0" X 7'-0"	X	WD-1	WD-1	X			WD-1	WD-1	C	5

GENERAL HARDWARE NOTES:

- ALL HARDWARE TO COMPLY WITH STATE AND FEDERAL ACCESSIBILITY (ADA)
- HARDWARE GROUPS REPRESENT DESIGN INTENT; FINAL COMPONENTS MAY VARY WITH INPUT FROM CONTRACTORS HARDWARE REPRESENTATIVE
- SEE SPECIFICATION FOR ADDITIONAL INFORMATION
- SEE NOTES IN DOOR SCHEDULE FOR DOORS TO RECEIVE OWNER-PROVIDED CARD-READER HARDWARE. CONTRACTOR TO COORDINATE POWER AND HARDWARE MODIFICATION W/ OWNER.
- ALL EXTERIOR DOORS AND OPERABLE EXTERIOR WINDOWS WILL BE TIED TO OWNER-PROVIDED SECURITY SYSTEM - COORDINATE PATHWAY AND CONNECTION DETAILS W/ OWNER

- AN 'R' DESIGNATION ON THE GROUP # DESIGNATES A 1-HR RATED WALL / 20 MINUTE RATED DOOR

GROUP 1A: STOREFRONT

- ACCESSIBLE THRESHOLD
- STOREFRONT MFG. STANDARD BUTTS
- LEVER OPERATOR EXTERIOR / PANIC DEVICE INTERIOR - 3-POINT LATCH/LOCK
- KEY CYLINDER EXTERIOR / INTERIOR*
- CLOSER, EA. LEAF
- WEATHERIZATION PACKAGE
- *COORDINATE W/ OWNER FOR SECURITY SYSTEM AND/OR ELECTRONIC ACCESS HDWR

GROUP 1B: STOREFRONT

- STOREFRONT MFG. STANDARD BUTTS
- FIXED-LEVER EA. SIDE / EA. LEAF
- CLOSER, EA. LEAF

GROUP 2: STOREFRONT

- ACCESSIBLE THRESHOLD
- STOREFRONT MFG. STANDARD BUTTS
- LEVER OPERATOR EXTERIOR / PANIC DEVICE INTERIOR
- KEY CYLINDER EXTERIOR / INTERIOR*
- CLOSER
- WEATHERIZATION PACKAGE
- *COORDINATE W/ OWNER FOR SECURITY SYSTEM AND/OR ELECTRONIC ACCESS HDWR

GROUP 3:

- 1 1/2 PR BUTTS
- LEVER OPERATOR EA. SIDE
- CLOSER
- WALL STOP
- ELECTRIC STRIKE FOR OWNER-PROVIDED CARD-READER

GROUP 4:

- 1 1/2 PR BUTTS
- LEVER OPERATOR EA. SIDE
- 'OFFICE' LOCKSET
- WALL STOP

GROUP 5:

- SAME AS GROUP 4; SUBSTITUTE 'STOREROOM' LOCKSET

GROUP 6:

- SAME AS GROUP 4; SUBSTITUTE 'CLASSROOM' LOCKSET

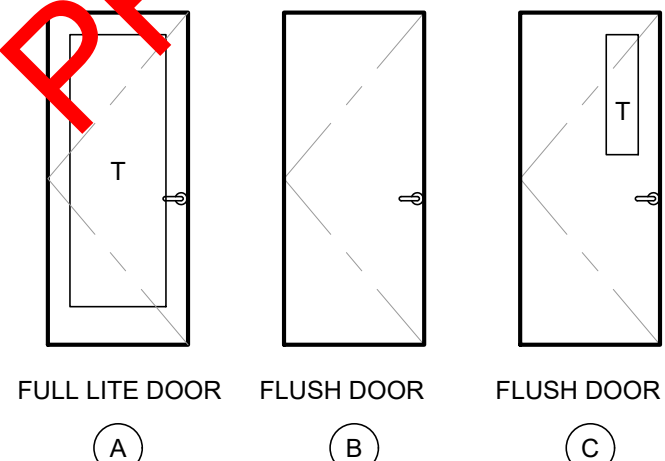
GROUP 7:

- SAME AS GROUP 4; SUBSTITUTE 'PASSAGE' LOCKSET
- ADD CLOSER

GROUP 8:

- SAME AS GROUP 4; SUBSTITUTE 'PRIVACY' LOCKSET
- ADD CLOSER

- 3 PR BUTTS
- LEVER OPERATOR EXTERIOR / PANIC DEVICE INTERIOR - 3-POINT LATCH/LOCK
- CLOSER EA. LEAF
- KICK-DOWN DOOR STOP EA. LEAF



1 1/4" = 1'-0" **DOOR TYPES**

ROOM FINISH SCHEDULE

ROOM NAME	FLOOR FINISH	BASE	NORTH WALL	EAST WALL	SOUTH WALL	WEST WALL	CASEWORK	NOTES
101 VESTIBULE	EM-1	B-1	PT-1	PT-1	PT-1	PT-1	-	
102 LOBBY	LVT-1	B-1	PT-1	PT-1	PT-1 / PT-3 / WD-2 / WC-1	PT-1	WD-2 / WD-3	
103 HALL	LVT-1	B-1	PT-1	PT-1	PT-1	PT-1	-	
104 HALL	LVT-1	B-1	PT-1	PT-1	PT-1	PT-1	-	
105 VESTIBULE	EM-1	B-1	PT-1	PT-1	PT-1	PT-1	-	
106 GALLERY	LVT-1	B-1	PT-1	PT-1	PT-3	PT-1	-	
107 CONFERENCE	CPT-1	B-1	PT-1	PT-1	PT-1	WD-1	-	
108 PLANNING COUNTER	CPT-1	B-1	PT-5	PT-5	PT-5	PT-5	-	
109 PLANNING & BLDG.	CPT-1	B-1	PT-5	PT-5	PT-5	PT-5	-	
110 PLANNING & BLDG.	CPT-1	B-1	PT-5	PT-5	PT-5	PT-5	-	
111 VESTIBULE	EM-1	B-1	PT-1	PT-1	PT-1	PT-1	-	
112 FUTURE CONF.	CPT-1	B-1	PT-1	PT-1	WD-1	PT-1	-	
113 FUTURE OFFICE	CPT-1	B-1	PT-1	PT-1	PT-4	PT-1	-	
114 FUTURE EXPANSION	CPT-1	B-1	PT-5	PT-5	PT-5	PT-5	PL-2 / WD-3	
115 BILLING COUNTER	CPT-1	B-1	PT-5	PT-5	PT-5	PT-5	-	
116 ACCOUNTING	CPT-1	B-1	PT-5	PT-5	PT-5	PT-5	-	
117 OFFICE MANAGER	CPT-1	B-1	PT-1	PT-4	PT-1	PT-1	-	
118 FILE / STORE.	CPT-1	B-1	PT-5	PT-5	PT-5	PT-5	-	
119 HALL	CPT-1	B-1	PT-5	PT-5	PT-5	PT-5	-	
120 COPY / WORK	CPT-1	B-1	PT-5	PT-5	PT-5	PT-5	PL-1 / PL-2	
121 FINANCE DIRECTOR	CPT-1	B-1	PT-1	PT-1	PT-1	PT-4	-	
122 CONFWORK	CPT-1	B-1	PT-5	PT-5	PT-5	PT-5	-	
123 COM. DEV. DIRECTOR	CPT-1	B-1	PT-1	PT-1	PT-1	PT-4	-	
124 CITY MANAGER	CPT-1	B-1	PT-1	PT-1	PT-4	PT-1	-	
125 CITY MAN. ASSIST.	CPT-1	B-1	PT-1	PT-1	PT-4	PT-1	-	
126 ELECT.	SV-1	B-1	PT-1	PT-1	PT-1	PT-1	-	
127 CONFERENCE	CPT-1	B-1	PT-1	WD-1	PT-1	PT-1	-	
128 HALL	LVT-1	B-1	PT-1	PT-1	PT-1	PT-1	-	
129 COUNCIL CHAMBERS	CPT-2	B-1	PT-1	PT-1	WD-1	PT-1	-	
130 BREAK RM.	LVT-1	B-1	PT-1	PT-1	PT-1	PT-1	PL-1 / PL-2	
131 MEN	SV-1	T-1 / SV-1	PT-4	PT-4	T-1	PT-4	PL-1 / PL-2	COVE BASE 6". WHERE TILE OCCURS, BASE TO BE T-1
132 WOMEN	SV-1	T-1 / SV-1	T-1	PT-4	PT-4	PT-4	PL-1 / PL-2	COVE BASE 6". WHERE TILE OCCURS, BASE TO BE T-1
133 BATHRM.	SV-1	T-1 / SV-1	PT-1 / T-1	PT-1	PT-1	PT-1	PL-1 / PL-2	COVE BASE 6". WHERE TILE OCCURS, BASE TO BE T-1
134 COATS	LVT-1	B-1	PT-1	PT-1	PT-1	PT-1	-	
135 I.T.	LVT-1	B-1	PT-1	PT-1	PT-1	PT-1	-	
136 STORAGE	VT-1	B-1	PT-1	PT-1	PT-1	PT-1	-	
137 VESTIBULE	-	-	-	-	-	-	-	INSULATION, SHEET ROCK, AND PRIMING ONLY
138 OPEN OFFICE	-	-	-	-	-	-	-	INSULATION, SHEET ROCK, AND PRIMING ONLY
139 OFFICE	-	-	-	-	-	-	-	INSULATION, SHEET ROCK, AND PRIMING ONLY
140 OFFICE	-	-	-	-	-	-	-	INSULATION, SHEET ROCK, AND PRIMING ONLY
141 OFFICE	-	-	-	-	-	-	-	INSULATION, SHEET ROCK, AND PRIMING ONLY
142 OPEN OFFICE	-	-	-	-	-	-	-	INSULATION, SHEET ROCK, AND PRIMING ONLY

FINISH LEGEND

[EM-1] DESC: ENTRY MAT CARPET MNF: MOHAWK CONTRACT SERIES: FIRST STEP II COLOR: 955 COBALT SIZE: 24" X 24"	[PT-1] DESC: WALL PAINT - FIELD MNF: SHERWIN WILLIAMS COLOR: SW7050 USEFUL GRAY	[PL-1] DESC: PLASTIC LAMINATE- CASEWORK MNF: LAMINART SERIES: MYSTIC WOOD 3056-VT FINISH: VELVA-TEX FINISH
[CPT-1] DESC: CARPET TILE MNF: MASLAND CONTRACT - AVANT SERIES: RADIATE #AMRA COLOR: ORA62 CONCRETE SIZE: 24" X 24" INSTALL: ASHLAR	[PT-2] DESC: CEILING PAINT MNF: SHERWIN WILLIAMS COLOR: SW7006 EXTRA WHITE	[PL-2] DESC: PLASTIC LAMINATE- COUNTERTOP MNF: NEVEMAR SERIES: COOL CHIC VA7002T FINISH: TEXTURED
[CPT-2] DESC: CARPET TILE MNF: MASLAND CONTRACT - AVANT SERIES: RADIATE #AMRA COLOR: ORA41 GLASS SIZE: 24" X 24" INSTALL: ASHLAR	[PT-3] DESC: WALL PAINT - ACCENT MNF: SHERWIN WILLIAMS COLOR: SW6215 ROCKY RIVER	[WD-1] DESC: WOOD WALL CLADDING MNF: PIONEER MILLWORKS SPECIES: MIXED HARDWOODS GRADE: SETTLERS PLANK FINISH: INTERIOR OIL SIZE: 3/4" X MIXED WIDTHS X RANDOM LENGTHS
[LVT-1] DESC: LUXURY VINYL TILE MNF: PATCRAFT SERIES: CLICK REFRESH COLOR: SMOKEY TAUPE SIZE: 7" X 48"	[PT-4] DESC: WALL PAINT - ACCENT MNF: SHERWIN WILLIAMS COLOR: SW9130 EVERGREEN FOG	[WD-2] DESC: WOOD CLADDING @ RECEPTION DESK MNF: PIONEER MILLWORKS SPECIES: MIXED HARDWOODS GRADE: SETTLERS PLANK FINISH: INTERIOR OIL SIZE: 3/4" THICK X 4" WIDTHS X RANDOM LENGTHS
[SV-1] DESC: SHEET VINYL MNF: MANNINGTON COMMERCIAL SERIES: PARADIGM COLLECTION STYLE: FLOW COLOR: FOUNDATION PAR 303 SIZE: 12' WIDE	[WC-1] DESC: WALL COVERING MNF: DESIGN TEX SERIES: CUSTOM-#33766 MATERIAL: NURAPRENE CONTACT: JOANNE RATANGOL ALLOWANCE: \$3,000.00	[WD-3] DESC: SOLID WOOD @ RECEPTION COUNTER MNF: PIONEER MILLWORKS OR EQUAL SPECIES: MIXED HARDWOODS GRADE: SETTLERS PLANK FINISH: CONVERSION VARNISH, BLACK FILLER FOR HOLES SIZE: 2" THICK SLABS PER DETAIL
[B-1] DESC: WALL BASE MNF: JOHNSONITE SERIES: TRADIONAL RUBBER BASE COLOR: MOON ROCK 29 SIZE: 4" HIGH	[FRP-1] DESC: FIBER REINFORCED PANEL MNF: PER CONTRACTOR SERIES: WHITE COLOR: WHITE SIZE: 4'X8' PANELS NOTES: SUBMIT SAMPLES FOR APPROVAL	[T-1] DESC: CERAMIC TILE MNF: DAL TILE SERIES: MODERN DIMENSIONS COLOR: GARDEN SPOT SIZE: 4"X12" GROUT: T.B.D. NOTES: REFER TO ELEVATIONS FOR LOCATION
	[ACT-1] DESC: ACOUSTICAL CEILING TILE MNF: ARMSTRONG SERIES: OPTIMA COLOR: WHITE SIZE: 2'X4' PANELS NOTES: SQUARE TEGULAR	

GENERAL NOTES

1. PT-1 ON ALL INTERIOR WALLS U.N.O.
2. PT-2 ON ALL GYP CEILING U.N.O.
3. UNDERSIDE OF UPPER CABINETS TO BE FINISHED

Drawing: SCHEDULES

Job No: 16158

Date: JULY 27, 2018

Drawn By:

Checked By:

Sheet No:



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: August 28, 2018	TITLE: Approve Application to ODOT SRTS Grant LOI for Sidewalks & Roadways.	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION <input type="checkbox"/> OTHER
SUBMITTED BY: Joe Graybill, City Engineer	ATTACHMENTS: Letter of Intent Worksheet, Area Map of Improvements (2). Letter of Support; School District. Letter of Support; Jr High.	
REVIEWED BY: Ray Towry, City Manager		

PURPOSE OF THIS RCA:

To review and approve the ODOT 2019 Safe Routes to School Letter of Intent (LOI) application, and to apply for the full 2019 Safe Routes to School Grant Application.

BACKGROUND/CONTEXT:

Recent Safe Routes to Schools development meetings with the School District resulted in District wide program suggestions. These were necessary for future development plans and grant applications. The proposed plans addressed transportation to and from the schools, student and pedestrian safety. The latest work is focused near the Jr. High along Mountain View Road and 18th Avenue. There have been documented accidents in the area, and on 18th the right-of-way line is the back of the curb with no sidewalks, so pedestrians have to walk in the street. The project is intended to provide sidewalks in the following areas:

On 18th Avenue, a sidewalk on the west side will need to be in an easement, as are others at each end. Contact with some, but not all, neighbors has been made and are supportive. On the eastside a portion of the sidewalk will also be in an easement adjacent to the school tennis courts and bus yard. There will also be a portion created in the roadway from the bus yard south to Grape Loop because of the significant size and number of trees in the private front yard areas immediately behind the curb.

On Ames Creek Road from Grape Loop to Mountain View Road, most of the curb line has right-of-way behind it with only a short section near Grape Loop needing an easement. The curb and right-of-way are not parallel. A few of the trees along the curb may need to be removed.

On Mountain View Road from Ames Creek Road to 22nd Avenue, the project will construct a new bikelane, curb and sidewalk. The northern 200+ feet of the street will be constructed with the ongoing work at the Jr High School reconstruction of the parking lot and new bus entrance & exit.

This section is also considered for a traffic circle at the 22nd Avenue intersection. The existing parking lot entrance & exit is near the intersection. With Mountain View Road being the through route, speed is sometimes an issue. A traffic circle can align all traffic to a right-in right-out traffic pattern, simplifying the turning and maneuvering actions. Significant parking issues arise on 22nd Avenue as well. The configuration of the circle will extend onto property of the District, and the property of the adjacent church, necessitating a dedication of land to public right-of-way. Contact has been made with the church, and they are supportive.

The last portion of Mountain View Road to improve is the extension of the existing sidewalk by the church north of 22nd Ave, to Juniper Street. This portion would need a below-walk retaining wall due to the steep drop-off at the right-of-way line. The connection to Juniper is to provide

passage from the Ashbrook Park and the surrounding neighborhood, including Hawthorne Elementary School.

Timeline:

July 23:	Application process opens.
August 31:	Letter of Intent Due.
October 15:	Application Due.
Oct-Jan:	Review, scoring & recommendation.
Jan-Feb 2019:	Final approval by OTC (Oregon Transportation Commission).
FY 2019-2020:	Consultant hiring and design.
FY 2020-2022:	Construction
FY 2019-2024:	Total project work completion timeline, must be within 5 years.

THE CHALLENGE/PROBLEM:

Will the City Council commit funds from 2019/20 and 2020/21 to the Safe Routes to School Grant Application for development of roadway and pedestrian improvements in the vicinity of the Jr High School primarily, and on the heavily used area of 18th Ave and the High School?

STAKEHOLDERS:

- State of Oregon ODOT – The source of the majority of the funding.
- City of Sweet Home residents – Citizens are provided safe pedestrian access routes on Mountain View Road and on 18th Avenue, and intersection maneuvering at 22nd Avenue.
- Sweet Home School District: – Safer access by students walking to and from the adjacent schools, and vehicle routing on roadways.
- City of Sweet Home City Council – Continued commitment to funding safe transportation modes throughout the city enhances the city’s ability to secure additional funding opportunities from state agencies.

ISSUES & FINANCIAL IMPACTS:

The costs of this project are dependent on a successful application. If so, no expenses are anticipated until FY 2019-2020 and beyond, for design and construction. Being a Title 1 District the project qualifies for the City being responsible for a 20% match of funds allocated to this project. Funds may be spread over the project years as the work progresses. Portions of the project work may be high, making the match requirement correspondingly high, at which point the project scope will be reduced. The proposed project budget is in progress development and currently is in the range of \$400,000-600,000 over two to three years, making the city match \$80,000-120,000 over those same years.

ELEMENTS OF A STABLE SOLUTION:

The Letter of Intent for the 2019 SRTS Grant will provide the City the opportunity to formally apply for the Grant Program in October. The award of this grant will provide sidewalk, bike lanes, traffic circle and roadway improvements to facilitate safe transportation routes and modes for students, parents, and local residents.

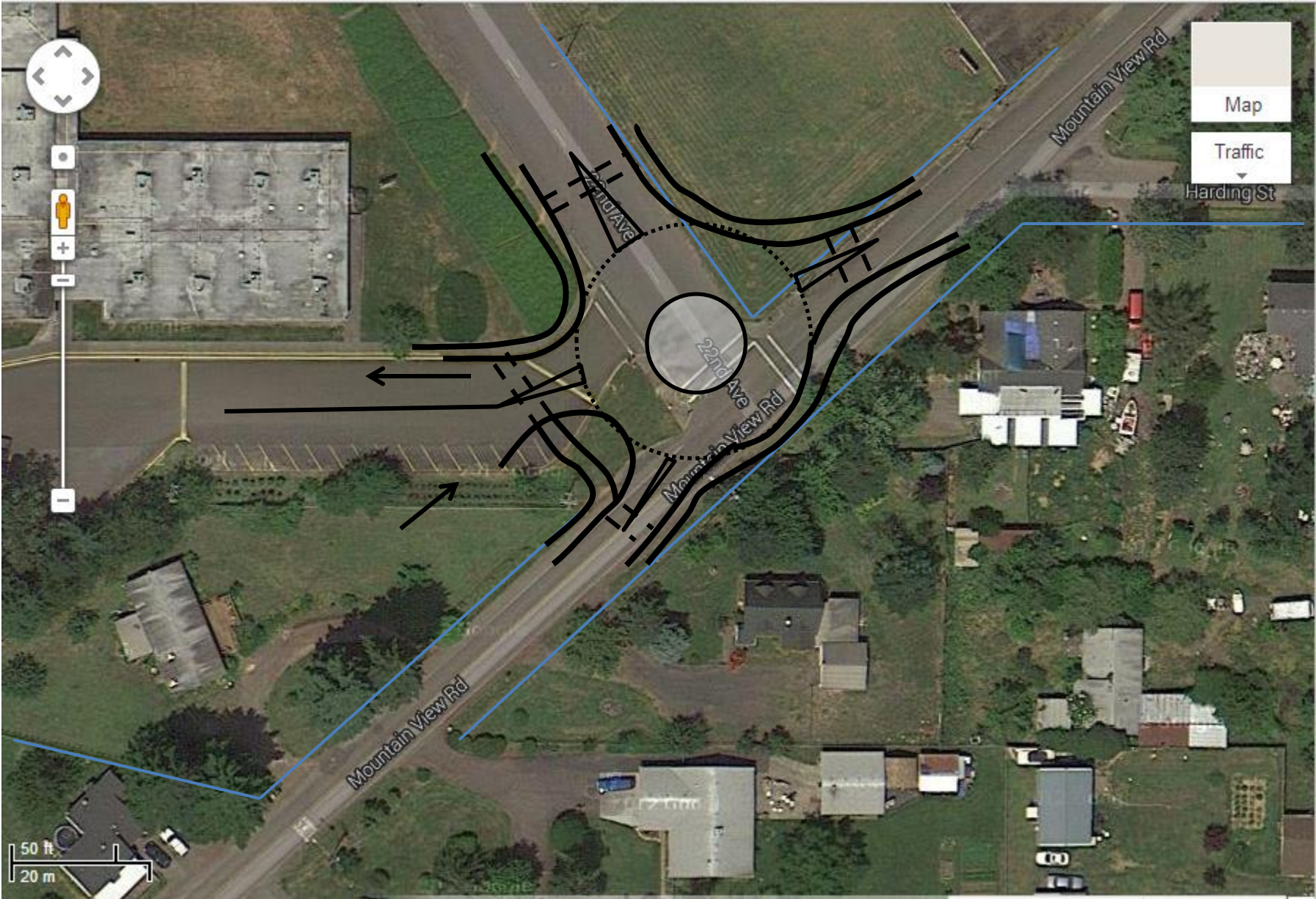
OPTIONS:

1. Do Nothing. Council could choose to move forward without applying for the grant.
2. Adopt the Letter of Intent and application for the 2019 SRTS Grant with a limit on maximum value of City match. Council could choose to move to forward with the Letter of Intent and accept the application for the 2019 SRTS Grant, and consider a maximum dollar value for the Match Requirement of the Grant.
3. Approve staff’s Letter of Intent and application for the 2019 SRTS Grant. Council could choose to move to forward with the Letter of Intent and accept the application for the 2019 SRTS Grant.

RECOMMENDATION:

Staff recommends Option 3, Motion to approve staff's Letter of Intent and application for the 2019 SRTS Grant.

This doesn't commit us, it makes us eligible if the project is selected.



Sweet Home School District No. 55

1920 Long Street, Sweet Home, OR 97386-2395

Tom Yahraes, Superintendent
Phone: (541) 367-7126
Fax: (541) 367-7105
tom.yahraes@sweethome.k12.or.us



Kevin Strong, Business Manager
Phone: (541) 367-7113
Fax: (541) 367-7104
kevin.strong@sweethome.k12.or.us

August 20, 2018

To Whom It May Concern:

The Sweet Home School District enthusiastically supports the City of Sweet Home's Safe Routes to School grant application.

Many students who attend Sweet Home Junior High School and Hawthorne Elementary School walk to school on roads that lack sidewalks. The proposed improvements will make walking to and from school much safer. We also expect more students will choose to walk to and from school if these safety improvements are made rather than be driven to and from school.

To help show how dangerous current conditions are, we have included a picture below showing medics and police treating a Sweet Home Junior High School student who was hit by a car at the intersection of Mountain View Road and 18th Avenue on January 10, 2018 while walking from school. This collision happened within 125 yards of Sweet Home Junior High School on the same side of the road as the school.

The proposed improvements also include bike lanes in key areas that will greatly improve safety for students who ride bikes to and from school.

Thank you very much for providing this grant opportunity. If our community's grant application is chosen, it will significantly improve pedestrian and bicyclist safety near our schools.

Sincerely,



Tom Yahraes



Police and medics attend to a 13-year-old girl after she was struck by a car on Mountain View Road Wednesday, January 10 that then drove away from the scene.

(Photo courtesy of *The Sweet Home New Era*)

City Council Packet 08-28-18 pg.42



SWEET HOME SCHOOL DISTRICT 55
SWEET HOME JUNIOR HIGH SCHOOL

880 22ND AVENUE
SWEET HOME, OREGON 97386
sweethome.k12.or.us/juniorhigh

Colleen Henry, Principal
Terry Augustadt, Vice Principal
Shelly Roe, Counselor

August 16, 2018

To Whom It May Concern:

The staff of Sweet Home Junior High is committed to actively promoting the health and welfare of our junior high students, and strongly supports participation in the city's Safe Routes to School plan.

Some or all of the concerns listed below could easily be addressed through the city's plan to construct sidewalks on the roadways bordering the school and improve school traffic flow with the inclusion of a traffic circle near the school entrance:

- Parents parking across the street to drop kids off; kids crossing in the middle of the street through traffic in undesignated areas
- Limited access to cross-walks; existing cross-walks are not "convenient" for students and are not utilized
- Students using Mt. View walk on gravel instead of sidewalk; this impacts both junior high students and Hawthorne Elementary students
- On average, 20 cars "pause and park" along the school side of 22nd Ave. each morning; 10 cars "pause and park" on the opposite side of the street
- Curb loading/unload is inefficient; staff, busses, and parents all use the same school entrance in the morning


Thank you for your time and consideration.


Sincerely,


A handwritten signature in black ink that reads "Colleen Henry". The signature is written in a cursive, flowing style.

Colleen Henry
Sweet Home Junior High Principal

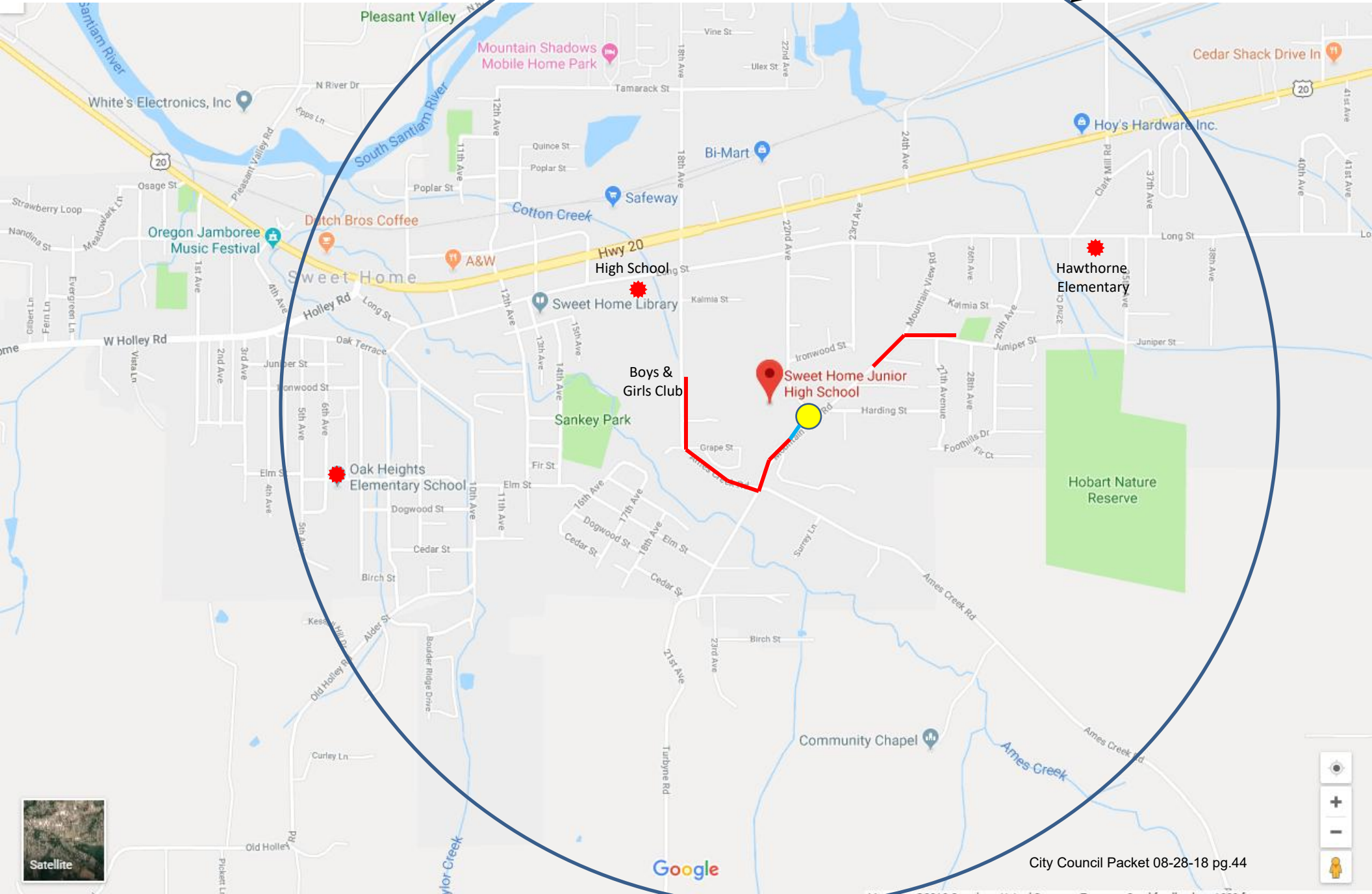
Sweet Home Junior High School

 Roundabout

 Sidewalk in SRTS project

 Sidewalk in school district project

1 mile



WORKSHEET

2018 Safe Routes to School

Infrastructure Competitive Grant Program Letter of Intent

Description of Letter of Intent

The Letter of Intent (LOI) is due by midnight on August 31, 2018. The Safe Routes to School program manager will respond to those who submit a LOI by September 15, 2018 with an eligibility determination. The program manager may provide feedback at that time if needed. Applicants must submit an LOI in order to submit an application for the Safe Routes to School Competitive Grant Program. Full applications for the program are due by midnight on October 15, 2018.

Applicant Information

Applicant Name: **Joe Graybill**

Title: **Staff Engineer**

Agency: **City of Sweet Home**

Phone: **541.936.2312**

Email: **JGraybill@ci.sweet-home.or.us**

Will the applicant deliver the project? **Yes**

If no, who will deliver the project? Explain why applicant is not delivering the project:

Eligibility Requirements

Does your project reduce barriers and hazards to children walking or bicycling to and from school? **Yes**

Is your project identified in or consistent with a plan (e.g. Transportation System Plan, other locally adopted plan, Safe Routes to School Action Plan, etc.)? **Yes**

Is your project in the public road right of way or will you widen the right of way to accommodate your project? **Yes**

Do you have the support of the affected school or school district? **Yes**

Is your project within a 1-mile radius of a public school? **Yes**

Upload a project area map: Optional, use map generated from the Safe Routes to School Web Application, <https://geo.maps.arcgis.com/apps/webappviewer/index.html?id=33d00a3d7181433d85abfce78b8ae879>. **Generated map is attached.**

Is the project serving a Title I school (40% or more students eligible for free and reduced lunch)? **Yes**

Students Eligible for Free or Reduced Lunch resource, <https://www.ode.state.or.us/sfda/reports/r0061Select.asp>.

Have you secured or identified the required 20% cash match? **Yes**

Project Information

Location Information

Street Name and Cross Streets:

Mountain View Road, 18th Avenue/Ames Creek Road, 22nd Avenue, Juniper Street

City/County: **Sweet Home, Linn County**

Provide a high-level PROBLEM statement that describes the barriers of children walking or bicycling to school. Provide a summary of the problem in a concise manner that can be used on a website or publication. Maximum 250 characters.

Sidewalks are non-existent on a street immediately adjacent to the school. The street is narrow and visibility is difficult. Other main connecting streets have sidewalk gaps. The proximity of an intersection to the school driveway entrance also leads to unsafe driving behavior by parents. (245 characters)

Provide a high-level description of your PROJECT. Project should be a viable solution to the above problem. Provide a summary of the project in a concise manner that can be used on a website or publication. Maximum 250 characters.

Over 3,620 feet of sidewalks will be built on at least one side of the streets within ½ mile of the school with an emphasis on providing connectivity. A roundabout will be built at the intersection of Mountain View and 22nd Ave. This will include purchase of ROW at 22nd Ave.

Primarily Affected School Name: **Sweet Home Junior High**

Grades Taught: **7 and 8**

For what range of funds do you expect to apply? There is an option of ranges. For example:
\$60,000-\$100,000 **\$600,000 to \$700,000**

What do you anticipate the source of the matching funds to be? **City**

Additional information

The Sweet Home community is, in general, a walkable place for people of all ages. The glaring exception is the streets leading to the Junior High School. Sidewalks are non-existent on Mountain View Road immediately adjacent to the school where traffic is the heaviest at the beginning and end of the school day. The street is narrow and visibility is difficult. The other main connecting streets have intermittent sidewalks. The proximity of the intersection of Mountain View and 22nd Avenue to the school driveway entrance also leads to unsafe driving behavior by parents. A Safe Routes to Schools Action Plan was completed in 2014 that identified these infrastructure issues as major impediments to increased walking and biking by students. These issues also made implementing the other elements of the action plan ineffective. In 2017, a school district bond measure was passed to address infrastructure and safety concerns at the Junior High. This created a major opportunity to address the intersection/driveway issue since the district plans to completely re-design the parking lot as part of their project. Then, in January 2018, a student was hit by a car on Mountain View within ¼ mile of the school while on her way home. This just added to the urgency and timeliness of addressing these infrastructure gaps. An added bonus is that, within a mile of the Junior High, are two elementary schools, the high school, two city parks, and the Sweet Home Boys and Girls Club. *(244 words)*



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: August 28, 2018	TITLE: Request for Proposal – Information Technology Services	TYPE OF ACTION: — RESOLUTION — MOTION <u>X</u> OTHER
SUBMITTED BY: Brandon Neish, Finance Director	ATTACHMENTS: RFP IT Services	
REVIEWED BY: Ray Towry, City Manager		

PURPOSE OF THIS RCA:

To review and discuss the Request for Proposal (RFP) document attempting to secure information technology (IT) services from a third-party that meets the city’s needs without escalating the annual budget.

BACKGROUND/CONTEXT:

The City of Sweet Home currently contracts with Cascade Computer Maintenance, based out of Salem, for its IT services. This includes maintaining and supporting two servers, assisting with desktop computers used for city business, purchasing/preparing new computers when needed, advising city staff on IT needs and much more. The city has been using Cascade Computer Maintenance for over a decade. Over time, the costs for such a service has grown while staff feels that support has declined in that time. Most importantly, CCM does not maintain a 24/7 support team to aid the Police Department should issues arise after hours. In order to extract additional services from CCM, additional funding would be necessary to pay for the increased service offering.

The city currently pays approximately \$37,000 annually for base services and an additional \$10,000 for service credits purchased on an as needed basis. The service credits cover service requests and projects outside the scope included in the base services. The city uses this \$10,000 allotment every year to year and a half. For the base price, the city is allowed two days per month of onsite IT assistance while any other visits are billed at \$75/hour using the service credits.

THE CHALLENGE/PROBLEM:

What is the best option for ensuring the city’s IT needs are met while ensuring stability and security of data for those who do business with the city?

STAKEHOLDERS:

- City of Sweet Home citizens – In today’s world, we hear on a startling basis about IT systems that have been “hacked” exposing the data of those who use a particular service or website. Residents need a stable IT system at the city to ensure their information is protected when they’re paying utility bills or purchasing permits. A third-party IT service ensures that the city’s infrastructure is safe and secure. Citizens also pay for these services through property taxes. It is important to them that the city is spending their funds appropriately and meeting the needs of its constituents.
- City of Sweet Home City Council – The City Council is affected by the IT services provided to the city through the tablets they use to access email and obtain council packets when offsite. The services offered by this third-party affect a Councilors ability to get the information they need to perform their jobs as representatives of the citizens.

- City of Sweet Home staff – The staff use the city’s IT services on a regular basis. Much of the work performed today requires the use of a computer. Access to various bits of information is critical in performing their jobs well and the provider’s services are vital to the staff’s success.

ISSUES & FINANCIAL IMPACTS:

The specific issue is the stability of the city’s IT systems. As technology further imbeds itself into every day life, having a stable IT system will be vital to the city’s success. Many of the city’s services rely on IT service. Utility billing requires functioning city servers to access the financial management software. This allows them to process credit and debit cards, process meter readings and send out utility bills monthly. The Police Department utilizes IT to dispatch, provide officers with instant data access in the vehicle and write/file reports. Public Works uses the city’s IT infrastructure to collect work orders and prioritize projects to complete. The library uses the system to check books in and out and provide citizens with access to email and internet resources. The city depends on its IT systems and this RFP ensures the city is getting the best service available.

ELEMENTS OF A STABLE SOLUTION:

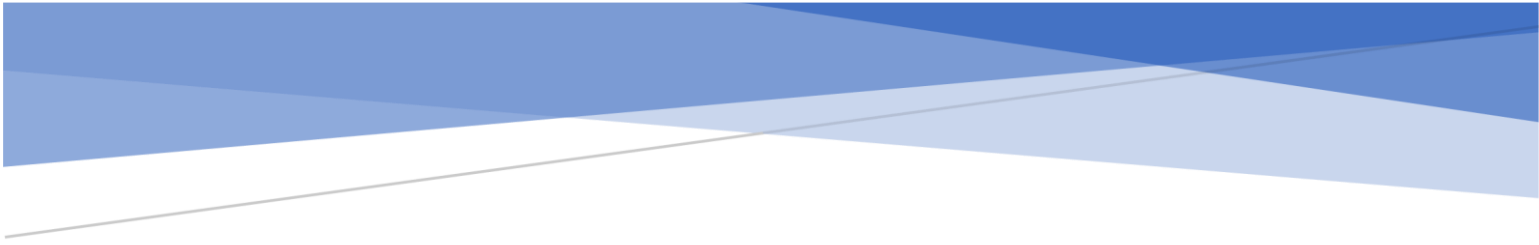
Effective, affordable IT services that meet the growing needs of citizens, staff and elected officials.

OPTIONS:

1. Do Nothing. Council could choose to do nothing at this time. The city would remain with its current provider (no current contract).
2. Approve the Request for Proposal. City staff would post the RFP publicly once approved and find the best available service provider for our IT needs.
3. Request additional information from staff. Council could request additional information related to this proposal before approving the RFP.
4. Direct staff to negotiate a contract with Cascade Computer Maintenance. Council could request that the city remain with its current provider but attempt to negotiate a contract to better its service offerings.

RECOMMENDATION:

Staff recommends option 2, Motion to approve staff distribute the Request for Proposal for IT services. The city needs to ensure that it is receiving the best services possible when it comes to a component of the infrastructure that is of vital importance.



REQUEST FOR PROPOSAL

Information Technology Services

Abstract

The City of Sweet Home is seeking a qualified Contractor able and willing to provide third-party information technology services to the City.

Brandon Neish
bneish@sweethomeor.gov

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS	2
I. INTRODUCTION	2
II. ISSUING OFFICE.....	2
III. SCHEDULE OF RFP EVENTS.....	2
IV. SUBMISSION DATE.....	3
V. PLACE OF SUBMISSION OF PROPOSALS.....	3
VI. EVALUATION OF PROPOSALS.....	3
VII. PROPOSAL FORMAT.....	4
VIII. INTERVIEWS	4
IX. TERM OF AGREEMENT	5
X. CONTRACT BETWEEN CONTRACTOR AND CITY.....	5
PROPOSAL INFORMATION	6
I. PURPOSE	6
II. SCOPE OF WORK	6
III. SPECIFIC INFORMATION TECHNOLOGY SERVICES REQUIRED.....	7
IV. PROPOSER REQUIREMENTS.....	8
GENERAL INSTRUCTIONS TO PROPOSERS	10
CERTIFICATION AND CONTRACT OFFER	17

Special Instructions

Proposal Title: Information Technology Services

Proposal Due Date: 4:00 P.M., September 21, 2018

I. Introduction

The City of Sweet Home ("City") is an Oregon municipal corporation with city limits covering approximately 6 miles. The population of the City is approximately 9,090. The City employs approximately 58 staff, and is governed by a city council comprised of six councilors and the mayor. The council acts as the local contract review board for the City.

The City has an annual expenditure budget of over \$14.3 million with revenue from a variety of sources. The funding is derived primarily from property tax support, fees, grants and contracts.

II. Issuing Office

The Finance Department of the City will issue the Request for Proposals documents and that office shall be the sole point of contact. Please contact the following person:

Brandon Neish
Finance Director & Treasurer / Finance Department
1140 12th Avenue
Sweet Home, OR 97386
Phone: (541) 367-5128; fax: (541) 367-5113
email: bneish@sweethomeor.gov

III. Schedule of RFP Events

- Release RFP documents September 4, 2018
- Deadline for Proposal Submission September 21, 2018
- Firm Interviews (tentative) October 8, 2018

- Council Approval (tentative) October 23, 2018
- Commencement of Contract (tentative) November 1, 2018

IV. Submission Date

Proposals are due no later than **4:00 P.M., September 21, 2018**, local time.

V. Place of Submission of Proposals

In order to be considered for this project, each Proposer must provide three (3) bound copies of their proposal, PLUS an original copy marked "ORIGINAL." All proposals must arrive at the issuing office on or before the listed due time and date. A corporate officer who has been authorized to make such a commitment must sign proposals. Proposals shall be sealed in an opaque envelope or box, with the words "INFORMATION TECHNOLOGY SERVICES RFP" clearly written on it. The document shall be addressed and delivered as follows to:

Brandon Neish
Finance Director & Treasurer / Finance Department
1140 12th Avenue
Sweet Home, OR 97386

VI. Evaluation of Proposals

The City will have a selection committee that will evaluate the proposal submitted, and reserves the right to select a firm directly from the written proposals, but may short list a small group of firms for an interview process based upon the proposal evaluations. Unsuccessful firms will be notified as soon as possible. An award will be made to the most qualified firm whose proposal and interview, if held, are deemed to best serve the interest of the City, taking into account experience, expertise, resources for service, record of past performance, ownership stability and employment practices, availability to the service locale, familiarity with the service locale, and proposed service technique, with pricing proposals being considered only after the above screening procedure has been used.

VII. Proposal Format

7.1 Cover Letter:

Provide a cover letter and company profile introducing your firm.

7.2 Proposed Services:

Client base: Summarize your experience and client base in the Linn County area. Particularly what cities and/or other public entities do you currently represent or provide services? List which clients you are submitting as references with contact names and telephone numbers.

Capabilities: Summarize your capabilities in each of the areas listed in the Project/Proposal Section under **III. Specific Information Technology Services Required** (3.1.1 THROUGH 3.1.10). Address any other information deemed relevant in response to the remainder of the Project/Proposal Section (e.g., Scope of Work, Proposer Requirements, etc.).

7.3 Partnership and Relationship Team:

Please list the names, credentials, areas of expertise and experience and location of the key persons that would be assigned to this relationship team.

7.4 Cost:

Please detail the fee structure that you would propose to utilize for this contract. An hourly rate schedule for additional work that may be added to the Scope of Work requested by the City beyond the initial Scope of Work is to be quoted separately.

7.5 Certification and Contract Offer:

Please complete the attached **Offer** form, with the required signature and other information listed.

VIII. Interviews

- 8.1 Firms or individuals selected for final evaluation (if necessary) may be required to make an oral presentation of their proposal to the City. Such presentation shall provide an opportunity for Proposers to clarify their proposal to ensure thorough mutual understanding. The evaluation committee may ask additional questions related to the proposal and/or Scope of Work. Scoring of interviews may be made as part of the selection process. The City will schedule the time and locations of such presentations, if required.

- 8.2 The selection committee prefers face-to-face interviews. Interviews will be conducted at a location to be determined, which shall generally be in the Sweet Home area. Firms invited to the interview will be responsible for making and paying for their own travel arrangements. If necessary, the selection committee will consider a video conference interview, but all video conference arrangements will have to be made by the Proposer requesting the conference, and that firm will also have to pay all costs related to the video conference.
- 8.3 No City employee or officer is authorized to make any oral interpretation of any provisions within the RFP or contract document. The City will not be responsible for any oral remarks related to this RFP. Proposers who are in doubt about any aspect of this RFP must submit written questions to the issuing office as soon as possible after receiving the RFP.

IX. Term of Agreement

The contract resulting from this RFP shall be for a period of one (1) year, commencing November 2018 (with an option to extend the contract up to an additional three (3) years). If the City elects to extend the contract it shall provide written notice to the Contractor a minimum of sixty (60) days prior to the expiration of the current contract of its intent to do so. The contract may be terminated by mutual consent of both parties, or by either party, without cause, upon sixty (60) days notice, in writing and delivered by certified mail or in person.

X. Contract Between Contractor and City

- 10.1 This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals and takes precedence over any source, either by verbal or written communications.
- 10.2 This RFP and the contents of the proposal of the successful Proposer will become contractual obligations if an agreement ensues. Failure of the successful Proposer to accept these obligations in an agreement may result in cancellation of the award.
- 10.3 The contract shall be substantially in the form of the attached "Professional Services Agreement."

Proposal Information

Proposal Title: Information Technology Services

Proposal Due Date: 4:00 P.M., September 21, 2018

I. Purpose

The City of Sweet Home (“City”) desires to enter into a professional services agreement with one (1) qualified individual/firm who/that can demonstrate competency and experience in providing informational technology services, and can provide high quality and responsible service at a competitive price to the City. The City seeks Information Technology Services to represent it in matters pertaining to information technology. Additionally, the chosen individual or firm will be amiable to consulting and working with the City’s various departments.

II. Scope of Work

2.1 Information Technology Services – General Information

The general scope of work consists of the contractor (also sometimes referred to as the “Firm”, the “Proposer” or the “Vendor”) performing the following services:

- General desktop support/maintenance
- Server support/maintenance
- Emergency (24/7) technical support
- Antivirus and Antispam monitoring
- Email server and retention support
- Data security support

2.2 Communications

The City requires that the Firm have the communication abilities and skills to provide the City with the most effective and professional advice and to:

- Be available in a timely manner, in person, by telephone, fax or email, for consultation or advice;
- Follow established procedures regarding which City representative(s) may request advice;
- Be familiar with state and federal laws relating to the City;
- Provide periodic status reports on the services provided by the firm;
- Provide itemized monthly invoices of charges; and
- Advise and participate in meetings as requested by the City.

2.3 Responsibilities

- 2.3.1 Responsibility of Contractor – It is understood and agreed that the services the Proposer will be contracted to perform under this shall be rendered directly by it or under close personal supervision by it, and that the work shall be faithfully performed with care and diligence. The Contractor will return all calls or other contracts from City within a reasonable time. If it is not possible for the called or contacted party to respond, the Contractor will make arrangements for a designated member of the Contractor to respond to the contact.
- 2.3.2 Responsibility of the City – The City will provide the Contractor with a list of designated City employees who are authorized to contact the Contractor. The City of Sweet Home will also provide a point of contact for all service and billing issues.
- 2.3.3 Joint Responsibility – If additional services, supplemental to those included are required, both the City and the Contractor have the responsibility to identify those services, include them as an addendum or amendment to the Contract and determine fair compensation for the additional services.

III. Specific Information Technology Services Required

3.1 Experience and Expertise

A Firm making a proposal must show that it has experience and expertise in:

- 3.1.1 On-site IT assistance;
- 3.1.2 Remote support;
- 3.1.3 Anti-Virus and Anti-spam services;
- 3.1.4 Archiving for governmental organizations;
- 3.1.5 Server support and backup protocols;
- 3.1.6 Securing PCs;
- 3.1.7 Enterprise user security;
- 3.1.8 24-hour phone support (for Police Department); and
- 3.1.9 Maintenance and support for emergency services operations.
- 3.1.10 Email and email servers

3.2 Administrative Services

- 3.2.1 Firm will provide a principal or partner-level individual to be the point of contact for all service and billing issues.
- 3.2.2 Firm will recommend specialists for other services related to the project if the City so requests. The City reserves the right of approval of any specialist(s) and to select other providers.
- 3.2.3 Concerning the manner in which services are provided, the City expects that the work will be assigned to individuals in the most efficient manner consistent with their experience and training.

- 3.2.4 If it is necessary to associate with other contractors in any matter, prior approval must be obtained from the City designed contact with the Firm. The Firm must inform associated service providers of the procedure set forth herein.

3.3 Invoicing and Statement of Work

- 3.3.1 A schedule of incremental and hourly rates of all functions of the Firm who will work on City matters must be submitted as part of the proposal. The rates provided should reflect the rates to be charged for each year covered by the proposal.
- 3.3.2 Invoiced for services will be submitted monthly for any month in which there has been activity of any substance. An annual summary of billing will also be provided when requested by the City. Time spent by the Firm is to be shown in specific time billing periods, such as by the minute, by the quarter hour or whatever increment of time is mutually acceptable to the Firm and to the City.
- 3.3.3 Each monthly invoice will set forth separately each matter currently being handled and will clearly identify the City employee(s) working with the Firm. Included monthly must also be a total charged to date for each matter.
- 3.3.4 For each matter denoted on an invoice, the detail will include the hours spent by each of Contractor's personnel on the file.
- 3.3.5 Each expense and/or disbursement must be specifically identified on the invoice.

3.4 Changes of Scope and Additional Work

The Contractor may be requested to perform special projects for the City. Because of variations in the demand for additional services from time to time, such work shall be agreed upon in advance, contracted for, provided and billed separately to the City on a pre-arranged basis.

IV. Proposer Requirements

4.1 Minimum criteria

Each Proposer shall demonstrate and meet the following minimum criteria:

- 4.1.1 Each Proposer shall have not less than six (6) years experience, not less than three (3) of which are within the State of Oregon, in providing all the types of services required within the Scope of Work.
- 4.1.2 Shall be currently licensed/certified to provide information technology services in the state of Oregon.
- 4.1.3 Shall demonstrate, to the satisfaction of the Evaluation Committee, the ability to provide the services required within the Scope of Work to the City and shall demonstrate a proven history of providing such service for public agencies.
- 4.1.4 Shall not have a record of substandard workmanship. The City will verify this requirement by communication with the licensing authority, a variety of each

Proposer's clients and references, and as many other references as may be deemed appropriate.

4.2 **Cost of RFP and Associated Responses**

This RFP does not commit the City to paying any expenses incurred by any Firm in the submission or presentation of a proposal, or in making the necessary studies for the preparation of a proposal, or in traveling to the site of the interviews. All such costs and expenses shall be borne by each Proposer.

4.3 **Right to Clarification and Additional Research**

The City reserves the right to obtain clarification of any point in a Firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the Firm's proposal. The City may obtain information from any legal source for the clarification of any proposal or for information on any Firm including, but not limited to, police files, insurance files, agency files, credit bureaus and/or professional organizations. The City shall not be required to inform the Firm of any intent to perform additional research in this respect or of any information thereby received.

4.4 **Items that are subject to negotiation.**

For professional services the Scope of Work, pricing structure whether a lump sum or rate schedule and all other aspects of this Request for Proposal may be subject to negotiation.

Any terms and conditions of the Professional Services Agreement that the proposer wishes to negotiate or modified shall be presented in the response to this RFP.

GENERAL INSTRUCTIONS TO PROPOSERS

The following instructions, terms and conditions apply to all proposals to provide either goods or services to the City of Sweet Home.

- I. PROPOSALS NOT AVAILABLE FOR PUBLIC INSPECTION AT THE OPENING. In accordance with ORS 279B.060(5)(a) only the names of the proposers shall be disclosed at the opening. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued.

- II. CITY RESERVATION OF RIGHTS. The City expressly reserves the following rights:
 - 2.1 To reject any and/or all irregularities in the proposals submitted.
 - 2.2 To reject any and/or all proposals or portions thereof.
 - 2.3 To base awards due with regard on quality of services, experiences, compliance with specifications and other such factors as may be necessary in the circumstances.
 - 2.4 To make the award to any Proposer whose proposal, in the opinion of management and the Council, is in the best interest of the City.
 - 2.5 To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the proposer.
 - 2.6 Only the evaluation factors specified in this solicitation may be used as a basis for award.

- III. USE OF PROPOSAL FORMS. Proposers are required to use the furnished Proposal Forms. Please retain a copy for your records.

- IV. LATE PROPOSALS. Any proposal received after the hour and date specified will not be considered and will be returned unopened. It is the sole responsibility of the offering Proposer or Contractor to ensure receipt of proposals by the City in the specific location designed by the specified time.

- V. PROPOSER PRESENTATIONS. The Proposer further agrees to the following:
 - 5.1 To examine all specifications and conditions thoroughly.
 - 5.2 To provide for appropriate insurance, deposits and performance bonds if required.
 - 5.3 To comply fully with specifications as attached for the agreed contract, especially where materials and work are involved.

5.4 That any and all registration requirements where required for contractors as set forth in the Oregon Revised Statutes are met.

- VI. ADDENDA. Any amendment(s) to or error(s) in the general Specifications or Project/Proposal section called to the attention of the City will be added to or corrected and furnished by written addendum to all those holding specifications. All addenda shall be mailed to at least five (5) business days before the time set for proposal submission. All addenda issued during the proposal period will be incorporated into any resultant contract.
- VII. FORMAT OF PROPOSALS. Telephone proposals are not acceptable. Telegraphic or faxed proposals will not be considered unless authorized by the Special Instructions.
- VIII. OWNERSHIP OF PROPOSAL DOCUMENTS. All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Proposer shall become the sole and exclusive property of the City, in the public domain and not the property of the Proposer. The Proposer shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.
- IX. INVALID PROPOSAL DOCUMENTS. Copies of proposal documents obtained from sources other than the City Finance Department (such as other Contractors) are not valid proposal documents. It is the Proposer's responsibility to insure that their name is on the City's proposer list for that particular service in order to receive notification of all addenda as well as additional relevant information.
- X. PROTEST OF PROPOSAL SPECIFICATIONS OR CONTRACT TERMS
 - 10.1 Time for Submission of Protest. Specifications and contract terms shall be made available for inspection and copying at the address provided below. Unless a different deadline is specified in the Request for Proposals, protests of the proposal specifications or contract terms shall be presented to the City in writing at least five (5) calendar days prior to proposal closing.
 - a. Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms. No protest against award because of the content of proposal specifications or contract terms shall be considered after the deadline established for submitting such protest.
 - b. Envelopes containing protests of specifications shall be marked and mailed as follows:

Proposal Specification Protest
Proposal Name:
Attn: Brandon Neish
Finance Director & Treasurer / Finance Department
1140 12th Avenue
Sweet Home, OR 97386

XI. PROTEST OF INTENT TO AWARD

11.1 Notice of Intent to Award. (OAR 137-047-0610) The written notice of intent to award a contract shall constitute a final decision of the City to award the contract if no written protest of the notice of award is filed with the City within seven (7) calendar days of the notice of intent to award. If a protest is timely filed, the notice of award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The notice of intent to award and any written decision denying a protest shall be sent to every Proposer.

11.2 Right to Protest. Any actual Proposer who is adversely affected or aggrieved by the notice of intent to award of the contract to another Proposer on the same solicitation shall have seven (7) calendar days after the notice of intent to award to submit to the City a written protest of the notice of intent to award. The written protest shall specify the grounds upon which the protest is based. This City shall not entertain a protest submitted after the time period established in this rule or such different period as may be provided in the City's RFP.

XII. WRITTEN PROTEST OF INTENT TO AWARD. Proposers must submit written protests of the intent to award to the Finance Department within seven (7) days after the notice of intent to award. The written protest must specify the grounds upon which the protest is based.

XIII. WITHDRAWAL OF PROPOSALS. Proposals may be withdrawn on written or telegraphic request received from Proposers prior to the time fixed for proposal closing. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal of the proposal after the proposal has been opened.

XIV. REJECTION OF PROPOSALS. The City reserves the right to reject any or all proposals received in response to this RFP if it is determined to be in the best interest of the City. The City shall notify all proposers of the rejection of all proposals, along with the reasons for rejection of all proposers. (Criteria for rejection of all proposals is located at OAR 137-047-0650).

XV. ERASURES AND CORRECTION. The RFP response must not contain any erasures or corrections unless the Proposer initials each change.

XVI. DURATION OF PROPOSAL. Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or change of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

XVII. PUBLIC RECORDS. This Request for Proposals and one (1) copy of each original proposal received in response thereto, together with copies of all documents pertaining to the award of a purchase or contract, shall be kept by the City for a period of at least three (3) years and made a part of a file or records which shall be open to public inspections after a notice of award has been issued. If a proposal contains any proprietary information that the Proposer does not want disclosed to the public or used by the City for any purpose other than evaluation of their offer, each sheet of such information must be marked with the following legend:

“This data shall not be disclosed outside the City or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to the Contractor as a result of, or in connection with, the submission of such information, the City shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City’s right to use information contained herein if it is obtained from another source.”

The above restriction may not include cost or price information that is required to be open to public inspection.

XVIII. SUBCONTRACTING

18.1 All subcontracting shall be subject to the approval of the City. No list of subcontractors approved by the City may be changed or departed from except as consented to by the City in writing. Whenever the City consents to the substitution of one subcontractor for another, if any reduction in cost to the contractor result therefrom the amount thereof shall be passed on to the City as a reduction in the amount to be paid to the contractor for the performance of the work.

18.2 The contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of person either directly or indirectly employed by the contractor, and the fact that subcontractors are subject to the approval of the City shall not affect the contractor’s responsibility in this regard.

18.3 The contractor shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work of all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor’s portion of the work.

18.4 Nothing contained in the contract documents shall be construed to create any contract between the City and any subcontractor. Subcontracts must be let pursuant to applicable Oregon Statutes and Administrative Rules.

XIX. PRIME CONTRACTOR RESPONSIBILITIES. The selected Proposer will be required to assume responsibility for coordination, engineering, delivery, installation and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Further, the City will consider the selected Proposer to be the sole point of contract with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration. Only service and equipment offered by Proposers who have installed similar systems of comparable size will be considered. All service and equipment offered will be in current standard production and of the latest design.

XX. INTERGOVERNMENTAL COOPERATIVE AGREEMENT
Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the City of Sweet Home. Any estimated purchase volumes listed herein do not include other public agencies and the City of Sweet Home makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Will your company participate in Intergovernmental Cooperative Purchasing?

Yes No

If No, please explain on a separate sheet of paper.

XXI. AFFIRMATIVE ACTION/NONDISCRIMINATION. By submitting a proposal, the Contractor agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive Order 11246, Fair Employment Practices, Equal Opportunity Act, Americans with Disabilities Act and Oregon Revised Statutes. By submitting a proposal the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

XXII. ACCOUNT REPRESENTATIVE. The selected Contractor shall assign a competent account representative acceptable to the City who will represent the Contractor in

providing contracted services to the City. If the account representative is removed by the Contractor, the new representative must be acceptable to the City.

- XXIII. PREVAILING OPINION. IF any doubt or difference of opinion arises between the City and the Contractor as to the interpretation of this RFP, the decision of the City will be final and binding upon all parties.
- XXIV. PUBLICITY. News releases by the Contractor pertaining to the award of any contract or use of any product will be made with prior written approval from the City.
- XXV. FINANCIAL INTEREST. By submitting a proposal the Proposer certifies, under penalty of perjury, that no City employee or officer has a direct or indirect financial interest in the proposal. Moreover, the Proposer certifies that the RFP response did not involve illegal collusion with another Proposer.
- XXVI. PERFORMANCE AND PAYMENT BONDS. No performance and payment bonds are required.
- XXVII. RIGHT TO CLARIFY. The City reserves the right to obtain clarification on any point in the Proposer's proposal. The failure of the Proposer to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware will be provided at no cost to the City. The City is not obliged to evaluate any or all products.
- XXVIII. CONTRACT AWARD. The award of a contract is accomplished by executing a written agreement that incorporates the entire RFP, Proposer's response, clarifications, addenda and additions. All such materials constitute the contract documents. The Proposer agrees to accept the contract terms of the attached Professional Services Agreement unless substantive changes are made without the approval of the Proposer. The issuing office is the sole point of contract for the issuance of the contract.
- XXIX. PATENT/COPYRIGHT INFRINGEMENT. The Proposer will defend the City from any suits related to patent/copyright infringement. Such a requirement is based upon the condition that the City provides the Proposer with prompt notice of such suit.
- XXX. RISK OF LOSS AND DAMAGE. The City will not be responsible for the loss or damage of any items during the RFP process.
- XXXI. FAILURE TO PERFORM. In the event that the Proposer fails to perform any material obligations, the City reserves the right to give the Proposer written notice of such failure. The Proposer will then have thirty (30) calendar days to resolve the failure. If the failure is not resolved within thirty (30) days after the City reserves the right to withhold all money that is due and payable to the Proposer. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City

reserves the right to terminate the contract if the Proposer exceeds thirty (30) days of non-performance.

XXXII. SUFFICIENT INFORMATION. The authorized signer of the Proposer's proposal shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their proposals for errors and omissions; that the prices stated in their proposals are correct and as intended are a complete and correct statement of prices.

Certification and Contract Offer

Proposal Title: *Information Technology Services*

Proposal Due Date: *4:00 P.M., September 21, 2018*

I, the undersigned, having carefully examined the above referenced RFP document, and all other related material and information agree to furnish informational technology services to the City of Sweet Home ("City").

I further agree that I will at all times protect the City's information and not make it available to any other source than City, unless so directed by the City in writing.

I further agree that this offer to furnish information technology services will remain in effect at the fees proposed for a period of not less than ninety (90) days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.

If this offer, or portion thereof, is accepted by the City and award is made thereon, I agree to enter into an agreement with the City to furnish information technology services as specified for the fees proposed.

I hereby certify that this proposal is genuine and that I have not entered into collusion with any other proposer(s), vendor(s) or any other person(s).

Authorized Signature

Date

Printed Name

() _____ - _____
Phone Number

Title

Tax Identification/SSN

Company Name

Address

RETURN THIS COPY (SIGNED) WITH YOUR PROPOSAL



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: August 28, 2018	TITLE: Approve purchase of CXT Denali Dual-Unit Restroom for Sankey Park.	TYPE OF ACTION: — RESOLUTION <u>x</u> MOTION — OTHER
SUBMITTED BY: Joe Graybill, City Engineer	ATTACHMENTS: Solicitation Review Datasheet. Vendor Ordering Unit Worksheet. Elevation View of structure. Area Map for Installation.	
REVIEWED BY: Ray Towry, City Manager		

PURPOSE OF THIS RCA:

To review and receive Council approval for the purchase of a CXT pre-fabricated Denali Model concrete restroom for Sankey Park using the City and State approved purchasing methods.

BACKGROUND/CONTEXT:

The City of Sweet Home is replacing the older restrooms in Sankey Park. Following City and State “Intermediate Procurement” rules ORS 279B.070 through 279B.110 inclusive.

Staff received 4 informal project quotes from 5 vendors contacted, and compiled them for review and recommendation from the Park & Tree Committee. The Committee recommended the CXT’s, “Denali” model unit for placement in Sankey Park. A file with the solicited quotes are available for review in the CEDD office upon request.

The new restroom will be located adjacent to the previous location of the manufactured home that was removed this summer. Situated next to the existing gravel parking lot near the Weddle Bridge and future Weddle Plaza area, it will be prominently visible in the center of the park. The building is turned at an angle to match the alignment of the Weddle Bridge, both to reflect that orientation, and to provide visibility to all 4 sides of the restroom from the street. Something the existing restroom building does not have.

This project is one of many features planned for in the Sankey Park Master Plan. Multiple Plans developed over the years with public input have prioritized the replacement of the older restrooms. It is also a main component of the current Park Improvement Plan Phase 1.

The design, construction and site work will occur this fall/winter, with estimated late 2018 completion.

Timeline:

August 28, 2018:	Approval to Contract.
September:	Design Checklist & Contract.
September - October:	City Utility relocation, Path Construction.
September – November:	Unit Construction by CXT (90 days typically).
November:	Unit Delivery & Utility Connection.
December 2018:	Open for Business.

A new solid vandal resistant concrete building will provide easily accessible private single/family assist restroom use for park patrons. With the structure in the center of the park, and visible from all sides, this is very positive addition to Sankey Park.

THE CHALLENGE/PROBLEM:

Will the City Council continue to support efforts to improve Sankey Park features, and provide safe and pleasant restroom facilities for the public?

STAKEHOLDERS:

- City of Sweet Home residents – Citizens are provided with attractive, durable, ADA-Family Assist restrooms.
- City of Sweet Home City Council – Continued commitment to funding park improvements city wide, and in Sankey Park specifically.
- Tourists and Visitors: – Provides an attractive building for public use in the park.

ISSUES & FINANCIAL IMPACTS:

The 2018-2019 adopted budget lists \$100K for restrooms at Sankey Park. The estimated total cost of the restroom will be a combination of the structure, utility relocations, and pathway approach concrete. The cost of the restroom is estimated to be \$72,632 delivered, with the utility relocation may be completed with City forces. For code compliance, the plumbing connection inside the unit, estimated to be about \$1K, and the electrical connections, estimated to be \$2-3K, requires licensed contractors. The approach pathway construction will be approximately \$10K, though that is still in development. Estimated total would be ~\$86-90K.

The request to incorporate a storage room module with the main unit is an additional \$52,411. This provides an additional 7 to 8 ft deep by building width (19ft), though at significant cost. The intent of the extra storage space is to have more than just shelving for cleaning supplies, but to have space for the irrigation control network, and space for cameras systems, etc.

The larger building would be \$125,830, with site work to an estimated total of about ~\$140K.

ELEMENTS OF A STABLE SOLUTION:

Approval of a new restroom in accordance with the publicly adopted masterplan.

OPTIONS:

1. Do Nothing. Council could choose to move forward without purchasing a restroom.
2. Purchase CXT Denali Unit Restroom. Council could choose to move to purchase the CXT Denali Unit Restroom, with the associated utility and access path expenses.
3. Purchase CXT Denali Unit Restroom with Storage Unit Addition. Council could choose to move to purchase the CXT Denali Unit Restroom with the additional storage room, with the associated utility and access path expenses, for additional funds.

RECOMMENDATION:

Staff recommends Option 2, Motion to approve staff purchase a CXT Denali Unit Restroom in accordance with local and state purchasing requirements.

Sankey Park 2018
 Restroom Bulding Placement
 OEM List

Contact Name	Company	Address	Unit Name	Format Type	Cost	Items / Assem.	Shipping	Total	Comment
1 Eric Kuester	CXT	Spokane WA	Denali	Concrete Pre-Fabricated 2-ADA Single/Family w/ Storage	\$ 53,763	\$ 15,293	\$ 3,576	\$ 72,632	Crane lift to pad location. Connection to Utilities (City option) Two-tone Color SS Fixtures Electric Hand Dryer Magnetic Door Locks Exterior ADA Drinking Fountain & Skirt WA Management Fee (1.5%).
2 Travis Olson	RomTec	Roseburg OR	Model 20-24	Concrete Block - Kit Assem. 2-ADA Single/Family w/ Storage	\$ 40,000	\$ 25,000	\$ 4,000	\$ 69,000	Contractor to assemble building components. Estimate of \$25K is approx only.
3 Evan Maden	Portland Loo	Portland OR	Single.	Steel Pre-Fabricated 1-ADA Single/Family w/o Storage	\$ 91,500	\$ -	\$ 1,650	\$ 93,150	Crane lift to pad location.
4 Ted Munley	Public Restroom Company	Aumsville OR Reno NV	PS-022-CE-ST	Concrete Block - Kit Assem. 2-ADA Single/Family w/ Storage	\$ -	\$ -	\$ -	\$ 180,000	Price is high end of unit w/ Options. Other prices available with project list. Contractor to assemble building components. End of year delivery - very busy.
5 No Contact	Esi-Set	Bakersfield CA	Carson	Concrete Block - Kit Assem. 2-ADA Single/Family w/o Storage	na			na	No Response

CXT Concrete Buildings

Buildings Textures & Professional Site Maintenance & Replacement Texas Government Sales Region
Colors Services & Install Warranty Parts Tornado Shelters Purchasing Information

Fully accessible building



Board and Batt Siding with Cedar Shake Roof

CXT Concrete Buildings

Buildings Textures & Professional Site Maintenance & Replacement Texas Government Sales Region
Colors Services & Install Warranty Parts Tornado Shelters Purchasing Information

Fully accessible building



Board and Batt Siding with Cedar Shake Roof

State of Washington
Contract #00213

CXT Incorporated
 3808 North Sullivan Road Bldg. #7
 Spokane, WA 99216
 Federal Tax ID #91-1498605A

Denali Toilet Building

Cost Work Sheet and Order Form

Complete One Form per Unit Ordered

Site name and Address (or closest cross street) _____ 847 14th Avenue - Sankey Park _____

City (or closest town) _____ Sweet Home, Or 97386 _____

Contact Phone number: ___541-367-6977___ Fax ___ email address: _jgraybill@sweethomeor.gov_

Accepted By: _____ Date: _____

Unit Price of Flush Toilet and Placement

Flush toilet with horizontal lap or board & batt upper wall texture, simulated stone lower wall texture, and simulated shake roof, vitreous china fixtures, galvanized painted doors and frames, electrical package, Sacrificial antigraffiti sealer. **\$53,763.00** \$ _53,763

One-Way Transportation Cost, (between Spokane, WA and the site) **\$3,576.00** \$ _3,576

Added Cost Options:

- Final Connection to Utilities - **\$2,240.00** \$ _____
- Roof Options (Delta Rib or Exposed Aggregate)- **\$1,008.00** \$ _____
- Two-Tone Color Scheme - **\$275.00** \$ _275
- Stainless Steel Fixtures - **\$1,866.00** \$ _1,866
- Electric Hand Dryers - **\$2,305.00** \$ _2,305
- Electronic Flush Valves w/o Urinal - **\$1,043.00** \$ _____
- Electronic Lavatory Faucets - **\$1,043.00** \$ _____
- 4 Gallon Eemax Water Heater - **\$355.00** \$ _____
- Insta-Hot Water Heaters (2) - **\$1,108.00** \$ _____
- Tile Floors in Restrooms - **\$2,744.00** \$ _____
- VandlShield XT Sealer - **\$3,129.00** \$ _3,129
- Marine Package for Extra Corrosion Resistance - **\$3,567.00** \$ _____
- Fiberglass Entry and Chase Doors and Frames - **\$3,787.00** \$ _____
- Magnetic Door Locks (not chase door) - **\$3,418.00** \$ _3,418
- Exterior Mounted ADA Drinking Fountain - **\$2,963.00** w/Bottle Filling \$ _2,963
- Haws SK1 Drinking Ftn. Cane Skirt (may be req'd for ADA – CXT recommended) - **\$264.00** \$ _264
- Skylight (each) - **\$476.00** \$ _____
- Marine Grade Skylight (each) - **\$1,568.00** \$ _____
- Exterior Frostproof Hose Bib with Box - **\$431.00** \$ _____
- Paper Towel Dispenser - **\$95.00 EA** \$ _____
- Toilet Seat Cover Dispenser - **\$84.00 EA** \$ _____
- Sanitary Napkin Disposal - **\$54.00 EA** \$ _____
- CXT Wastebasket - **\$43.00 EA** \$ _____
- Paint Touch up Kit - Single Color - **\$46.00** \$ _____
- Paint Touch up Kit - Two Tone Color - **\$56.00** \$ _____

***Options Continued on Page 2**

- Optional Restroom Section - **\$57,339.00***** \$_____
- Optional Shower Section - **\$76,109.00** \$_____
 - (Includes 80 gallon WH, Shower Fixtures, & 2 Lavs)
- Optional Concession Section - **\$70,320.00** \$_____
 - (Includes Concession Door w/Sliding Window, 3 Compartment Sink, & Vitreous Sink)
- Optional Storage Section - **\$52,411.00** \$___??__

Add: WA Management Fee in the amount of 1.50% of building cost, not including shipping. \$___1,073

Total Cost per Unit \$___72,632

*****Note: When choosing the optional Restroom Section please double the cost for the restroom options chosen above (if any).**

No Cost Options: Mark with "X": For Two Tone color- R=Roof, W=Exterior Walls

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Sage Green*** | <input type="checkbox"/> Amber Rose | <input type="checkbox"/> Liberty Tan | <input type="checkbox"/> Berry Mauve |
| <input type="checkbox"/> Toasted Almond | <input type="checkbox"/> Oatmeal Buff | <input type="checkbox"/> Buckskin | <input type="checkbox"/> Rosewood |
| <input type="checkbox"/> Sun Bronze | <input type="checkbox"/> Golden Beige | <input checked="" type="checkbox"/> Mocha Carmel | <input type="checkbox"/> Malibu Taupe |
| <input type="checkbox"/> Sand Beige | <input type="checkbox"/> Natural Honey | <input type="checkbox"/> Salsa Red | <input checked="" type="checkbox"/> Java Brown |
| <input type="checkbox"/> Pueblo Gold | <input type="checkbox"/> Cappuccino Cream | <input type="checkbox"/> Coca Milk | <input type="checkbox"/> Raven Black |
| <input type="checkbox"/> Granite Rock | <input type="checkbox"/> Georgia Brick | <input type="checkbox"/> Western Wheat | <input type="checkbox"/> Nuss Brown |
| <input type="checkbox"/> Rich Earth | <input type="checkbox"/> Charcoal Grey | | |

***Signage:**

- Men
- Women
- Unisex

Roof:

- Cedar Shake

Top Section of Building:

- Board and Batt
- Horizontal Lap

Bottom Section of Building:

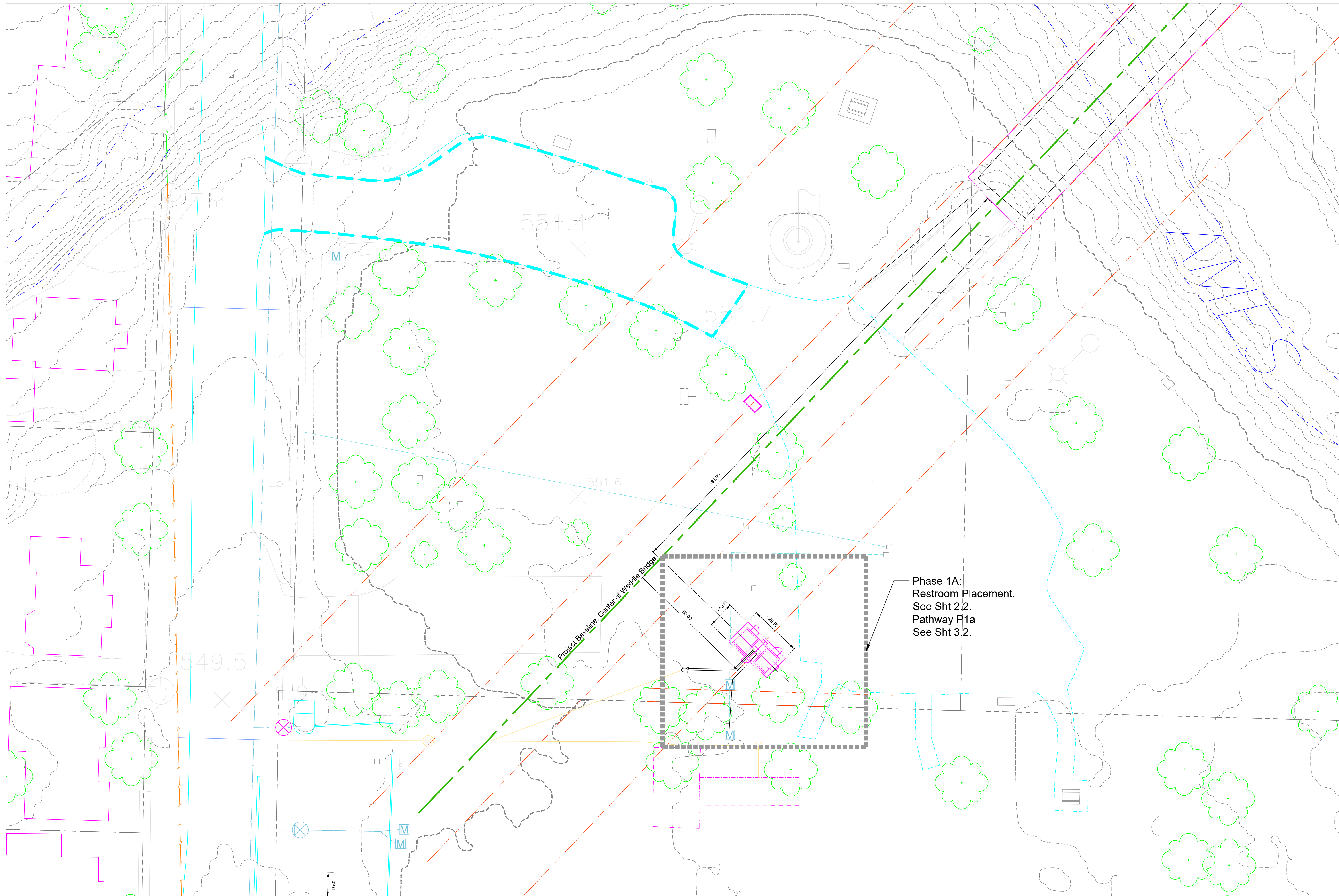
- Round River Rock
- Napa Valley Stone
- Flag Stone

Rock Color Selection:



- Basalt
- Mtn Blend
- Natural Grey
- Romana

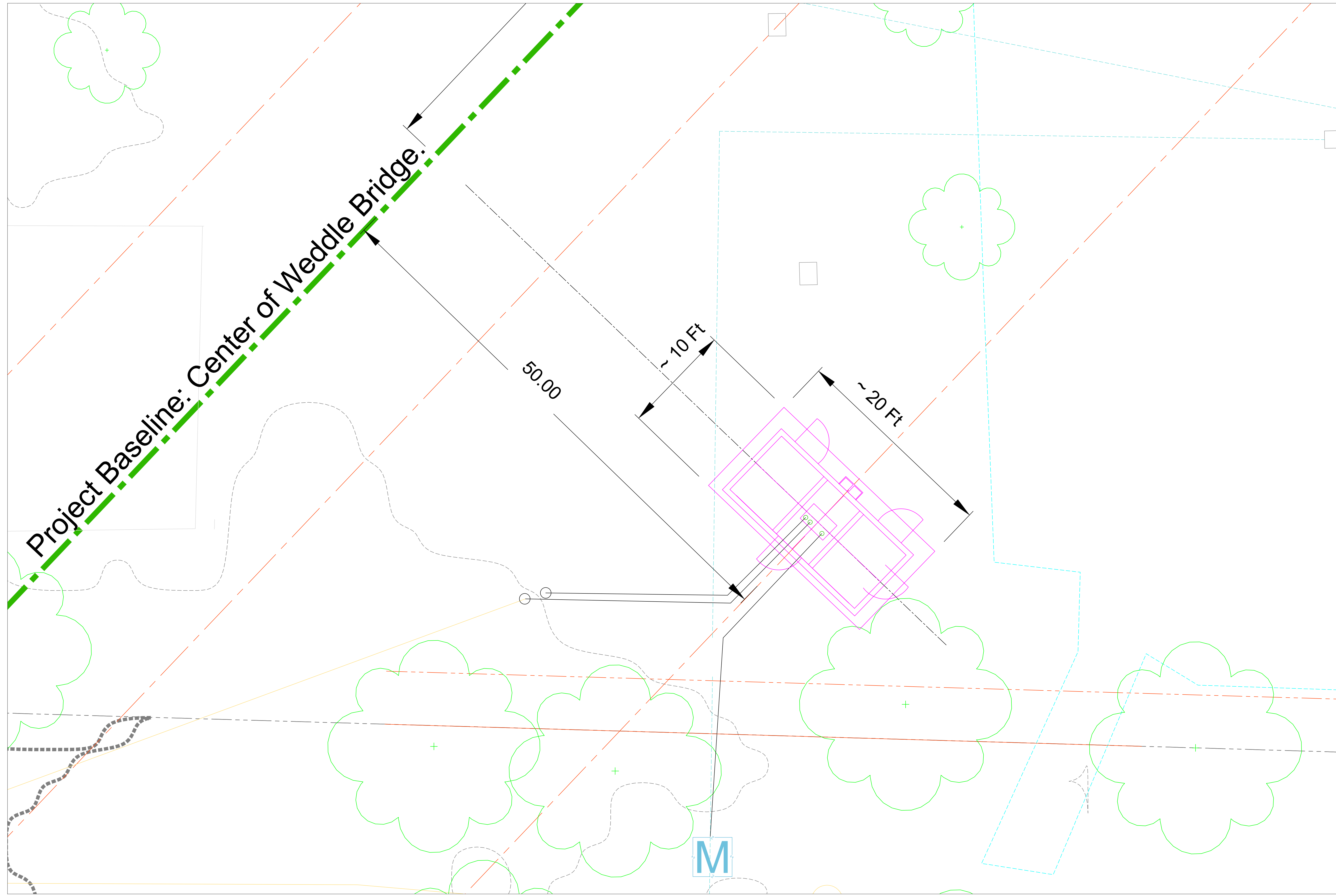
**Building includes "Restroom" sign(s) in braille & roman letters.

State Contract Specialist: John Allen @ 360-407-8406
 CXT Territory Salesman: Eric Kuester @ 509-994-9900
 CXT Inside Sales Manager: Ali Cairns @ 509-892-3238



Scale: 1" = 16'

DWG No./Rev. g:\img\xxxxxxx.dwg	XRefs: g:\img\xxxxxxx.dwg		CITY OF SWEET HOME Public Works Department Engineering Division, 1140 12th Avenue T:541-387-4877, F:541-387-0440	 LINE IS 2 INCHES FULL SIZE 1" = 16' (As Recommended)	SCALE 1" = 50' FILE: DRW x-x SHIP: xxx	SIZE 03-14-2018 D
	ISSUE / REV. XXXX				TITLE Sankey Park Concept Plan Improvements Phase 1 Location of New Sankey Restrooms	SHEET 2.1



Scale: 1" = 4'


Project Baseline: Center of Weddle Bridge.

M

50.00

~ 10 Ft

~ 20 Ft

TITLE Sankey Park Concept Plan Improvements Phase 1 Location of New Sankey Restrooms	ISSUE / REV. xxxxx	CITY of SWEET HOME Public Works Department Engineering Division, 1140 12th Avenue, T: 541-387-4877, F: 541-387-0440		XRefs: g:\wp\xxxxxxx.dwg	DWG No./Rev. g:\wp\xxxxxxx.dwg
SHEET 2.2					



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: August 28, 2018	TITLE: Solid Waste Rates	TYPE OF ACTION: <input checked="" type="checkbox"/> ORDINANCE
SUBMITTED BY: Robert Snyder, City Attorney	ATTACHMENTS: Ord 1117 & Ord 1261	<input type="checkbox"/> RESOLUTION
REVIEWED BY: Ray Towry, City Manager	Sweet Home Sanitation Handout	<input type="checkbox"/> MOTION
		<input type="checkbox"/> OTHER

PURPOSE OF THIS RCA:

An ordinance that sets forth the rate structure for solid waste.

BACKGROUND/CONTEXT:

Waste Connection Inc. (Sweet Home Sanitation) the current providers of solid waste services in Sweet Home is requesting a rate increase to help cover the increased cost of recycling. They are asking for an 8% raise in the rates as of August 1, 2018. A committee of three council members has reviewed this rate increase and recommended that it be approved. This 8% increase is based on extraordinary circumstances in the rising cost of recycling.

In ordinance 1261 of 2017, the last ordinance on rate changes, the parties to the franchise agreed to provide for automatic rate changes by using the Portland-Salem CPI. This CPI is no longer available, and the parties need to choose a new CPI. The franchisee has suggested using the Consumer Price Index – CPI-U West B/C, which as stated in its handout samples smaller urban areas in the Western States.

Section 6.1 in Sweet Home Ordinance 1117 sets forth that any rate changes shall be by ordinance. Sweet Home Ordinance 1261 provides for an automatic annual rate adjustment. Ordinance 1117 process calls for a rate change to go through the ordinance process of a reading in full and two by title in at least two separate public Council meetings. The proposed ordinance would change the Ordinance 1117 rate change process to a resolution (for extraordinary circumstances cases) thereby requiring a resolution by City Council at a City Council public meeting. Annual changes in rates would remain automatic by use of the CPI.

THE CHALLENGE/PROBLEM:

Should the City pass an ordinance to increase the solid waste rate as set forth in Exhibit A for recycling and should the City as part of that ordinance incorporate therein an annual CPI adjustment rate structure using the Consumer Price Index – CPI-U West B/C, and finally; should the City Council amend the process for rate changes in extraordinary circumstances from an ordinance process to a resolution process?

STAKEHOLDERS:

- City of Sweet Home Residents - Recycling and the need for it as valued by the community.
- City of Sweet Home City Council – A Committee reviewed the rate increase matter and referred it to City Council for its consideration with a recommendation of approval. Council is entrusted to make decisions that do the most good for the most people for the longest period of time.

ISSUES & FINANCIAL IMPACTS:

The world recycling market is changing, and the cost of recycling has increased. Under the current ordinance either party can request a change in the rate when faced with extraordinary

circumstances. The City Council must decide what it needs to do about the raising cost of recycling and the increase in the rate accomplices that for now.

The automatic CPI adjustment is one way to structure the rate process that gives the parties a rate structure that will be adjusted each year to reflect that year's changes in the CPI.

A change from the ordinance to a resolution process would make it a process that would allow for a quicker adjustment to market changes in the future for extraordinary circumstances.

ELEMENTS OF A STABLE SOLUTION:

A palatable and predictable rate structure that is transparent and fair to all parties, while ensuring the needs of the community are met.

OPTIONS:

1. Approve Ordinance Bill No.3 for 2018 - Council approve the 8% increase as of August 1, 2018 as set forth in Exhibit A attached to Ordinance Bill No. 3 for 2018.
2. Approve the CPI Change to use Consumer Price Index – CPI-U West B/C – Council approve the CPI Change to use Consumer Price Index – CPI-U West B/C as in Ordinance Bill No. 3 for 2018.
3. Approve Changes in Process – Council approve the change from ordinance process to resolution process for rate changes in extraordinary circumstances.
4. Set a Different Rate – The Council could set a different rate and upon different terms.

RECOMMENDATION:

Staff recommends option 1, 2, and 3. If the proposed ordinance meets with City Council approval, read it in full for its first reading at the council meeting and if the whole council present is in agreement, read it a second time by title only. Finally, decide when the third and final reading will be at the next regular meeting of the Council or before so that the ordinance goes into effect as soon as possible.

ORDINANCE BILL NO. 3 FOR 1998

ORDINANCE NO. 1117

AN ORDINANCE RELATING TO SOLID WASTE MANAGEMENT IN THE CITY OF SWEET HOME, OREGON, INCLUDING BUT NOT LIMITED TO GRANTING TO SWEET HOME SANITATION SERVICE, INC. THE EXCLUSIVE FRANCHISE TO COLLECT, TRANSPORT, AND CONVEY SOLID WASTE OVER AND UPON THE STREETS OF THE CITY, AND TO RECYCLE, REUSE, DISPOSE OF, OR RECOVER MATERIALS OR ENERGY FROM SOLID WASTE; CREATING NEW PROVISIONS; AND REPEALING ORDINANCE NO. 660, AS AMENDED, AND PORTIONS OF OTHER ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1: Short Title. This Ordinance shall be known as the "Solid Waste Management Ordinance", it may be so cited and pleaded, and it shall be referred to herein as "this Ordinance".

Section 2: Policy, Purpose, and Scope. It is declared to be the public policy of the City to regulate solid waste management to accomplish the following:

- 2.1 Insure safe, economical, financially stable, reliable, and comprehensive solid waste service;
- 2.2 Insure rates that are just, fair, reasonable, and adequate to provide necessary public service and to prohibit rate preferences and other discriminatory practices;
- 2.3 Provide technologically and economically feasible resource recovery by and through the franchisee; and
- 2.4 Provide the opportunity to recycle.

Section 3: Definitions.

"*Administrator*" means the mayor of the City or the mayor's designee.

"*City*" means the City of Sweet Home, Oregon and the local government of that name.

"*can*" means a receptacle owned by a customer, not to exceed 32 gallons.

"*compensation*" means and includes:

- (a) Any type of consideration paid for service, including but not limited to rent, the proceeds from resource recovery, and any direct or indirect provision for payment of money, goods, services, or benefits by tenants, lessees, occupants, or similar persons;
- (b) The exchange of service between persons; and
- (c) The flow of consideration from the person owning or possessing the solid waste to the person providing service, or from the person providing service to the person owing or possessing the same.

"*container*" means a receptacle, at least 1 yard capacity, emptied into a collection vehicle, and provided by the franchisee.

"*Council*" means the City Council of the City.

"*franchisee*" means the person granted the franchise by Section 4 of this Ordinance, or a subcontractor to that person.

"*person*" means an individual, partnership, association, corporation, trust, firm, estate, or other private legal entity.

"*recover resources*" and "*resource recovery*" means the process of obtaining useful material or energy resources from solid waste, including energy recovery, materials recovery, recycling, or reuse of solid waste.

"*service*" means storage, collection, transportation, treatment, utilization, processing, and final disposal of, or resource recovery from, solid waste; and providing facilities necessary or convenient to those activities.

"*solid waste*" means all putrescible and non-putrescible wastes, including but not limited to garbage, rubbish, refuse, ashes, swill, waste paper and cardboard, yard debris, residential, commercial, and industrial demolition and construction wastes, discarded residential, commercial, and industrial appliances, equipment, and furniture, discarded, inoperable, or abandoned vehicles or vehicle parts, and vehicle tires, manure, vegetable or animal solid or semisolid waste, dead animals, and all other wastes not excepted by this Ordinance. Solid waste does not include:

- (a) Hazardous wastes as defined by or pursuant to ORS 466.005;
- (b) Sewer sludge and septic tank and cesspool pumping or chemical toilet waste; or

(c) Reusable beverage containers as defined in ORS 459.860.

"solid waste management" means management of service.

"waste" means material that is no longer usable by or that is no longer wanted by the last user, producer, or source of the material, which material is to be disposed of or be resource recovered by another person.

"yard debris" means grass clippings, leaves, hedge trimmings, and similar vegetable waste generated from residential property or landscaping activities but does not include rocks, soil, concrete, stumps, or similar bulky wood materials.

Section 4: Exclusive Franchise and Exceptions.

- 4.1 There is hereby granted to Sweet Home Sanitation Service, Inc. the exclusive right, privilege, and franchise to provide service in, and for that purpose to use the streets and facilities of, the City.
- 4.2 Except for the franchisee, no person shall:
 - 4.2.1 Provide service for compensation, or offer to provide, or advertise for the performance of service for compensation;
 - 4.2.2 Provide service for compensation to any tenant, lessee, or occupant of any real property of the person.
- 4.3 Solid waste, whether or not source-separated, and including recyclable material, placed out for collection by the customer, is the property of the franchisee.
- 4.4 Nothing in this Ordinance shall prohibit any person from transporting solid waste he produces himself to an authorized disposal site or resource recovery facility providing he complies with Section 9 of this Ordinance. Solid waste produced by a tenant, licensee, occupant, or similar person is produced by the person, not the landlord or property owner.

Section 5: Franchise Term and Renewal.

- 5.1 The rights and privileges and franchise herein granted begin October 1, 1998 and shall continue and be in full force for a period of 6 years, to and including September 30, 2004, subject to the terms and conditions of this Ordinance.
- 5.2 Unless the Council acts to terminate further renewals of the franchise, on each January 1 the franchise shall be renewed annually for a term of 6 years from each such annual renewal.

Section 6: Rates.

- 6.1 Rates for service shall be as in the attached Exhibit A, by this reference hereby incorporated in this Ordinance. Changes in rates shall be made only by an ordinance amending Exhibit A.
- 6.2 The franchisee shall not give any rate preference to any person, locality, or type of solid waste stored, collected, transported, disposed of, or resource recovered. This Section 6.2 shall not prohibit uniform classes of rates based upon length of haul, type or quantity of solid waste handled, and location of customers so long as those rates are reasonable based upon costs of the particular service and are approved by the Council in the same manner as other rates, nor shall it prevent any person from volunteering service at reduced costs for a charitable, community, civic, or benevolent purpose.

Section 7: Franchise Fee. In consideration of the franchise, the franchisee shall pay to the Treasurer of the City an amount equal to 3% of the franchisee's annual gross cash receipts from the operation of the service. This fee is payable monthly. The franchisee shall, by March 31 each year, furnish to the Administrator a written accounting of its gross cash receipts from the operation of the service for the prior year. At the same time, the franchisee shall pay the difference, if any, by which 3% of those gross cash receipts exceeds its monthly payments for the prior year. If those monthly payments exceeded, however, 3% of those gross cash receipts for the prior year, the franchisee shall receive full credit therefor against the next monthly payments coming due under this Section 7.

Section 8: Franchisee Responsibility. The franchisee shall:

- 8.1 Dispose of solid wastes collected at a site approved by the local government unit having jurisdiction of the site or recover resources from the solid wastes, both in compliance with Chapter 459, Oregon Revised Statutes, and regulations promulgated thereunder.
- 8.2 Provide the opportunity to recycle consistent with ORS Chapter 459 and regulations promulgated thereunder.
- 8.3 Provide and keep in force public liability insurance coverage of not less than \$1,000,000 for injury to a single person, and \$1,000,000 property damage, all relating to a single occurrence, which shall be evidenced by a certificate of insurance filed with the City Recorder. Increases in coverage for public liability insurance will be provided for as the law requires.
- 8.4 Furnish to the City, at the franchisee's own cost, a corporate surety bond in the penal sum of \$1,000 to guarantee the strict observance and performance of this Ordinance.
- 8.5 Collect solid waste from the public waste receptacles maintained by the City, the waste receptacles at the City Hall, at the City library, at the City parks, and at other reasonable

places designated by the City, at no charge to the City for these services, and also collect and dispose of solid waste at such times that the City shall have special problems in disposing of such solid waste, on such terms as may be agreed upon by the franchisee and the Council.

- 8.6 Within 30 days after the effective date of this Ordinance, file with the City Recorder a written acceptance of this franchise.
- 8.7 Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide all types of necessary service or subcontract with others to provide the service pursuant to Section 14 of this Ordinance. Where one or a few large customers require substantial investment in new or added equipment not otherwise necessary to service the franchised service area, the franchisee may require a contract with those sources providing that the customer will require and pay for service for a reasonable period of time. This contract exception is intended to assist in financing the necessary equipment and in protecting the integrity of the remaining service should the source or sources terminate collection service.
- 8.8 Respond to any written complaint on service.

Section 9: Public Responsibility. In addition to compliance with ORS Chapters 459 and 459A and regulations promulgated thereunder:

- 9.1 To prevent recurring back and other injuries to collectors and other persons and to comply with safety instructions to collectors from the State Accident Insurance Fund:
 - 9.1.1 All customers who subscribe to franchisee's residential rollcart collection service shall use rollcart containers furnished by the franchisee only. All such containers shall remain the property of the franchisee.
 - 9.1.2 To allow proper use of franchisee's pickup equipment for rollcart containers, all residential customers shall, whether on collection days or for on-call service, place all containers at the street, curb, or other pickup point designated by the franchisee. Containers shall not be loaded beyond the manufacturer's recommended maximum load weight.
 - 9.1.3 If any disabled residential customer (with a DMV disabled-parking certification, physician's letter, or other reasonable certification of disability) is unable to roll the container to the street or curb, the franchisee will furnish pick up the container at the customer's residence at the same rate as curb service. All such containers shall remain the property of the franchisee. Any other customer who wants the container picked up at a location other than the curb shall, at franchisee's request, specify the location in writing. The location must be visible

from the street. The franchisee may charge an additional fee for non-curbside service.

- 9.1.4 Except when containers are furnished by the franchisee to residential customers under sub-section 9.1.1, cans may be provided by customers and shall not exceed 60 pounds gross loaded weight or 32 gallons in size. Only round cans shall be used. Cans shall be tapered with a smaller bottom than top opening, shall have handles at the top, and shall have a place for a handhold at the bottom.
 - 9.1.5 Sunken receptacles shall not be used.
 - 9.1.6 All containers, including containers furnished by the franchisee to residential customers under sub-section 9.1.1, shall be rigid, rodent-proof, and approved by the franchisee.
 - 9.1.7 The user shall provide safe access to the pickup point so as not to jeopardize the safety of the driver of a collection vehicle or the motoring public or to create a hazard or risk to the person providing service. Where the Council finds that a private bridge, culvert, or other structure or road is incapable of safely carrying the weight of the collection vehicle, the collector shall not enter onto the structure or road. The user shall provide a safe alternative access point or system.
- 9.2 To protect the privacy, safety, pets, and security of customers and to prevent unnecessary physical and legal risk to the collectors, a residential customer shall place the container to be emptied outside of any locked or latched gate and outside of any garage or other building.
- 9.3 Any vehicle used by any person to transport solid wastes shall be so loaded and operated as to prevent the wastes from dropping, shifting, leaking, blowing, or other escapement from the vehicle onto any public right-of-way or lands adjacent thereto.
- 9.4 Any person who receives service shall be responsible for payment for the service. When the owner of a single or multiple dwelling unit or mobile home or trailer space has been notified in writing by the franchisee of his contingent liability, the owner shall be responsible for payment for service provided to the occupant of the unit if the occupant does not pay for the service.

Section 10: Supervision. Service provided under the franchise shall be under the supervision of the Administrator. The franchisee shall, at reasonable times, permit the Administrator's inspection of its facilities, equipment, and books and records related to its charges, rates, and receipts.

Section 11: Suspension, Modification, or Revocation of Franchise.

- 11.1 Failure to comply with a written notice to provide necessary service or otherwise comply with the provisions of this Ordinance after written notice and a reasonable opportunity to comply shall be grounds for modification, revocation, or suspension of the franchise.
- 11.2 After written notice from the Council that those grounds exist, the franchisee shall have 30 days from the date of mailing of the notice in which to comply or to request a public hearing before the Council.
- 11.3 If the franchisee fails to comply within the specified time or fails to comply with the order of the Council entered upon the basis of findings at the public hearing, the Council may suspend, modify, or revoke the franchise or make that action contingent upon continued non-compliance.
- 11.4 At a public hearing, the franchisee and other interested persons shall have an opportunity to present oral, written, or documentary evidence to the Council.
- 11.5 If the Council finds an immediate and serious danger to the public through creation of a health hazard, it may take action within a time specified in the notice to the franchisee and without a public hearing prior to taking that action.

Section 12: Preventing Interruption of Service. Whenever the Council determines that the failure of service or threatened failure of service would result in creation of any immediate and serious health hazard or serious public nuisance, the Council may, after a minimum of 24 hours' actual notice to the franchisee and a public hearing if the franchisee requests it, authorize another person to temporarily provide the service or to use and operate the land, facilities, or equipment of the franchisee through leasing to provide emergency service. The Council shall return any seized property and business upon abatement of the actual or threatened interruption of service.

Section 13: Termination of Service. The franchisee shall not terminate service to all or a portion of its customers unless:

- 13.1 The street or road access is blocked and there is no alternate route; *provided, however,* the City shall not be liable for any such blocking of access;
- 13.2 Excessive weather conditions render providing service unduly hazardous to persons providing service, or the termination is caused by accidents or casualties caused by an act of God or a public enemy; or
- 13.3 A customer has not paid for service provided after a regular billing, or does not comply with franchisee's reasonable policies as in effect from time to time.

Section 14: Subcontracts. The franchisee may subcontract with others to provide a portion of the service where the franchisee does not have the necessary equipment for service. Such a subcontract shall not relieve the franchisee of total responsibility for providing and maintaining service and from compliance with this Ordinance.

Section 15: Transfer of Franchise. The franchisee shall not transfer the franchise or any portion of it to other persons without the prior written approval of the Council, which consent shall not be unreasonably withheld. The Council shall approve the transfer if the transferee meets all applicable requirements met by the original franchisee.

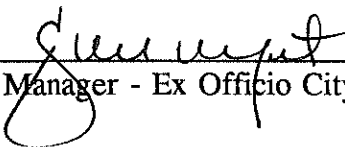
Section 16: Interpretation. Any interpretation or finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid shall not invalidate any other provision of this Ordinance.

Section 17: City Enforcement. The City shall enforce the provisions of this Ordinance by administrative, civil, or criminal action as necessary to obtain compliance with this Ordinance.

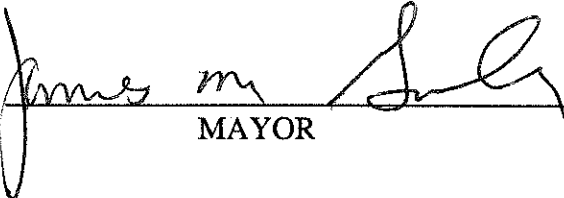
Section 18: Repealer. Ordinance No. 660, adopted by the Council April 13, 1976, all amendments thereto, and portions of other ordinances in conflict with this Ordinance are hereby repealed effective October 1, 1998.

PASSED by the Council and approved by the Mayor this 11th day of August, 1998.

ATTEST:



City Manager - Ex Officio City Recorder



MAYOR

ORDINANCE BILL NO. 7 FOR 2017

ORDINANCE NO. 1261

AN ORDINANCE RELATING TO RATE INCREASES FOR SOLID WASTE MANAGEMENT IN THE CITY OF SWEET HOME, OREGON AND REPEALING SWEET HOME ORDINANCE 1241

WHEREAS, in 1998 the City of Sweet Home entered into a franchise agreement with Sweet Home Sanitation Services Inc. now known as Sweet Home Sanitation Service and operated by Waste Connection Inc.;

WHEREAS, the City of Sweet Home passed Sweet Home Ordinance No. 1117 in 1998 known as the Solid Waste Management Ordinance;

WHEREAS, Sweet Home Ordinance No. 1117 requires in Subsection 6.1 that changes in rates shall be made only by an Ordinance amending Exhibit A therein;

WHEREAS, the City of Sweet Home passed Sweet Home Ordinance No. 1241 in 2015 amending Exhibit A of Sweet Home Ordinance No. 1117;

WHEREAS, the franchisee desires to have a rate increase and a rate schedule as set forth in Exhibit A under proposed rates; and

WHEREAS, the franchisee desires to have future rate increases set on the Consumer Price Index.

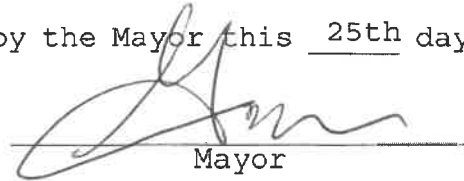
The City of Sweet Home does ordain as follows:

Section 1. Exhibit A of Sweet Home Ordinance No. 1117 referenced in Subsection 6.1 thereof is amended to read as set forth in the attached Exhibit A hereto and by this reference hereby incorporated therein with the proposed rates being in effect as of the date this ordinance goes into effect.

Section 2. In addition to the foregoing, the rates for service described above shall be automatically adjusted annually, effective July 1, 2018 and each year thereafter during the term of this Ordinance based on the annual average increase or decrease, if any, of the Consumer Price Index-All Items- for Portland-Salem, OR-WA, as published by the United States Bureau of Labor Statistics (<http://data.bls.gov>) (the "CPI") during the most recent twelve (12) month period ending no later than June 30 of the then current year. Thus, if the CPI increased 2% from the previous 12 month average of 2017-2018 then the rates for service would automatically increase 2% effective as of July 1, 2018. In addition to the above rate structure either party to the franchise can request increases or decreases in the rates based on extraordinary circumstances.

Section 3. Sweet Home Ordinance No. 1241 passed in 2015 is hereby repealed.

PASSED by the Council and approved by the Mayor this 25th day of July, 2017.



Mayor

ATTEST:



City Manager - Ex Officio City Recorder



Date: 5/22/18

To: Ray Towry
City of Sweet Home
1140 12th 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 1st. 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

Changes to Solid Waste Franchise Ordinance No. 1117

- 6.1 ~~Rates for service shall be as in the attached Exhibit A, by this reference hereby incorporated in this Ordinance. Changes in rates shall be made only by an ordinance amending Exhibit A. Rates for service set after those set in Sweet Home Ordinance No. _____ shall be set by City Council resolution except for the automatic annual adjustment as stated below.~~
- 6.1.1 In addition to the foregoing, the rates for service described above shall be automatically adjusted annually, (first effective July 1, 2018) and each year thereafter during the term of this Ordinance based on the annual average increase or decrease, if any, of the Consumer Price Index-CPI-U W West B/C, as published by the United States Bureau of Labor Statistics (<http://data.bls.gov>) (the "CPI") during the most recent twelve (12) month period ending no later than June 30 of the then current year. Thus, if the CPI increased 2% from the previous 12 month average of 2018-2019 then the rates for service would automatically increase 2% effective as of July 1, 2019. In addition to the above rate structure either party to the franchise can request increases or decreases in the rates based on extraordinary circumstances.
- 6.2 The franchisee shall not give any rate preference to any person, locality, or type of solid waste stored, collected, transported, disposed of, or resource recovered. This Section 6.2 shall not prohibit uniform classes of rates based upon length of haul, type or quantity of solid waste handled, and location of customers so long as those rates are reasonable based upon costs of the particular service and are approved by the Council in the same manner as other rates, nor shall it prevent any person from volunteering service at reduced costs for a charitable, community, civic, or benevolent purpose.

ORDINANCE BILL NO. 3 FOR 2018

ORDINANCE NO. _____

AN ORDINANCE RELATING TO RATE INCREASES FOR SOLID WASTE MANAGEMENT IN THE CITY OF SWEET HOME, OREGON AND REPEALING SWEET HOME ORDINANCE 1261 WITH AN EXPEDIENCY CLAUSE.

WHEREAS, in 1998 the City of Sweet Home entered into a franchise agreement with Sweet Home Sanitation Services Inc. now known as Sweet Home Sanitation Service and operated by Waste Connection Inc.;

WHEREAS, the City of Sweet Home passed Sweet Home Ordinance No. 1117 in 1998 known as the Solid Waste Management Ordinance;

WHEREAS, Sweet Home Ordinance No. 1117 requires in Subsection 6.1 that changes in rates shall be made only by an Ordinance amending Exhibit A therein;

WHEREAS, the City of Sweet Home passed Sweet Home Ordinance No. 1261 in 2017 amending Exhibit A of Sweet Home Ordinance No. 1117 which was the last amendment to Exhibit A;

WHEREAS, the franchisee desires to have a rate increase because of extraordinary circumstances in the world recycling market and a rate schedule as set forth in Exhibit A under proposed rates;

WHEREAS, in Ordinance No. 1261 the parties agreed to have automatic annual rate changes based on the Portland-Salem Consumer Price Index;

WHEREAS, the parties need to select another consumer price index because the Portland-Salem Consumer Price Index is no longer being maintained;

WHEREAS, the City of Sweet Home desires to establish a procedure that will be responsive to the need to change rates to reflex the market fluctuations in the market; and

WHEREAS, the rate increases for the extra costs of recycling need to be established as of August 1, 2018 to help compensate for the increases in the cost of recycling over the last year.

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

Section 1. Exhibit A of Sweet Home Ordinance No. 1117 referenced in Subsection 6.1 thereof is amended to read as set forth in the attached Exhibit A hereto and by this reference hereby incorporated therein with the August 1, 2018 proposed rates being

in effect as of August 1, 2018. The rates established hereby shall remain in effect until changed by the City Council except for the automatic annual CPI adjustment.

Section 2. Section 6.1 of Sweet Home Ordinance 1117 is amended to read as follows:

6.1 Rates for service set after those set in Sweet Home Ordinance No. _____ shall be set by City Council resolution except for the automatic annual adjustment as stated below.

Section 3. Section 6.1.1 of Sweet Home Ordinance 1117 is created to read as follows:

6.1.1 In addition to the foregoing, the rates for service described above shall be automatically adjusted annually, (first effective July 1, 2018) and each year thereafter during the term of this Ordinance based on the annual average increase or decrease, if any, of the Consumer Price Index-CPI-U W West B/C, as published by the United States Bureau of Labor Statistics (<https://data.bis.gov/PDQWeb/cu>) (the "CPI") during the most recent twelve (12) month period ending no later than June 30 of the then current year. Thus, if the CPI increased 2% from the previous 12 month average of 2018-2019 then the rates for service would automatically increase 2% effective as of July 1, 2019. In addition to the above rate structure either party to the franchise can request increases or decreases in the rates based on extraordinary circumstances.

Section 4. Sweet Home Ordinance No. 1261 passed in 2017 is hereby repealed.

Section 5. Expediency Clause. It is hereby adjudged and declared by the Sweet Home City Council that existing conditions are such that this ordinance is needed to be in effect at the time and date of its passage by the City Council and approval by the Mayor and it is hereby declaring an emergency to promote the public health, safety and welfare.

PASSED by the Council and approved by the Mayor this _____ day of _____, 2018.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

Sweet Home Sanitation
City of Sweet Home - Proposed Rates

	7/1/2017	7/1/2018 (4.2% CPI)	8/1/2018 (8% Recycling)
Residential Service:			
Cans and Carts			
1-20 gallon weekly	\$11.60	\$12.10	\$13.00
1-35 gallon weekly	\$23.40	\$24.40	\$26.25
1-90 gallon weekly	\$28.85	\$30.05	\$32.35
Other Services			
Yard Debris Only	\$5.25	\$5.45	\$5.90
Recycling Only	\$5.25	\$5.45	\$5.90
Recall Fee	\$9.35	\$9.75	\$10.50
Access Fee	\$6.15	\$6.40	\$6.90
Commercial Service:			
90 gallon cart	\$32.15	\$33.50	\$36.05
35 gallon cart	\$23.45	\$24.45	\$26.30
1 Yard Container			
Rental	\$53.05	\$55.30	\$59.50
Once per Month	\$71.40	\$74.40	\$80.10
Every Other Week	\$89.60	\$93.35	\$100.55
Weekly	\$114.95	\$119.80	\$128.95
2X per Week	\$207.05	\$215.75	\$232.30
Extra Dump	\$31.85	\$33.20	\$35.75
1.5 Yard Container			
Rental	\$53.05	\$55.30	\$59.50
Once per Month	\$76.50	\$79.70	\$85.85
Every Other Week	\$101.85	\$106.15	\$114.30
Weekly	\$147.90	\$154.10	\$165.95
2X per Week	\$254.70	\$265.40	\$285.75
Extra Dump	\$37.75	\$39.35	\$42.35
2 Yard Container			
Rental	\$53.05	\$55.30	\$59.50
Once per Month	\$89.60	\$93.35	\$100.55
Every Other Week	\$115.00	\$119.85	\$129.05
Weekly	\$182.30	\$189.95	\$204.55
2X per Week	\$328.10	\$341.90	\$368.15
Extra Dump	\$42.60	\$44.40	\$47.80
3 Yard Container			
Rental	\$53.05	\$55.30	\$59.50
Once per Month	\$97.85	\$101.95	\$109.80
Every Other Week	\$175.20	\$182.55	\$196.55
Weekly	\$262.70	\$273.75	\$294.75
2X per Week	\$471.65	\$491.45	\$529.20
Extra Dump	\$47.10	\$49.10	\$52.85
4 Yard Container			
Rental	\$53.05	\$55.30	\$59.50
Once per Month	\$115.00	\$119.85	\$129.05
Every Other Week	\$182.30	\$189.95	\$204.55
Weekly	\$306.10	\$318.95	\$343.45
2X per Week	\$550.65	\$573.80	\$617.85
Extra Dump	\$76.50	\$79.70	\$85.85

Sweet Home Sanitation
City of Sweet Home - Proposed Rates

	7/1/2017	7/1/2018 (4.2% CPI)	8/1/2018 (8% Recycling)
Temporary 4 Yard Container			
3 Days	\$96.65	\$100.70	\$108.45
Extra Dump	\$76.50	\$79.70	\$85.85
Demurrage per Day After 3 Days	\$3.40	\$3.55	\$3.80
3 Tab Roofing (3 days)	\$143.70	\$149.75	\$161.25
Extra Dump	\$113.35	\$118.10	\$127.20
Roll-Off Services:			
20 Yard Box/per Haul	\$158.05	\$164.70	\$164.70
30 Yard Box/per Haul	\$180.60	\$188.20	\$188.20
48 Yard Box/per Haul	\$203.15	\$211.70	\$211.70
Tonnage	\$67.20	\$70.00	\$70.00
Delivery	\$11.70	\$12.20	\$12.20
Demurrage – after 3 days	\$11.70	\$12.20	\$12.20
Monthly Rental	\$116.85	\$121.75	\$121.75
Sweet Home Transfer Station			
Solid Waste 0-500 lbs Minimum Charge	\$20.40	\$21.25	\$21.25
Solid Waste 500 lbs or Greater	\$62.70/ton	\$70.00/ton	\$70.00/ton
32 Gallon Can	\$5.75/can	\$6.00/can	\$6.00/can
Yard Waste Clean	\$39.45/ton	\$41.10/ton	\$41.10/ton
Wood Waste Clean	\$34.00/ton	\$35.45/ton	\$35.45/ton
Refrigerators	\$24.75	\$25.80	\$25.80
Scrap Metal Clean	No Charge	No Charge	No Charge
E-Waste TV's, Computers, Monitors, Etc	No Charge (7 Item Max) \$5.20 each additional item	No Charge (7 Item Max) \$5.40 each additional item	No Charge (7 Item Max) \$5.40 each additional item
Used Motor Oil - 5 Gallon bucket or smaller	No Charge	No Charge	No Charge
Car Tires - Off Rim	\$5.75	\$6.00	\$6.00
Car Tires - On Rim	\$6.80	\$7.10	\$7.10
Commercial Equipment Tires	\$0.20/lb	\$0.20/lb	\$0.20/lb
Commingle Recycle (Not to Exceed 100lbs/load)	\$5.00/load	\$5.00/load	\$5.00/load

ORDINANCE BILL NO. 4 FOR 2018

ORDINANCE NO. 1271

SWEET HOME ORDINANCE PERTAINING TO COUNCIL RULES AND AMENDING SHMC CHAPTER 2.04 TITLED CITY COUNCIL

WHEREAS, the City Council desires to bring together city policies, regulations and laws that pertain to the governance of the City Council known as Rules of the City Council which can be referred to as Council Rules;

WHEREAS, SHMC Chapter 2.04 sets forth some of the rules used by the City Council and needs to be amended to remove conflicts and duplications with the proposed Council Rules;

Now Therefore,

The City of Sweet Home does ordain as follows:

Section 1. Sweet Home Municipal Code Section 2.04.010 is hereby titled CITY COUNCIL RULES and is amended to read as follows:

The City Council may adopt rules by resolution for the governance of its members and proceedings which are titled Rules of the City Council and can be referred to as Council Rules. A set of Council Rules will be available at Sweet Home City Hall.

Section 2. The text of Sweet Home Municipal Code Sections 2.04.020 through 2.04.100 inclusive is hereby repealed.

Section 3. Sweet Home Municipal Code Section 2.04.110 is renumbered 2.04.020; 2.04.120 is renumbered 2.04.030; and 2.04.130 is renumbered 2.04.040 with the unused section numbers being omitted from the ordinance.

PASSED by the Council and approved by the Mayor this 28th day of August, 2018.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

RESOLUTION NO. 14 FOR 2018

A RESOLUTION ADOPTING THE RULES OF THE CITY COUNCIL

WHEREAS, the Sweet Home City Council desires to adopt Rules of the City Council to provide for the governance of its members and proceedings;

NOW, THEREFORE, THE CITY OF SWEET HOME RESOLVES AS FOLLOWS:

The attached Rules of the City Council which can be referred to as Council Rules are hereby adopted by the Sweet Home City Council to provide for the governance of its members and proceedings.

This resolution shall be effective September 27, 2018.

PASSED by the City Council and approved by the Mayor this 28th day of August, 2018.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

absence from the city for a period of 30 days without the consent of the council in the case of the mayor, manager, municipal judge or councilor...and in the case of the mayor or a councilor, upon his/her absence from meetings of the council for 60 days without the consent of the council."

- b) When unable to physically attend a Council meeting, City Council members may participate in Council meetings, including executive sessions and work sessions, by telephone or video conference. Telephonic or video participation must be approved in advance by the chairperson and there must be a quorum present in the City Council Chambers before telephonic participation will be allowed. All Council members, whether attending the meeting in person or by telephonic/video means, shall have identical voting rights. The participant must be telephonically/video present for the entire meeting.
- 6) **Citizens Duties at City Council Meetings.**
- a) General Procedure. Citizens desiring to address Council shall first be recognized by the chairperson. All remarks and questions shall be addressed to the Council as a whole and not to any individual Councilor thereof. Any remarks and questions regarding administration of the City shall be referred to the City Manager by the chairperson.
 - b) Agenda Items. Anyone desiring to speak to the Council on an agenda item must indicate their desire to speak to the chairperson by signing in on the request to speak form. When that agenda item is on the floor for discussion, the chairperson will recognize registered individual(s) to address the Council.
 - c) Non-Agenda Items. Anyone desiring to speak to the Council on a non-agenda item must first properly sign in on the request to speak form, clearly indicating the topic they wish to address. The chairperson, at their discretion, may permit such persons to address the Council and may limit the time for comment as needed, generally allowing between three to five minutes.
 - d) Speaker's Conduct. Citizens acknowledged by the chairperson to address the Council shall step up to the microphone, give his/her name, address and subject matter of their comments in an audible tone of voice for the record and, unless further time is granted by the chairperson, shall limit their address to three (3) minutes.
 - i) All comments shall be made to the entire Council and not to any single member or to staff.
 - ii) Any questions for Council members or staff shall be presented through the chairperson.
 - iii) The Council will determine the disposition of any issues raised (e.g., placed on the agenda, designated for a work session, future agendas, refer to staff, or do not consider).
 - e) Conduct of Audience. All audience members shall abide by the rules of common decorum contained herein and as would be commonly expected in a public setting. No audience member shall disrupt the conduct of the meeting or clap, cheer, hoot, holler, gesture, whistle, guffaw, jeer, boo, hiss, make remarks out of turn, use profanity, or the like. Any audience member who does so shall be determined out of order and the chairperson may have such person removed from the Council chambers. Such person shall not be permitted to attend the remainder of that Council meeting.
 - f) Citizen Complaints. All citizen complaints regarding city operations shall be submitted to the City Manager's office in writing preferably on the form provided by the City. Such forms will be available at City Hall and on the City's web site. Each form must be signed by the person making the complaint. The City Manager shall forward any such written complaints to the appropriate person for review. Citizen complaints brought directly to the Council during a meeting may not be heard or considered at the discretion of the Chairperson.

- iv) Pass the ordinance to a second reading;
- v) Pass the ordinance to a second reading and by, "...unanimous vote of all the members of the council present at the meeting be read a second time by title only and placed upon its passage at the meeting held on a separate and successive day." (2014 City of Sweet Home Charter, Section 24)
- vi) Reject the ordinance in whole or in part.
- f) Except as otherwise provided by this section, on second reading all ordinances shall be placed by title and number on a calendar of second reading and may be passed to a third reading as a group, provided that the vote for the passage of the calendar is unanimous.
- g) The third reading of ordinance bills need be read by title only.
- h) Each ordinance shall take effect on the thirtieth day after passage; provided that when the council deems it expedient or in case of emergency, an ordinance may provide a different time when it shall take effect, or that it shall take effect immediately. All ordinances shall be posted for 10 days after passage in three or more conspicuous places in the city. (2014 City of Sweet Home Charter, Section 25)
- h) All ordinances shall be signed by the Mayor and City Manager and Shall have therein the date of their passage by the Council and the date of approval by the Mayor.

13) Procedure.

In all cases not specifically provided for herein or in the City Charter, the Council shall be governed by the law and precedents laid down in the then current edition of Robert's Rules of Order.

14) Quorum.

A majority of council members is a quorum. A quorum is required to conduct business, but a smaller number may meet and adjourn from time to time to compel the attendance of absent members in the manner provided by ordinance. The Council shall keep a journal of its proceeding, and on the call of two members shall the yeas and nays to be taken and entered in the journal upon any question before it except a motion to adjourn. The proceedings of the council shall be public. (2014 City of Sweet Home Charter, Section 15)

15) Resolutions.

- a) All resolutions shall be in writing and numbered consecutively in the order in which they are introduced in each calendar year.

b) All resolutions shall be signed by the Mayor and City Manager and Shall have therein the date of their passage by the Council and the date of approval by the Mayor.

16) Vote.

The concurrence of a majority of a quorum shall be required to determine any matter before the Council except as provided otherwise in the Charter. (2014 City of Sweet Home Charter, Section. 18)

- a) All questions shall be voted on by affirmation except those involving the expenditure of money and third reading of ordinance bills in which case a roll call shall be taken. If the chairperson doubts or a decision is called for, a roll call shall be taken. Every Councilor, when a question is taken, shall vote. If a Councilor is planning to abstain, the Councilor must declare the intent to abstain prior to the vote. No Councilor shall be permitted to vote on any subject in which he or she has a conflict of interest.

17) Debate and Withdrawal of Motions.

Members who wish to make a motion must first be recognized by the chairperson. After the Councilor makes a motion the chairperson should then restate it or rule it out of order, then call for a second. No motion shall be debated until it has been seconded and distinctly announced by the chairperson and shall have been reduced to writing if so desired by any

Formatted
Formatted: Font: (Default) Arial

City of Sweet Home

City Council Rules

Adopted August 28, 2018 - Effective September 27, 2018

Table of Contents

1)	Rules of the City Council Adopted.....	1
2)	Meeting of the City Council.	2
3)	Minutes.....	2
4)	Agenda.	3
5)	Attendance.....	3
6)	Citizens Duties at City Council Meetings.....	3
7)	Councilor’s Duties at City Council Meetings.....	4
8)	Mayor.....	5
9)	Mayor’s Duties at City Council Meetings.	5
10)	President Pro Tem.....	5
11)	Order of Business.	5
13)	Procedure.	6
14)	Quorum.	6
15)	Resolutions.....	7
16)	Vote.	7
17)	Debate and Withdrawal of Motions.	7
18)	Vacancies.....	7
19)	Ethics.	8
20)	Violations.	9
21)	Legal Advice.	9
22)	Public Records.	9
23)	Representing the City.	10
24)	Communication with Staff.	10
25)	Non-Material Failure.....	10

1) Rules of the City Council Adopted.

“The Council shall... adopt rules and regulations for the government of its members and proceedings.” (2014 City of Sweet Home Charter, Sec. 14). The Sweet Home City Council does hereby adopt the following rules for conducting business and to govern its members, the same to be known as the Rules of the City Council (Council Rules). The City Council shall strive to review its rules at least once every two years. The Council Rules are not intended to replace or supersede any applicable federal or state laws or regulations, City ordinances or policies or provisions of the City Charter.

- a) Amendment. These rules of procedure are subject to amendment by the City Council in accordance with the rules noted herein.
 - i) Any proposed amendment to these rules shall be noted on an agenda for a regular meeting, wherein the same shall be discussed, and open for comment by the public.
 - ii) All amendments to these rules require a majority vote of the City Council.
 - iii) Amended rules shall not go into effect until the meeting after the rule is approved.

- iv) These rules may be suspended upon a majority vote of the City Council.
- b) Repeal. These rules of procedure are subject to repeal and replacement by the City Council in accordance with the rules noted herein.
 - i) Any proposed repeal of these rules shall be accompanied by a proposed replacement.
 - ii) Any proposed repeal and replacement of these rules shall be noted on an agenda for a regular meeting, wherein the same shall be discussed, and open for comment by the public.
 - iii) Any repeal and replacement of these rules requires a majority vote of the City Council.
 - iv) Any repeal and replacement of these rules shall not go into effect until 30 days after the replacement rule is approved.

2) Meeting of the City Council.

- a) Public Meeting Law. All meetings of the City Council shall comply with the Oregon State Public Meetings Law, which is hereby incorporated by reference into these rules.
- b) Regular Meeting. The City Council will meet for regular meetings on the second and the fourth Tuesday of each month unless the Mayor cancels or reschedules the meeting upon consensus of the City Council. The Mayor, in conference with the City Manager, may cancel a regular meeting for inclement weather or other unforeseen circumstances or emergency situations. Regular meetings will convene at 6:30 pm and will be adjourned by 10:00 pm unless extended by consent of a majority of the City Council.
- c) Special Meeting. Special Meetings of the City Council may be called in accordance with the provisions of Section 14 of the City Charter, "Special meetings of the council may be called by the mayor, either upon his/her own motion or upon the request of at least three members of the council, and held at any time, upon verbal or written notice to all members of the council then in the city. Special meetings of the council may also be held by the common consent of all members of the council."
- d) At Special Meetings of the Council, called in a manner provided by the Charter, no business shall be acted upon except that mentioned in the notice or call of the special meeting.
- e) Work Sessions. Work sessions will be held to provide Council with an informal opportunity to ask questions about pertinent issues and provide guidance to staff. No issues will be decided in work sessions that would require formal Council decision making.
- f) Executive Session. An executive session shall be held in accordance with Oregon State Public Meetings Law. The chairperson may call any regular, special or emergency meeting into executive session by citing the specific provision of ORS 192.660 which authorizes the session. The chairperson shall determine which persons other than the City Council shall be allowed to attend executive sessions. The chairperson shall instruct any media representatives present not to disclose the substance of any discussion during executive session. No final decision shall be made in executive session. To make a final decision, the chairperson shall either call the meeting into open session or place the decision on the agenda of a future open session.

3) Minutes.

The City Recorder, or the designee, shall prepare written minutes of all open regular and special meetings, which shall be approved by the City Council and made available for public inspection. All meetings shall be recorded for the benefit of the City Recorder in the preparation of the minutes.

- a) Written Minutes. Per Section 20 (c)(16) of the City Charter, the City Manager shall, "...serve as the city recorder and such to be clerk of the council, keep an accurate record of its proceedings in a book provided for that purpose, and countersign all

instruments and writings by this charter or by the laws of the state or the city.” Written minutes shall include the names of all City Councilors present, all motions, resolutions, orders, ordinances and measures proposed and their disposition, the results of all votes and references to any documents discussed. Adopted minutes shall be signed by the chairperson.

- b) Audio/Video Recording. City Council meetings may be audio and/or video recorded. If the City of Sweet Home records the meeting, copies shall be retained by the City of Sweet Home in order to comply with the State of Oregon Public Meetings Law.
- c) Audio/Video Area. All audio and/or video recording by the public and/or press shall be done from within a designated area.

4) **Agenda.**

The City Manager shall coordinate with the chairperson on the preparation of an agenda of the business to be presented at a City Council meeting. The chairperson and City Manager shall endeavor to publish the agenda of regular meetings five days prior to the meeting. The agenda packet containing all agenda items will be available for the City Council on that day.

- a) Non-Agenda items brought to Council by an individual Councilor must be introduced by motion during a City Council meeting and requested to be on the agenda for the next meeting. The motion, which can be made by the Councilor submitting the item, must have a second for the item to move to the next agenda.
- b) In a time sensitive or emergency situation, items may be brought forth, and by a majority vote of the Council, reviewed during the current meeting.

5) **Attendance.**

Councilors will inform the chairperson or the City Manager if they are unable to attend any meeting. Additionally, the Mayor will inform the President Pro Tem or the City Manager regarding any absence by the Mayor.

- a) Per Section 12 of the City Charter, “An office shall be deemed vacant upon the incumbent’s death, insanity, conviction of a felony, resignation, removal from the city or absence from the city for a period of 30 days without the consent of the council in the case of the mayor, manager, municipal judge or councilor...and in the case of the mayor or a councilor, upon his/her absence from meetings of the council for 60 days without the consent of the council.”
- b) When unable to physically attend a Council meeting, City Council members may participate in Council meetings, including executive sessions and work sessions, by telephone or video conference. Telephonic or video participation must be approved in advance by the chairperson and there must be a quorum present in the City Council Chambers before telephonic participation will be allowed. All Council members, whether attending the meeting in person or by telephonic/video means, shall have identical voting rights. The participant must be telephonically/video present for the entire meeting.

6) **Citizens Duties at City Council Meetings.**

- a) General Procedure. Citizens desiring to address Council shall first be recognized by the chairperson. All remarks and questions shall be addressed to the Council as a whole and not to any individual Councilor thereof. Any remarks and questions regarding administration of the City shall be referred to the City Manager by the chairperson.
- b) Agenda Items. Anyone desiring to speak to the Council on an agenda item must indicate their desire to speak to the chairperson by signing in on the request to speak form. When that agenda item is on the floor for discussion, the chairperson will recognize registered individual(s) to address the Council.
- c) Non-Agenda Items. Anyone desiring to speak to the Council on a non-agenda item must first properly sign in on the request to speak form, clearly indicating the topic they wish to address. The chairperson, at their discretion, may permit such persons to address the

Council and may limit the time for comment as needed, generally allowing between three to five minutes.

- d) Speaker's Conduct. Citizens acknowledged by the chairperson to address the Council shall step up to the microphone, give his/her name, address and subject matter of their comments in an audible tone of voice for the record and, unless further time is granted by the chairperson, shall limit their address to three (3) minutes.
 - i) All comments shall be made to the entire Council and not to any single member or to staff.
 - ii) Any questions for Council members or staff shall be presented through the chairperson.
 - iii) The Council will determine the disposition of any issues raised (e.g., placed on the agenda, designated for a work session, future agendas, refer to staff, or do not consider).
- e) Conduct of Audience. All audience members shall abide by the rules of common decorum contained herein and as would be commonly expected in a public setting. No audience member shall disrupt the conduct of the meeting or clap, cheer, hoot, holler, gesture, whistle, guffaw, jeer, boo, hiss, make remarks out of turn, use profanity, or the like. Any audience member who does so shall be determined out of order and the chairperson may have such person removed from the Council chambers. Such person shall not be permitted to attend the remainder of that Council meeting.
- f) Citizen Complaints. All citizen complaints regarding city operations shall be submitted to the City Manager's office in writing preferably on the form provided by the City. Such forms will be available at City Hall and on the City's web site. Each form must be signed by the person making the complaint. The City Manager shall forward any such written complaints to the appropriate person for review. Citizen complaints brought directly to the Council during a meeting may not be heard or considered at the discretion of the Chairperson.

7) Councilor's Duties at City Council Meetings.

Councilors shall preserve order and decorum during Council meetings, and shall not, by conversation or other action, delay or interrupt the proceedings or refuse to obey the Orders of the chairperson. Councilors shall, when addressing staff or members of the public, confine themselves to questions or issues then under discussion, shall not engage in personal attacks, shall not impugn the motives of any speaker, and shall at all times, while in session or otherwise, conduct themselves in a manner appropriate to the dignity of their office.

- a) Every Councilor desiring to speak shall first address the chairperson and await recognition to obtain the floor. No person other than members of the Council and the person having the floor shall enter into any discussion, either directly or through a member of the Council without permission of the chairperson.
- b) Any Councilor who has the floor shall confine himself or herself to the questions under debate, avoid personalities and refrain from impugning motives of any member, member argument or vote. No member shall address the chairperson or demand the floor while any vote is being taken.
- c) Councilors shall limit their remarks on a subject to five minutes unless granted additional time by the Council. No Councilor shall be allowed to speak more than once upon any one subject, until every other member choosing to speak thereon has spoken.
- d) A Councilor once recognized shall not be interrupted while speaking, unless called to order by the chairperson, or unless a point of order is raised by any Councilor while they are speaking, in which case he or she shall cease speaking immediately until the point is determined. If ruled to be in order, the Councilor shall be permitted to proceed; if ruled

to be out of order, the Councilor shall remain silent or shall alter their remarks as to comply with the ruling.

- e) City staff and employees shall observe the same rules of order and decorum as are applicable to the Council.

8) Mayor.

The Mayor shall act as the chairperson and preside at meetings of the Council, and be recognized as the head of the City for all ceremonial purposes. In case of the Mayor's absence or temporary disability, the President Pro Tem shall act as the chairperson during the continuance of the absence. In case of the absence or temporary disability of the Mayor and President Pro Tem, the members of the Council shall select a member to act as chairperson during the continuance of the absences. The Mayor or President Pro Tem are referred to as the "chairperson" from time-to-time in these Council Rules.

- a) At its first meeting of the new term after each biennial general election, the Council shall elect from its membership a chairperson who shall be Mayor for a term of two years. (2014 City of Sweet Home Charter, Sec. 3)
- b) The Mayor shall appoint the various committees provided for under the rules of the council or otherwise and shall fill all vacancies in committees of the council from that body. (2014 City of Sweet Home City Charter, Sec. 19)
- c) The Mayor shall sign all ordinances passed by the Council within three days after passage. (2014 City of Sweet Home City Charter, Sec. 19)
- d) The Mayor shall sign all instruments and writings authorized by the charter, the laws of the State of Oregon or the City Council. In the absence of the Mayor, such instruments shall be signed by the President Pro Tem of the City Council. (2014 City of Sweet Home City Charter, Sec. 19)
- e) All orders on the city treasurer shall be signed by two of the three following named city officers, being the Mayor, the City Manager and the City Treasurer. (2014 City of Sweet Home Charter, Section 19)

9) Mayor's Duties at City Council Meetings.

"The Mayor shall be the chairperson of the council and shall preside over its deliberations. He/she shall have the authority to preserve order, enforce the rules of the council and determine the order of business, subject to the rules of the council. He/she may vote as any other Councilor." (City of Sweet Home Charter, Section 16)

10) President Pro Tem

At its first meeting in the new term after each biennial election, the council shall elect from its membership, a President Pro Tem for a term of two years. The President Pro Tem shall perform the duties of the Mayor in the absence of the Mayor. (2014 City of Sweet Home Charter, Section 17)

11) Order of Business.

In the conduct of business of the City Council, the following procedure shall be substantially followed:

- a) Call to Order
- b) Roll Call
- c) Consent Agenda
- d) Recognition of Visitors and Hearing of Petitions
- e) Old Business
- f) New Business
- g) Ordinance Bills
 - i) Request for Council Action and First Reading of Ordinance Bills
 - ii) Second Reading of Ordinance Bills
 - iii) Third Reading of Ordinance Bills
- h) Reports of Committees

- i) Reports of City Officials
- j) Council Business for Good of the Order
- k) Adjournment

12) Ordinance Bills.

Proposed ordinances shall be known as “ordinance bills.” They shall be numbered consecutively and filed by the City Manager in the order in which they are introduced.

- a) Numbering. The city recorder shall number all ordinances with a consecutive identification number during each calendar year, in the order of their introduction. Each number shall be followed by the last two digits of the year in which the ordinance was introduced.
- b) The enacting clause of all ordinances hereafter passed shall be “The City of Sweet Home does ordain as follows.” (2014 City of Sweet Home Charter, Section 23)
- c) All ordinances shall, before presentation to the council, have been approved as to form by the city attorney, or the city attorney’s designee.
- d) “Every ordinance shall be fully and distinctly read in open council meeting on one day and shall be read by title only on two different days previous to being put upon its final passage provided that the council may have the ordinance fully and distinctly read at any reading thereof; provided, however, that any ordinance may be introduced and read the first time at any meeting and may upon a unanimous vote of all the members of council present at the meeting be read a second time by title only and placed upon its passage at the meeting held on a separate and successive day.” (2014 City of Sweet Home Charter, Section 24)
- e) After an ordinance is introduced for consideration by the council for presentation for first reading, the council may direct that:
 - i) A public hearing on the ordinance be held;
 - ii) Refer the ordinance to committee for review and recommendation;
 - iii) Refer the ordinance to the city manager for further revision;
 - iv) Pass the ordinance to a second reading;
 - v) Pass the ordinance to a second reading and by, “...unanimous vote of all the members of the council present at the meeting be read a second time by title only and placed upon its passage at the meeting held on a separate and successive day.” (2014 City of Sweet Home Charter, Section 24)
 - vi) Reject the ordinance in whole or in part.
- f) Except as otherwise provided by this section, on second reading all ordinances shall be placed by title and number on a calendar of second reading and may be passed to a third reading as a group, provided that the vote for the passage of the calendar is unanimous.
- g) The third reading of ordinance bills need be read by title only.
- h) Each ordinance shall take effect on the thirtieth day after passage; provided that when the council deems it expedient or in case of emergency; an ordinance may provide a different time when it shall take effect, or that it shall take effect immediately. All ordinances shall be posted for 10 days after passage in three or more conspicuous places in the city. (2014 City of Sweet Home Charter, Section 25)
- i) All resolutions shall be signed by the Mayor and the City Manager and shall have therein the date of their passage by the Council and the date of approval by the Mayor.

13) Procedure.

In all cases not specifically provided for herein or in the City Charter, the Council shall be governed by the law and precedents laid down in the then current edition of Robert’s Rules of Order.

14) Quorum.

A majority of council members is a quorum. A quorum is required to conduct business, but a

smaller number may meet and adjourn from time to time to compel the attendance of absent members in the manner provided by ordinance. The Council shall keep a journal of its proceeding, and on the call of two members shall the yeas and nays to be taken and entered in the journal upon any question before it except a motion to adjourn. The proceedings of the council shall be public. (2014 City of Sweet Home Charter, Section 15)

15) Resolutions.

- a) All resolutions shall be in writing and numbered consecutively in the order in which they are introduced in each calendar year.
- b) All resolutions shall be signed by the Mayor and the City Manager and shall have therein the date of their passage by the Council and the date of approval by the Mayor.

16) Vote.

The concurrence of a majority of a quorum shall be required to determine any matter before the Council except as provided otherwise in the Charter. (2014 City of Sweet Home Charter, Section. 18)

- a) All questions shall be voted on by affirmation except those involving the expenditure of money and third reading of ordinance bills in which case a roll call shall be taken. If the chairperson doubts or a decision is called for, a roll call shall be taken. Every Councilor, when a question is taken, shall vote. If a Councilor is planning to abstain, the Councilor must declare the intent to abstain prior to the vote. No Councilor shall be permitted to vote on any subject in which he or she has a conflict of interest.

17) Debate and Withdrawal of Motions.

Members who wish to make a motion must first be recognized by the chairperson. After the Councilor makes a motion the chairperson should then restate it or rule it out of order, then call for a second. No motion shall be debated until it has been seconded and distinctly announced by the chairperson and shall have been reduced to writing if so desired by any Councilor. It shall be read by the City Manager, or their designee, when required by members for information. A motion may be withdrawn at any time before amendment.

- a) Most motions require a second, although there are some exceptions:
 - i) Nominations, points of order, requests to remove an item from the consent agenda, and motions to table.
 - ii) A motion to table does not require a second and is not debatable. The chairperson will state the motion and call for the vote.
- b) Motions for Reconsideration. A Motion for Reconsideration must be made by a member from the prevailing side. Any member may make the second. The following rules apply to motions for reconsideration:
 - i) Motion must be in a timely manner but in no instance more than six (6) months after the original action.
 - ii) When (6) months have elapsed, any member may bring the item before the Council.
 - iii) No motion to reconsider an adopted quasi-judicial written decision shall be entertained after the close of the meeting at which the written findings were adopted.

18) Vacancies.

- a) Vacancies in office filled by election or by appointment by the council shall be filled by appointment by the council at any regular or special meeting, and the person so appointed shall serve the full unexpired term and until his/her successor is chosen and qualified. (2014 City of Sweet Home Charter, Section 13)
- b) Vacancies in offices filled by appointment by the manager shall be filled by appointment by the manager. An officer appointed to fill a vacancy shall within 24 hours after his/her appointment qualify for office, and unless he/she does so, the office shall be considered vacant. During the temporary absence of any officer from the city for any cause his/her

office may be filled temporarily in the manner provided for filling vacancies in office.
(2014 City of Sweet Home Charter, Section 13)

19) **Ethics.**

All members of the City Council shall conduct themselves so as to bring credit upon the City as a whole, and to set an example of good ethical conduct for all citizens of the community. Councilors should constantly bear in mind these responsibilities to the entire electorate, and refrain from actions benefitting any individual or special interest group at the expense of the City as a whole. Councilors should likewise do everything in their power to ensure impartial application of the law to all citizens, and equal treatment of each citizen before the law.

a) All members of the council shall review and observe the requirements of state ethics law. In addition to complying with state ethics law, all members of the council shall refrain from:

i) Disclosing confidential information.

ii) Taking action, which benefits special interest groups or persons at the expense of the City as a whole.

iii) Expressing an opinion contrary to the official position of the council without so saying.

iv) Conducting themselves in a manner so as to bring discredit upon the government of the City.

b) **Ex Parte Communications in Land Use.**

When Council receives written ex parte communication regarding land use, City Council should inform the citizen that the Council is interested in his or her perspective; however, because the Council is hearing the associated land use application, Council must refrain from reading and responding to information outside of the public hearing process. The Councilor should inform the citizen that the information received is being forwarded to staff for inclusion in the public record. Council shall then forward all ex parte correspondence received to staff as soon as possible for inclusion in the land use file, and if possible, the record.

c) **Expenses and Reimbursement.**

Councilor expenditures for other than routine reimbursable expenses (e.g. budgeted conference registration, travel, etc.) will require advance Council approval according to the purchasing rules which apply.

d) **Interference in Administration.**

No member of the council shall in any manner, directly or indirectly, by suggestion or otherwise, attempt to influence or coerce the manager in the making of any appointment or removal, or the purchase of supplies, or attempt to exact any promise relative to any appointment from any candidate for manager, or discuss, directly or indirectly, with any such candidate, the matter of appointments to any city office or employment. Any violation of the foregoing provisions of this section shall work a forfeiture of the office of the offending member of Council, may be removed therefrom by the Council or by any court of competent jurisdiction; provided, however, that nothing herein contained shall be construed as prohibiting the council, while in open session, discussing with or suggesting to the manager, fully and freely, anything pertaining to city affairs and for the best interest of the city. Neither the manager nor any person in the employ of the city shall take any part in securing, or shall contribute any money toward the nomination or election of any candidate for the municipal office. (2014 City of Sweet Home Charter, Section 20(f))

e) A Councilor who desires major policy or ordinance research should first raise the issue at a regular meeting of the Council. The Council should consider items in light of City priorities and workload and agree to proceed with an issue or ordinance before any staff time is spent preparing a report. The Councilor may present information or a position

paper or ask for a department report or committee recommendation. Councilors who agree that staff time can be spent on a particular item are not bound to support the issue when it comes before the Council for a vote.

20) Violations.

- a) The council may enforce these rules and ensure compliance with city ordinances, charter and state laws applicable to governing bodies. If a member of council violates these rules, city ordinances, the city charter or state laws applicable to governing bodies, the council may take action to protect the integrity of the council and discipline or remove the member.
 - b) The council may investigate the actions of any member of council and meet in executive session under ORS 192.660(2)(b) to discuss any finding that reasonable grounds exist that a violation of these rules, local ordinance, the city charter or state laws applicable to governing bodies has occurred. Sufficient notice must be given to the affected member to afford them the opportunity to request an open hearing under ORS 192.660(2)(b).
 - c) After the Executive Session or Public Hearing, if further action by the City Council is needed in addition to any other options allowed by law the City Council may use the following.
 - (1) Admonition: An admonition shall be verbal vote in open session made by the Council and recorded in the minutes.
 - (2) Reprimand: A reprimand shall be administered to the offending Councilor by letter. The letter shall be prepared by the City Council after action in open session to approve such letter. If the member objects to the contents of such letter, they may file a request for review of the content of the letter of reprimand with the City Council. The City Council shall review the letter of reprimand based upon the request for review and any record established, and may take whatever action reasonable and prudent under the circumstances.
 - (3) Removal from office: Removal from office shall occur after trial on written charges before the City Council and by complying with the recall provisions of ORS 249.865.
- ii) The action of the City Council in response to a violation of these Council Rules shall be final and not subject to further review before the City Council.

21) Legal Advice.

- a) Requests to the City Attorney for advice requiring legal research may not be made by a Council member without the consensus of the Council. Before requesting research or other action by the City Attorney, the Council member should consult with the City Manager. Exceptions to this are issues related to the performance of the City Manager and unique or sensitive City business-related requests.
- b) PRESERVING THE ATTORNEY CLIENT PRIVILEGE. No Council member shall make any disclosures or release any information which would result in the waiver of the attorney/client privilege without first obtaining the approval of a majority of the Council in open session. Such a request for disclosure shall first be raised during an executive session for discussion prior to a vote in open session.

22) Public Records.

- a) The disposition of public records created or received by Councilors shall be in accordance with Oregon Public Records Law. Written information incidental to the official duties of a member of the City Council, including mail messages, notes, memos and calendars (e.g., Outlook calendars and "Day Timers") are public records and are subject to disclosure under the Public Records Law.
- b) Documents submitted to the city as evidence or written testimony during a public hearing are public records. If such a document contains the name, address, including email address, and telephone number of the person, then it will be included in the record of the

proceeding. Because the name, address, including email address, and telephone number are part of a public record, this information will be generally disseminated to the public, and must be disclosed if a public records request is submitted for the documents. A person who believes such disclosure would present a danger to his or her personal safety, and who wishes to exempt his or her address, including email address, and telephone number from disclosure must submit a written request for non-disclosure to the city recorder.

23) Representing the City.

- a) Representing City. If a member of the council, to include the mayor, appears as a representative of the city before another governmental agency, the media or an organization to give a statement on an issue, the member may only state the official position of the city, as approved by a majority of the council.
- b) Personal Opinions. If a member of the council, to include the mayor, appears in their personal capacity before another governmental agency, the media or an organization to give a statement on an issue, the member must state they are expressing their own opinion and not that of the city before giving their statement.
- c) Upon returning, a reasonable effort should be made by the Councilor to communicate any information or questions pertinent to city business to the full council within a reasonable time frame.

24) Communication with Staff.

- a) City Council will respect the separation between policy making (Council function) and administration (City Manager function) by:
 - i) Working with the staff as a team with a spirit of mutual respect and support.
 - ii) Except in a Council meeting, not attempting to influence a City employee or the City Manager concerning personnel matters, purchasing issues, the award of contracts or the selection of consultants, the processing of development applications or granting of City licenses and permits. However, the sharing of ideas on these matters is appropriate.
 - iii) Limiting individual contacts with City staff to the City Manager, or other designated staff as not to influence staff decisions or recommendations, interfere with their work performance, undermine the City Manager authority or prevent the full Council from having the benefit of any information received.
 - iv) Council members shall not request City staff to perform significant work without the prior approval of the City Manager, so that workloads and work plans are not adversely impacted. Councilors will limit individual inquiries and requests for information from staff to those questions that may be answered readily as part of staff's day-to-day responsibilities. Questions of a more complex nature shall be directed to the City Manager.
 - v) Respecting roles and responsibilities of staff when and if expressing criticism in a public meeting or through public electronic mail messages.
 - vi) Members of the Council shall normally share any information obtained from staff with the entire council. This section is not intended to apply to questions by members of the council acting in their individual capacities rather than as members of the council, nor to questions regarding conflict of interest or similar issues particular to a member of the council.
 - vii) The mayor will refer any comments or questions regarding City personnel or administration to the City Manager. The mayor may redirect other questions to a Council member or the City Manager, as appropriate. Council members may also address questions directly to the City Manager, who may either answer the inquiry or ask a staff member to do so.

25) Non-Material Failure

- a) Non-material failures to follow the Council Rules in conducting business or to abide by the rules of procedure does not invalidate the decisions of the City Council nor will it be grounds to later challenge the validity of the decision.

**2019 - 2020
CITY OF SWEET HOME
BUDGET CALENDAR**

STAFF WORK SCHEDULE		BUDGET COMMITTEE SCHEDULE	
December 2018	Equipment and Capital Improvement Plans due from Departments	March 20	Publish 1 st Notice of Budget Committee Public Hearing - including State Revenue Sharing
January 8, 2019	Department heads receive budget forms and information to develop budgets	March 27	Budget Committee Members receive Proposed Budget Document
January 31	Budget forms back to Finance Department	April 2 – 6:30 pm	Public Hearing for Budget Committee to receive Budget Message and training on Oregon Budget Law
February 11-March 22	City Manager reviews proposals, meets with department heads as needed to balance against total projected revenues. Department heads revise budgets, if needed, and Finance Department prepares final document.	April ____ – 6:30 pm	Public Hearing for discussion of: Public Works Library Service Finance Department
March 20	Budget Committee Meeting Notice advertised in New Era Newspaper 5 to 30 days and on city's website prior to first Budget Committee Meeting.	April ____ – 6:30 pm	Public Hearing for discussion of: Executive/Legislative Non-Departmental Police Department Community & Economic Development
March 27	Completed Proposed Budget Document delivered to Budget Committee Members	April ____ – 6:30 pm	Public Hearing (if needed)
April 2 – 6:30 pm	Public Hearing for Budget Committee to receive the Budget Message and training on Oregon Budget Law.	May 14 – 6:30 pm	City Council holds public hearing on Approved Budget and State Shared Revenues.
May 1	Publish public hearing notice for May 14 Council Meeting	May 28 – 6:30 pm	Adopts and Appropriates 2019-2020 Operating Budget
May 14 – 6:30 pm	City Council holds public hearing on Approved Budget and State Shared Revenues Adopts and Appropriates 2019-2020 Operating Budget		
July 15	Certify tax with Assessor's Office and mail State Revenue Sharing Certification Letters and Resolutions to the State		



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

	07/31/2018	07/31/2017	% Change
Call Volume:	2018-05605	2017-05773	-3.00%
CAD Calls:	10641	10321	3.01%
ONIBR Person Crimes	104	76	26.92%
ONIBR Person Crimes Cleared:	69	56	18.84%
ONIBR Property Crimes:	392	376	4.08%
ONIBR Property Crimes Cleared:	133	137	-3.01%

Trends:

As mentioned during the last Council meeting, the Sweet Home Police Department saw a reduction in calls for service during the 2018 Oregon Jamboree weekend. A complete breakdown of our call load has been included. Compared to the 2017 Oregon Jamboree weekend call load (269), the 2018 Jamboree weekend saw a 35% decrease (173) in call activity. Calls directly associated with the Oregon Jamboree (either at the festival site, camp sites, etc.) decreased from 41 in 2017 to 25 in 2018. With less calls for service, officers focused on traffic control which resulted in a 50% increase in traffic stops. All things considered, it was an excellent Jamboree weekend from the police services side.

The Sweet Home Police Department has received numerous calls associated with telephone lines having been tampered with or damaged, electrical boxes having been tampered with and air conditioning units damaged. Brandon Scott Schatz (29 YOA) from Sweet Home has been charged with numerous crimes associated with these calls for service. The charges have included Criminal Mischief 1st Degree, Criminal Mischief 3rd Degree, Theft 2nd Degree, Theft 3rd Degree, Burglary 2nd Degree and the Unlawful Possession of Methamphetamine. There have been a total of 19 criminal calls where Mr. Schatz is a suspect. As of 08/21/18, Mr. Schatz was lodged at the Linn County Jail. Based upon the investigations and interviews with Mr. Schatz, we attribute much of his actions on his mental health. We have been working with various agencies for assistance with this.

On Saturday, September 22nd the Sweet Home Police Department will be hosting the Cascade K9 Jamboree, which is a benefit event for our K9 Program. The event will be held at the Sweet Home Event Center and will include booths associated with pet supplies, working and performance dogs in action, Police K9 demonstrations, contests, games and more. A flyer has been included in the packet. We anticipate a great event that will bring together dog owners and promote our K9 program along with responsible pet ownership.

Person Crimes are defined as:

	July 2018	July 2017
Assault	4	8
Child Neglect	0	0
Criminal Homicide	0	0
Custodial Interference	0	0
Elder Abuse	0	0
Harassment	6	4
Menacing	2	0
Other Sex Offense	0	3
Rape	0	0
Violation Restraining Order	2	3

Property Crimes are defined as:

	July 2018	July 2017
Arson	0	0
Burglary	6	5
Criminal Mischief	7	11
Forgery	0	2
Fraud	3	3
Motor Vehicle Theft	1	4
Reckless Burning	0	0
Robbery	1	0
Theft	54	32

CALLS FOR SERVICE THURS THRU MON	JAM RELATED			CITY WIDE		
	2018	2017	2016	2018	2017	2016
AGENCY ASSIST				13	12	9
ALARM		1	1	2	9	7
AMBULANCE ASSIST	1			1	1	3
ANIMAL	1		1	9	16	16
ANIMAL-WILDLIFE				1	2	
ASSAULT 4				0	1	1
BURGLARY				1	0	1
CITY CODE VIOLATIONS					5	2
CIVIL				3	2	1
CUSTODIAL INTERFERENCE						1
CRIMINAL MISCHIEF				4	4	5
CRIMINAL TRESPASS			2	1	1	5
CURFEW				1		
DEATH INVESTIGATION					1	
DETOX					2	
DISTURBANCE	1	7	6	6	26	21
DRUG INFORMATION					1	
DUII			1	1	1	3
EXCLUSION-CITY PROPERTY				1		
FINGERPRINTS				3	3	
FIRE ASSIST					1	
FLEEING OR ATTEMPT TO ELUDE				1		
HARASSMENT		1		3	2	2
HAZARD				1		1
HERION POSSESSION					1	
HIT AND RUN PROP DAMAGE	1		1	1	1	3
ILLEGAL BURN					1	
IMPOUND						2
INFORMATION	1	3	3	16	25	11
JUVENILE	1			6	2	4
LICENSING					1	
MENACING						1
MENTAL					2	
MINOR IN POSSESSION OF ALCOHOL		1	9		1	9
MINOR IN POSSESSION OF TOBACCO				1		
MOTOR VEHICLE CRASH		1	1	2	6	5
NEIGHBORHOOD DISPUTE				2		
PARKING		2	7		4	10
PLACE OFFENSIVE SUBSTANCE WATERWAY				1		

POLICE OFFICER HOLD				1		
PROPERTY	4	3	5	12	16	17
PUBLIC ASSIST	2	2	2	9	19	8
REGISTRATION SEX OFFENDER				1	3	1
RESISTING ARREST					1	
RESTRAINING ORDER VIOLATION					1	2
RUNAWAY JUVENILE					1	1
SEX OFFENSE			1			1
SUICIDE ATTEMPT					1	1
SUSPICIOUS ACTIVITY	3	10	6	22	37	26
THEFT	6	6	2	6	10	11
TRAFFIC				17	15	17
TRESPASS WARNING	2	1		5	6	2
UNLAWFUL ENTRY IN MOTOR VEHICLE		2		1	3	
UNLAWFUL POSSESSION OF METH			1	1		1
UNLAWFUL USE OF MOTOR VEHICLE				1	3	
UNSECURE PREMISE					1	1
VIOLATION CITY ORDINANCE	2	1		7	9	5
WARRANT ARREST				9	9	9
TOTAL	25	41	49	173	269	226

SWEET HOME POLICE DEPARTMENT

JAMBOREE RELATED CALLS	2018	2017	2016	2015	2014
ALARM	0	1	1	0	1
AMBULANCE ASSIST	1	0	0	1	2
ANIMAL	1	0	1	1	0
CITY ORD-NOISE	2	1	0	4	4
CRIMINAL MISCHIEF	0	0	0	1	1
CRIMINAL TRESPASS	0	0	2	0	2
DETOX	0	0	0	0	1
DISORDERLY CONDUCT	1	0	0	2	2
DISTURBANCE	0	7	6	12	9
DUII	0	0	1	0	0
HARASSMENT	0	1	0	1	0
HIT AND RUN PROP DAMAGE	1	0	1	0	1
JUVENILE	1	0	0	0	0
INFORMATION	1	3	3	12	1
MINOR IN POSSESSION OF ALCOHOL	0	1	9	3	0
MOTOR VEHICLE CRASH	0	1	1	1	2
PARKING	0	2	7	0	0
PROPERTY	4	3	5	1	0
PUBLIC ASSIST	2	2	2	1	0
SUSPICIOUS ACTIVITY	3	10	6	9	3
THEFT	6	8	2	7	5
TRAFFIC	0	0	0	1	4
TRESPASS WARNING	2	1	0	0	0
DRUG ACTIVITY	0	0	1	0	0
WARRANT ARREST	0	0	1	0	0
TOTAL	25	41	49	57	38

SWEET HOME POLICE DEPARTMENT
CITATIONS ISSUED

CITATIONS	2018	2017	2016	2015
Chapter 803 Vehicle Title and Registration (Fail to Register Vehicle, Fail to Renew Registration, Altered Plate, Switched Plates, Fail to Display Plate, etc.)	5	1	0	2
Chapter 806 Financial Responsibility Law (Driving Uninsured, Fail to Carry Proof of Insurance, False Info Regarding Liability Insurance, etc.)	7	4	0	5
Chapter 807 Driving Privileges, Licenses and Permits (No Operator License, Fail to Carry and Present License, Fail to Change Name and/or Address on Operator License, etc.)	7	1	0	1
Chapter 811 Rules of the Road for Drivers (Violating Speed Limit, DWS, Reckless Driving, Careless Driving, Hit and Run, Fail to Obey Traffic Control Device, Follow too Close, Illegal Parking, Fail to Yield to Pedestrian, Fail to Wear Seatbelt, etc.)	24	12	0	24
Chapter 813 Driving Under Influence of Intoxicants (Drive Under Influence of Intoxicants, Refuse the Breath Test, etc.)	1	1	0	1
Chapter 814 Pedestrians; Passengers; Livestock; Motorized Wheelchairs; Vehicles with Fewer Than Four Wheels (Improper Use of Lanes, No Motorcycle Helmet, Bicyclist failing to Signal, etc)	0	0	0	0
Chapter 815 Vehicle Equipment Generally (Improper Fenders or Mud Guards, Unreasonable Noise, Obstructed Vehicle Windows, etc.)	0	0	0	1
Chapter 816 Vehicle Equipment: Lights (Operate Without Lighting Equipment, Operate Without Tail Lights, etc)	1	0	0	0
Chapter 818 Vehicle Limits (Operating with Sifting or Leaking Load, Dragging Objects on Highway, etc)	0	0	0	0

	2018	2017	2016	2015
TOTAL CITATIONS ISSUED	45	19	0	34
TOTAL PERSONS CITED	34	14	0	25
TOTAL WARNINGS ISSUED	81	61	6	48
TOTAL TRAFFIC STOPS	115	75	6	73

CASCADE K9 JAMBOREE

Benefit Event for Sweet Home Police Department's K9 Program

An event for everyone who loves dogs you won't want to miss!
Great family fun that you can bring your dog to!



Meet K9 Officer McDonald
and her partner Gemma!

Look us up on Facebook

When: Saturday, Sept 22, 2018

Time: 9am–5pm

Where: Sweet Home Event Center,
4001 Long St, Sweet Home, OR 97386

Admission: \$10.00 per person
Children 5 years and under are free
Lunch included for additional \$5.00
Dry camping: \$10.00

Activities

Contests & Games (Prizes)
Working & Performance Dogs in Action
Dunk-a-Cop
Silent Auction
K9 Photo's
Kid Zone
And many more!

Organizations

Dog Clubs
Pet Vendors (Businesses)
SafeHaven Humane Society
Linn County Search and Rescue
Woof Project Rescue
And many more!

Cascade K9 Jamboree brings everything there is to do with dogs all in one place! From pet supplies to working and performance dogs in action, to K9 demonstrations, contests, games, Kids Zone, and much, much more!

*Friendly dogs are welcome, puppies must be at least 5 months or older.
All dogs must be on leash, no flexy leashes.



Fun games and activities for you and your dog to try.



For more information contact: Connie DeBusschere connie@ci.sweet-home.or.us, 541-367-4660
K9 Officer Sasha McDonald, amcdonald@ci.sweet-home.or.us, 541-367-5181



CASCADE K9 JAMBOREE



September 22, 2018

Outdoor Event Center, Sweet Home

9 am to 5 pm

Activities and Demonstrations

Dog Agility demo's and "try it" course
Search & Rescue demo and Information
Drug Search Demonstration
Training demo's, dog safety for kids & information
Lure Course demo and "try it" course
Flyball demo and "try it"
Carting demo and information
K9 Patrol Dog demo
Licensing & Microchipping information
Hiking Trails
Health Information - Vaccinations
Kids Zone
Photography
Dunk a Cop
K9 Brain Games
Paw Print Quilt

Put on By

Willamette Agility Group
Linn County Search & Rescue
SHPD K9 Gemma & Officer McDonald
Safe Haven Humane Society
Chintimini Kennel Club
Apupalptick Flyball
Bernise Mountain Dog Club
Albany Police Department K9
Linn County Animal Control
Sweet Home Ranger District
Sweet Home Veterinary Clinic
Safe Haven Humane Society
Ryan Cummings
Sweet Home PD
SHPD Volunteers
SHPD Volunteers – (quilt to be hung at the PD)

Contests Awards: Beautiful Medallions with logo - 1st thru 3rd placements

Dog Owner look-alike
Fastest Tail Wag
Biggest Dog & Smallest Dog
Best Trick

Timed Contests

Bobbing for Hot Dogs
Retrieving Hot Dog

Vendors & Booths

Dog Mountain Bakery – Homemade dog treats & Doggy Pie Eating Contest
Doggie Dirt Shirts
Invisible Fence
Kozy Country Kennel
Working Dog Rescue
Woof Project Rescue
Bubbles & Barks

Lunch Prepared by: Sweet Home PD Volunteers

If you would like to volunteer please contact: Connie DeBusschere connie@ci.sweet-home.or.us, 541-367-4660 or K9 Officer Sasha McDonald, amcdonald@ci.sweet-home.or.us, 541-367-5181