



CITY OF SWEET HOME CITY COUNCIL AGENDA

WIFI Passcode:
guestwifi

January 22, 2019, 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 Coleman
Councilor Gerson
Councilor Goble
Councilor Gourley

Mayor Mahler
Councilor Nash
Councilor Trask

C. Consent Agenda:

- a) Approval of Minutes: January 8, 2019 City Council (pg. 3-6)

D. Recognition of Visitors and Hearing of Petitions:

- a) Oregon Rain – Corey Wright

E. Old Business:

F. New Business:

- a) **PUBLIC HEARING:** Appeal to City Council of a Planning Commission Decision for VR 18-07, a Variance in order to build a 1,728 sq. ft. personal shop in an R-1 Zone. (pg.7-59)
- b) **Public Hearing:** Supplemental Budget Police vehicle – Resolution No. 3 for 2019 (pg. 60-61)
- c) Request for Council Action – Resolution No. 4 for 2019 – Revised LEP for the City of Sweet Home (pg. 62-87)
- d) Request for Council Action – Appointment to the Planning Commission (pg. 88-92)
- e) Request for Council Action – Contract for Software License – CMI (pg. 93-111)
- f) Information Only – Leak Detection Report (pg. 112-126)

G. Ordinance Bills

- i. **Introduction and Request for Ordinance**
- ii. **First Reading of Ordinance Bills**
- iii. **Second Reading of Ordinance Bills**
- iv. **Third Reading of Ordinance Bills (Roll Call Vote Required)**

H. Reports of Committees:

- a) Mayor's Report
- b) City Manager's Report

- c) Department Director's Reports:
 - i. Finance Director
 - (1) City Q2 Department Report (pg. 127-130)
 - ii. Library Services Director
 - iii. Community and Economic Development Director
 - iv. Police Chief
 - v. Public Works Director
 - vi. City Attorney's Report

I. Reports of City Officials:

Administrative & Finance/Property (Minutes 01-15-19)(pg. 131)	Goble
Public Safety/Traffic Safety	
Public Works	Mahler
Park and Tree Committee (Minutes 12-19-18)(pg. 132-192)	Trask
Youth Advisory Council	Gourley
Chamber of Commerce	Coleman
Council of Governments	Gerson
Area Commission on Transportation	
Solid Waste Advisory Council	Goble
Ad Hoc Committee on Health	Gourley

J. Council Business for Good of the Order:

K. Adjournment

SWEET HOME CITY COUNCIL
MEETING MINUTES

January 8, 2019

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, City Attorney Robert Snyder, Community and Economic Development Director Jerry Sorte, Public Works Director Greg Springman, Police Chief Jeff Lynn, Finance Director Brandon Neish and Recording Secretary Julie Fisher.

Visitors Registered to Speak: None

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

Swearing in of Council Elects: City Manager Ray Towry swore in the Council Elects: Greg Mahler, Susan Coleman, Diane Gerson for a four-year term and Cortney Nash for a two-year term.

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

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

Items on the consent agenda are as follows:
Approval of Minutes: December 11, 2018 – Regular Meeting
December 18, 2018 – Executive Session
December 18, 2018 – Special Meeting

Recognition of Visitors & Hearing of Petition: None

Old Business: None

New Business:

Nominations for 2019 Mayor and Council Election of 2019 Mayor Pro Tem Trask opened the floor for nominations for 2019 Mayor. Nomination for Greg Mahler (Mahler/Gourley) Nomination for James Goble (Goble) A unanimous vote for Greg Mahler as Mayor was recorded.

Nomination for 2019 Pro Tem and Council Election of 2019 Pro Tem Pro Tem Trask opened the floor for nominations for 2019 Pro Tem. Nomination for Dave Trask (Mahler) Nomination for Diane Gerson (Gourley) Vote for Trask as Pro Tem (Trask, Nash, Mahler) Vote for Gerson as Pro Tem (Gourley, Goble, Gerson, Coleman)

**Public Hearing:
Appeal to City Council of a
Planning Commission Decision
for VR 18-07, a Variance in order
to build a 1,728 sq. ft. personal
shop in an R-1 Zone.**

The Public Hearing was opened at 6:39 pm.

Mayor Mahler stated the Public Hearing will be continued until January 22, 2019 at 6:30 in order to allow time for additional notification of the hearing. Public Testimony will be received at the January 22, 2019 continued hearing.

**Request for Council Action –
Resolution No. 1 for 2019 –
Sweetheart Run Road Closures.**

Community and Economic Development Director Sorte introduced the request for the road closures for safety purposes for the Sweetheart Run participants.

Motion to approve Resolution No. 1 for 2019 – Sweetheart Run Road Closures (Gerson/Trask). Motion passed with 7 Ayes, 0 Opposed and 0 Absent.

**Request for Council Action –
Resolution No. 2 for 2019 –
Revised Fiscal Policy.**

Finance Director Neish introduced the Revised Fiscal Policies for the City of Sweet Home which increases capitalization threshold from the current \$200 to the proposed \$5,000.

Motion to approve Resolution No. 2 for 2019 – A Resolution Adopting Policy Revisions in the City’s Financial Policy (Coleman/Gourley). Motion passed with 7 Ayes, 0 Opposed and 0 Absent.

**Request for Council Action – IGA
Oregon Cascades West Council
of Governments and Sweet Home
Teleworking Space.**

City Manager Towry introduced the request to allow the Oregon Cascades West Council of Governments space in City Hall for their staff who will be providing services to Sweet Home citizens.

Motion to authorize the Intergovernmental Agreement between Oregon Cascades West Council of Governments and Sweet Home for Teleworking Space (Gourley/Coleman). Motion passed with 7 Ayes, 0 Opposed and 0 Absent.

**Information Only: City of Sweet
Home Limited English Proficiency
Plan Update.**

City Manager Towry explained the Limited English Proficiency Plan was due for updates. The draft document was provided for Council’s review and the final document will be before Council at the next meeting.

**Request for Council Action and
First Reading of Ordinance Bills:**

None

Second Reading:

None

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

None

Mayor’s Report

Mayor Mahler thanked the Council for support as Mayor.

City Manager’s Report

City Manager Towry announced a Work Session to review Council Goals is due, generally that Council training occurs around Valentines Day. CM Towry stated an email with proposed dates will be sent out. An Administration, Finance and Property

Committee meeting is coming to further discuss bulk water rates. City Manager Towry reported on the All Staff Meeting where staff received a half day of training on the new Personnel Policies, reviewed accomplishments from the past year and received a video message from motivational speaker Coach Willis.

Department Directors Reports:

Finance Director
Finance Director Neish reported 96 accounts were scheduled for shut off which is a typical number for January, after holidays. FD Neish reviewed the finance reports included in the packet. FD Neish reported a public auction site was used to surplus items from Public Works and the Police Department. 17 items were sold bringing in \$18,588, which was more than staff expected for those items.

Library Director
Library Services Director Peda referred to the reports in the packet. There were no questions from the Council.

Community and Economic Development Director
CEDD Sorter announced a SHARE meeting on Thursday, 9 am at the Chamber.
The Sweetheart Run is on February 9th at 10am at Sankey Park. This year the City is partnering with the Rotary Club.
CEDD Sorte announced he is working with DLCD on a grant for FEMA Natural Hazard Mitigation Plan updates to be done in 2020.

Police Chief
Chief Lynn reported on work towards the homeless efforts. AST – Adult Services Team will begin quarterly visits to Sweet Home, which is a step on bringing resources to East Linn County.
Chief Lynn reported 2 new officers have been hired and a third may be onboard by the 16th.
Chief Lynn discussed the recent recognition of Officer Potter who was recognized for saving the life of a victim of a self-inflicted gunshot wound.

Public Works
PWD Springman reported damage to several areas in a recent windstorm. He reported a tree caused damage to the Sankey Park Bandstand. A structural engineer will be brought in to evaluate the bandstand to determine how to move forward with repairs. Two vehicles and a wood shed on private property were also damaged from trees and limb which fell on the South Hills Trail. PW is working with CTC to make that area safe.
A report from the Leak Detection work will come forward on the next agenda. There were 68 leaks identified and to date 15 have been repaired.

City Attorney
Committee Reports: No Report

Administration & Finance/
Property Committee
Councilor Goble announced a meeting on January 15th at 5:30pm.

Public/Traffic Safety
No Report

Public Works No Report

City Boards/Committees:

Chamber of Commerce Councilor Coleman reported the Annual Award Banquet is scheduled for March 16th and will be a Mardi Gras theme.

Fire District Councilor Trask reported on the success of the Sharing Tree.

Park & Tree Commission None

Y.A.C. Councilor Gourley reported the Youth Leadership Summit is scheduled for July 27, 2019.

Ad Hoc Committee Councilor Gourley reported the January and February meetings Community Healthcare have both been postponed one week to avoid holidays.

Regional Boards/Committees:

Area Commission on Transportation No Report (ACT)

Council of Governments (COG) No Report

Solid Waste Advisory Council No Report (SWAC)

Council Business for Good of the None Order:

With No further business the meeting adjourned at 7:10 PM

Adjournment:

The foregoing is a true copy of the proceedings of the City Council at the January 8, 2019 regular City Council Meeting.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: January 8, 2019	TITLE: Public Hearing: Appeal to Planning Application Variance VR18-07	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION <input type="checkbox"/> OTHER
SUBMITTED BY: Jerry Sorte, CED Director	ATTACHMENTS: Staff Report for the appeal to VR18-07	
REVIEWED BY: Ray Towry, City Manager		

PURPOSE OF THIS RCA:

This RCA provides information pertaining to an appeal by the City Manager of the Planning Commission’s decision to approve a variance request to build a 1,728 square foot shop building in the Residential Low-Density (R-1) Zone. The City Council will hold a public hearing and make a final local decision on this matter.

BACKGROUND/CONTEXT:

The applicant, James Pickett, applied under application VR18-07 to build a 1,728 square foot shop building in the Residential Low-Density (R-1) Zone. The maximum floor area for an accessory structure in the R-1 zone is 864 square feet. The property is located at 203 5th Avenue, Sweet Home, OR 97386. The property is identified on the Linn County Assessor’s Map as 13S01E31CD Tax Lot 700, and it contains approximately 1.55 acres. The Staff Report (attached) includes maps that depict the property and proposed shop location.

The Planning Commission held a public hearing on November 5, 2018 to consider this variance request. An opportunity was provided for public testimony at the public hearing. After closing the public hearing, the Planning Commission deliberated and voted 3-2 to approve the variance. The minutes for the hearing are included as Attachment D to the Staff Report. The Planning Commission’s decision is memorialized in the Order of Conditional Approval included as Attachment F to the Staff Report.

City Manager Ray Towry filed an appeal to the Planning Commission’s decision on VR18-07 on November 30, 2018 under Sweet Home Municipal Code (SHMC) 17.12.050: “The City Manager shall have the power and duty to enforce the provisions of this title.” The City Manager cited that the decision on VR18-07 did not include adequate findings to demonstrate compliance with all of the decision criteria for the application. The City Manager found that it has not been shown that:

“The request is the minimum variance necessary to make reasonable use of the property” [SHMC 17.88.040(C)];

Or that: “The property has a physical circumstance or condition that makes it difficult to develop” [SHMC 17.88.040(H)].

A decision on a land use application must be made based on a review of the proposal under all of the applicable review and decision criteria. The review and decision criteria are those sections of the SHMC that apply to the application and are listed and discussed under Section

IV of the Staff Report (attached). By their nature, the criteria are discretionary. At this time, the role of the City Council will be to hold a public hearing, consider the variance proposal and all testimony that is provided, and make a decision on this application.

THE CHALLENGE/PROBLEM:

Should the City Council approve or deny this proposal for a variance? The City Council must determine if the applicant's proposal complies with all of the criteria for a variance listed in the SHMC; which are provided in Section IV of the Staff Report (attached).

STAKEHOLDERS:

- Neighboring Property Owners and Residents. The proposed shop building will have the most immediate impact on neighborhood surrounding the subject property. Neighbors within 100 feet of the property have been notified of this public hearing.
- City of Sweet Home Residents. Sweet Home residents will be impacted on how the City applies its standards for granting variances. The City Council's decision will be used as guidance for future application of the code.

ISSUES & FINANCIAL IMPACTS:

Comments that have been received in response to this application are included in the Staff Report. To date, staff has received one comment from a neighboring property owner. The comment from the property owner at 140 7th Ave opposes the application, and is included as Attachment E to the Staff Report.

ELEMENTS OF A STABLE SOLUTION:

A stable solution requires consideration of this application by the City Council after providing an opportunity for the applicant and any member of the public to provide testimony at a public hearing. The City Council should consider the precedent that is set by this decision.

OPTIONS: The City Council will need to hold a public hearing in order to hear testimony related to this application. After the public hearing has been concluded, the options before the City Council include the following:

1. Move to approve application VR18-07 and thereby approve the variance proposed at 203 5th Avenue; and direct staff to memorialize the decision in an Order that will be presented to the City Council on the Consent Agenda during the January 22, 2019 City Council Meeting.
2. Move to deny VR18-07 and thereby deny the request for the variance proposed at 203 5th Avenue; and direct staff to memorialize the decision in an Order that will be presented to the City Council on the Consent Agenda during the January 22, 2019 City Council Meeting.
3. Move to continue the public hearing to a date and time certain (specify); or
4. Do Nothing.
5. Other.

RECOMMENDATION:

Based on the information submitted into the record as of the writing of this RCA, I recommend that the City Council follow Option 2 and deny the application. It is my opinion that there is not

adequate information in the record to demonstrate compliance with all of the criteria for the variance request. The reasons for this recommendation are discussed in the Staff Report (attached). In particular, the applicant has not adequately shown that:

“The request is the minimum variance necessary to make reasonable use of the property” [SHMC 17.88.040(C)];

Or that: “The property has a physical circumstance or condition that makes it difficult to develop” [SHMC 17.88.040(H)].

If prior to, or at the public hearing, evidence is presented that the City Council finds to adequately address all of the criteria for approval of a variance, then my recommendation is that the application be approved as outlined in Option 1.

If you have any questions, please feel free to contact me.



Community and Economic Development Department

City of Sweet Home
1140 12th Avenue
Sweet Home, OR 97386
541-367-8113
Fax 541-367-5113
www.ci.sweet-home.or.us

Staff Report Presented to the City Council

REQUEST: The applicant is requesting a variance in order to build a 1,728 square foot shop building. In the Residential Low-Density (R-1) Zone the maximum floor area for an accessory structure is 864 square feet. [SHMC 17.08.030(D)].

The subject property is located in the Residential Low-Density (R-1) Zone.

APPELLANT: Ray Towry, City Manager
APPLICANT: James Pickett
PROPERTY OWNER: James Pickett
FILE NUMBER(S): VR18-07
PROPERTIES: 203 5th Avenue, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E31CD Tax Lot 700.

REVIEW AND DECISION CRITERIA: Sweet Home Municipal Code (SHMC) Sections 17.88.040, 17.88.050, 17.08.030(D)

HEARING DATE & TIME: January 8, 2019 at 6:30 PM
HEARING LOCATION: Sweet Home Police Department, Council Chambers at 1950 Main Street, Sweet Home, Oregon
STAFF CONTACT: Angela Clegg. Phone: (541) 367-8113; Email: aclegg@sweethomeor.gov
REPORT DATE: December 31, 2018

I. BACKGROUND

The Planning Commission provided an opportunity for public testimony at a public hearing on November 5, 2018 for Variance Application VR18-07. At that hearing the Planning Commission heard testimony from staff and from the applicant. Once the hearing was closed the Planning Commission deliberated and then voted 3 to 2 to approve the variance. The Notice of Decision was mailed on November 19, 2018. The Appeal period for the decision was 12 days from the date the decision was mailed, ending on December 1, 2018. The City Manager, Ray Towry, filed the appeal for application VR18-07 on November 30, 2018.

The appeal is being filed under SHMC 17.12.050: "The City Manager shall have the power and duty to enforce the provisions of this title." The City Manager cited that the decision on VR18-07 did not include adequate findings to demonstrate compliance with all of the decision criteria for the application. The City Manager found that It has not been shown that:

“The request is the minimum variance necessary to make reasonable use of the property” [SHMC 17.88.040(C)];

Or that: “The property has a physical circumstance or condition that makes it difficult to develop” [SHMC 17.88.040(H)].

II. PROJECT AND PROPERTY DESCRIPTION

The applicant is requesting a variance in order to build a 1,728 square foot personal shop. In the Residential Low-Density (R-1) Zone the maximum floor area for an accessory structure is 864 square feet.

SHMC 17.08.030(D) requires: An accessory structure shall be detached from all other buildings by at least six feet. Accessory structures shall have a maximum floor area of 864 square feet.

ZONING AND COMPREHENSIVE PLAN DESIGNATIONS:

Property	Zoning Designation	Comprehensive Plan Designation
Subject Property	Residential Low-Density (R-1)	Low Density Residential
Property North	Residential Low-Density (R-1)	Public
Property East	Residential Low-Density (R-1)	Medium Density Residential
Property South	Residential Low-Density (R-1)	Medium Density Residential
Property West	Residential Low-Density (R-1)	Medium Density Residential

Floodplain Based on a review of the FEMA FIRM Maps; Panel 41043C0913G dated September 29, 2010, the subject property is not located in the 100-year floodplain.

Wetlands: The subject property does not contain wetlands that are inventoried on the Sweet Home Local Wetlands Inventory or the National Wetlands Inventory (NWI) Map.

Access: The subject property has frontage along 5th Avenue.

Services: The subject property has access to city water and sewer.

Street: 5th Avenue is a local street and has a 50 foot right-of-way.

TIMELINES AND HEARING NOTICE:

Application Received: October 3, 2018
Application Deemed Complete: October 8, 2018
Notice Distributed to Neighboring Property Owners Within 100 feet and Service Agencies: October 16, 2018
Notice Published in New Era Newspaper: October 22, 2018
Date of Planning Commission Hearing: November 5, 2018
Date of Appeal: November 30, 2018
Appeal Notice Distributed to Neighboring Property

Owners Within 100 feet and Service Agencies:	December 17, 2018
Notice Published in New Era Newspaper:	December 26, 2018
Date of City Council Hearing:	January 8, 2019
120-Day Processing Deadline:	January 31, 2019

III. COMMENTS (submitted to Planning Commission for November 5, 2018 Meeting)

Engineering Division:

Project & Location:

Request VR 18-07 is for a Variance to build a 1,728 SqFt shop building at 203 5th Avenue, 13S01E31CD-700. Construction will be 15ft from the east, and 5ft from the north property lines. The property has a paved driveway access to the public frontage to 5th Ave to the west, which has 12ft of AC pavement, shallow grass swale drainage, and a 50ft wide right-of-way.

Streets & Stormwater:

The property naturally grades and slopes to the north, with all drainage running appearing to run onto the adjacent school property, or the properties on 7th Ave. A drainage swale system on the school property used to run northerly along the property lines of the adjacent properties, and may still be there.

Water & Sanitary:

The property is served by sewer with the main line in the back yards under the common line between the school grounds and the backyards off 7th Ave. The city has an easement on the west property line by public utility placement, with a width generally 12ft centered on the property line so that 6 ft would be on either side. The proposed structure would not encroach into the easement. The water service is from 7th Ave, with the line running between two driveways of adjacent properties.

Comments & Recommendations:

Engineering Division would recommend that drainage runoff be contained on site without flowing directly downslope to the east neighbors or the school grounds. The school may allow drainage from the perimeter properties to flow into the existing swale.

-Joseph Graybill, PE, City of Sweet Home

Building Division:

The Building Program has no issues with this variance request.

OR Dept. State Lands

It is unlikely there are wetlands in that corner of the tax lot where the shop is proposed to be built.

-Lauren Brown, Wetland Ecologist

Public Comments:

See Attachment E

IV. REVIEW AND DECISION CRITERIA

The review and decision criteria for a variance are listed below in bold. Findings and analysis are provided under each review and decision criterion.

- A. A determination that the criteria have been met involves the balancing of competing and conflicting interests. The following considerations may be used as guidelines in the granting authority's deliberations. [SHMC 17.88.050(A-E)]**
- a. Whether the situation that created a need for a variance was created by the person requesting the variance;**
 - b. The economic impact upon the person requesting the variance if the request is denied;**
 - c. An analysis of the physical impacts the development could have, such as visual, noise, traffic, and increased potential for drainage, erosion or landslide hazards;**
 - d. Preservation of native tree species such as Oregon White Oak and Pacific Madrone over eight inches in caliper or Douglas Fir, Willamette Valley Ponderosa Pine, Big Leaf Maple, Incense and Western Red Cedar over 12 inches in caliper, measured at four and one-half feet above grade on the uphill side;**
 - e. Whether the proposal impacts the aesthetics of the property.**

Staff Findings: The criteria for a variance are listed in Subsection B below. The above section of the SHMC provides a list of considerations that may be used when evaluating each of the criteria.

- B. The criteria that shall be used in approving, approving with conditions, or denying a requested variance will be based on findings with respect to compliance with each of the following criteria, if applicable.**
- a. The development resulting from an approved variance will not be detrimental to public health or safety; [SHMC 17.88.040(A)]**

Applicant's Comments: The property behind the subject property is an old railroad trail. The property to the north of the subject property is Oak Heights grade school. There are no neighbors to the east of the property that borders 7th Avenue. With the size of the property (approximately 67,154 Square feet), the applicant does not believe that it will have a negative effect on property values.

Staff Findings: Staff has not identified any reasons why the applicant's proposed shop would be detrimental to public health or safety. Use would be those permitted in the R-1 zone. The Comprehensive Plan lists the subject property as Low-Density Residential. The maximum floor area for an accessory structure is 864 square feet [17.08.030(D)].

- b. The request is not in conflict with the Comprehensive Plan; [SHMC 17.88.040(B)]**

Staff Findings: Staff has not identified any goals or policies of the Comprehensive Plan that would preclude the proposed variance.

- c. The request is the minimum variance necessary to make reasonable use of the property; [SHMC 17.88.040(C)]**

Applicants Comments: The applicant stated, at the Planning Commission hearing, that due to the lot size of 1.55 acres, he prefers to build a 1,728 square foot shop. The applicant is open to other options; a 1,200 square foot shop, or an 864 square foot shop with a lean to for RV storage.

Staff Findings: The applicant stated in the November 5, 2018 Planning Commission meeting that he would be willing to reduce the size of his shop to closer meet code. [SHMC

17.08.030(D)]. For this reason, a request to build the proposed 1,728 square foot shop does not appear to be the minimum variance necessary to make reasonable use of the property.

d. The requested variance is consistent with the purposes of the zone; [SHMC 17.88.040(D)]

i. The purpose of the R-1 zone is to provide areas suitable and desirable for single-family homes, associated public service uses and duplexes on corner lots. The R-1 zone is most appropriate in areas which have developed or will develop with single-family homes at a density which warrants provision of public water and sewer facilities. [SHMC 17.24.010]

Staff Findings: Staff finds that a shop is consistent with the purposes of the R-1 zone. The shop building would be accessory to the existing single family dwelling located on the subject property. A shop meets the purpose of the R-1 zone, however the proposed shop is larger than the maximum square footage for an accessory structure of 864 square feet. [SHMC 17.08.030(D)]. The question before the City Council is whether a larger shop building is consistent with the purpose of the R-1 zone considering that multiple 864 square foot buildings could be established on the property.

e. If more than one variance is requested or needed, the cumulative effect of the variances will result in a project that remains consistent with the purposes of the zone; [SHMC 17.88.040(E)]

Staff Findings: The applicant is not requesting more than one variance.

The application complies with this criterion.

f. Identified negative impacts resulting from the variance can be mitigated to the extent practical; [SHMC 17.88.040(F)]

Applicant's Comments: The applicant stated, at the Planning Commission hearing, that there is a culvert in his front yard where the gutters from his home drain. There is the possibility the shop runoff could utilize this for drainage. The applicant also states that his water and sewer are accessed from 7th Avenue not 5th Avenue. [Planning Commission meeting minutes, dated November 5, 2018].

Staff Findings: The Engineering Division recommends that drainage runoff be contained on site without flowing directly downslope to the east neighbors or the school grounds. The school may allow drainage from the perimeter properties to flow into the existing swale. Staff recommends this condition in order to ensure that drainage runoff does not affect the school or neighboring properties.

g. The location, size, design characteristics and other features of the proposal shall have minimal adverse impacts on property values, livability of the permitted development in the surrounding area, and the natural environment; [SHMC 17.88.040(G)]

Applicant's Comments: With the size of his property the applicant does not feel that building a larger shop would be detrimental to any of the neighbors or the city. The applicant does not believe that it will have a negative effect on property values.

Staff Findings: Staff received one comment contending that they don't want a large shop built behind their home, and they feel that a large shop would devalue and diminish their privacy further. [Attachment E].

- h. **The property has a physical circumstance or condition that makes it difficult to develop. The request complies with the requirements of the underlying zone or overlay zone, city codes, state and federal laws. [SHMC 17.88.040(H)]**

Staff Findings: Staff has not identified any physical circumstances or condition that would make an 864 square foot accessory structure difficult to develop. There is not adequate information in the record to demonstrate compliance with this condition.

- C. A variance shall be void one year, or other time specifically set by the Planning Commission after the date of the Planning Commission approval if the development has not been substantially established within that time period. [SHMC 17.88.060]**

Staff Findings: As required under this section, if this application is approved, the variance shall be void one (1) year after the date of the City Council approval if the use has not been substantially established, as defined under SHMC 17.88.060, within that time period.

V. CONCLUSION AND RECOMMENDATION

Based on the above findings, there is not adequate information in the record to demonstrate compliance with all of the criteria for the variance request. Therefore staff recommends that this application be denied.

VI. CITY COUNCIL ACTION

The City Council will hold a public hearing at which it may either approve or deny this application. The action must be based on the applicable review and decision criteria.

Order: After the City Council makes a decision, staff recommends that the City Council direct staff to prepare an order. The Order would memorialize the decision and be placed on the Consent Agenda for review.

Motion:

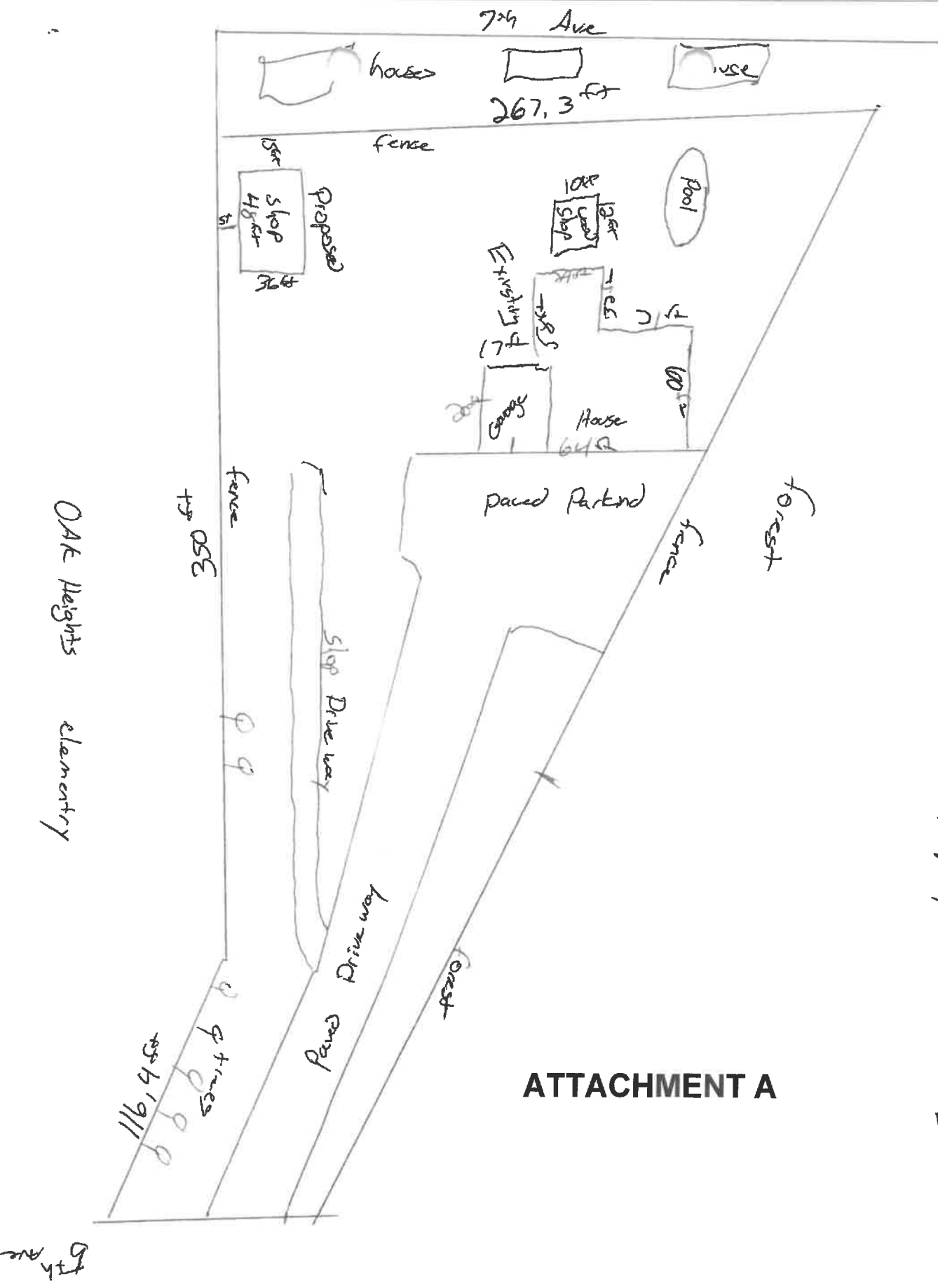
After opening the public hearing and receiving testimony, the City Council's options include the following:

1. Move to approve the application VR18-07 and thereby approve the variance proposed at 203 5th Avenue; and direct staff to memorialize the decision in an Order that will be presented to the City Council on the Consent Agenda during the January 22, 2019 City Council Meeting.
2. Move to deny VR18-07 and thereby deny the request for the variance proposed at 203 5th Avenue; and direct staff to memorialize the decision in an Order that will be presented to the City Council on the Consent Agenda during the January 22, 2019 City Council Meeting.
3. Move to continue the public hearing to a date and time certain (specify); or
4. Other.

VII. ATTACHMENTS

- A - Proposed Variance Plot Plan for 203 5th Avenue
- B - Aerial Property Map of 203 5th Avenue
- C - Application
- D - Planning Commission Meeting Minutes dated November 5, 2018
- E - Public Comments
- F - Planning Commission Order of Approval
- G - Planning Commission Staff Report

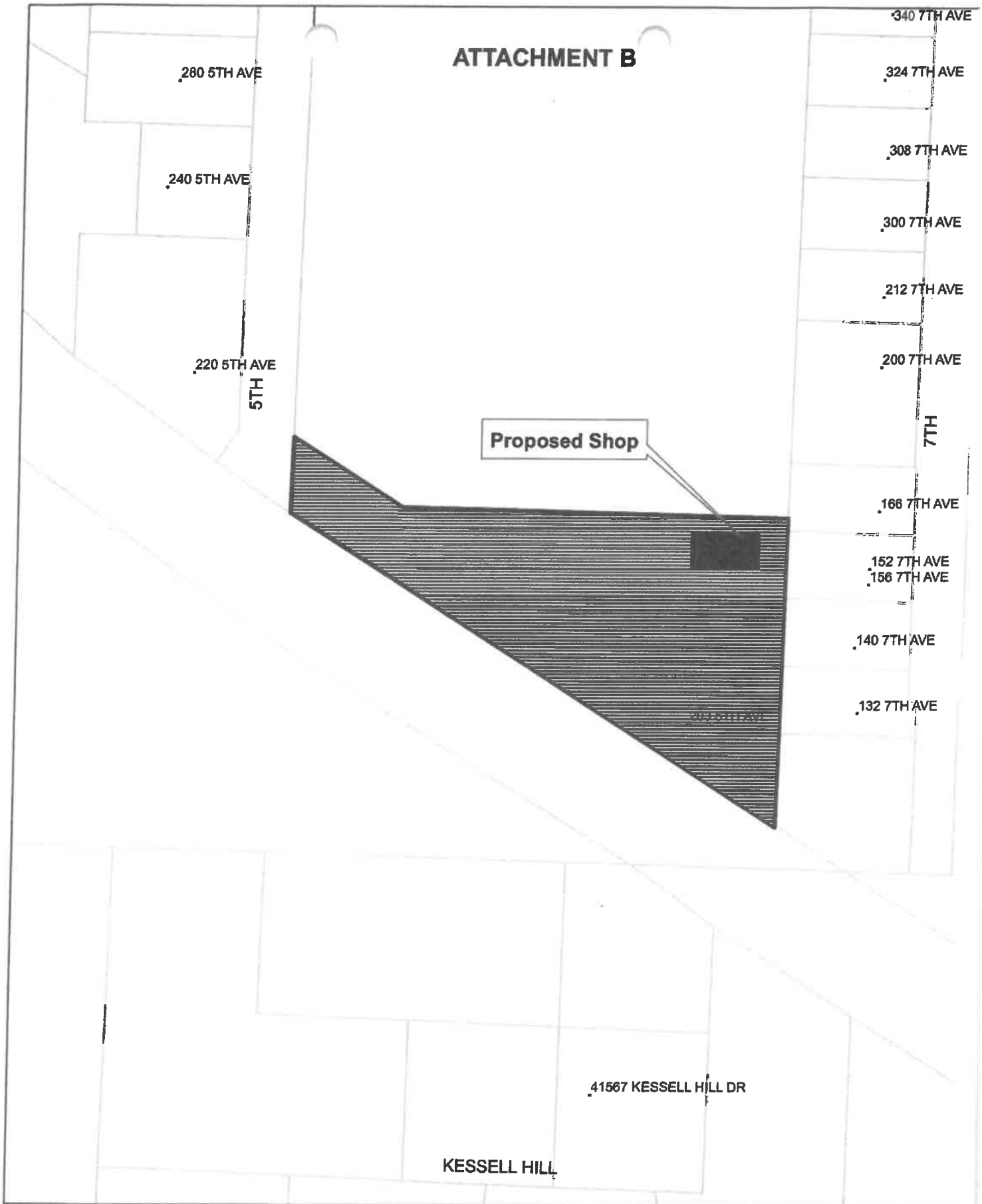
The full record is available for review at the City of Sweet Home Community and Economic Development Department Office located at City Hall, 1140 12th Ave, Sweet Home, Oregon 97386. Regular business hours are between 7:00 AM and 4:00 PM, Monday through Friday; excluding holidays.



House with garage is 3,800 sq ft
 Property is 1.55 acres

ATTACHMENT A

ATTACHMENT B



Proposed Shop

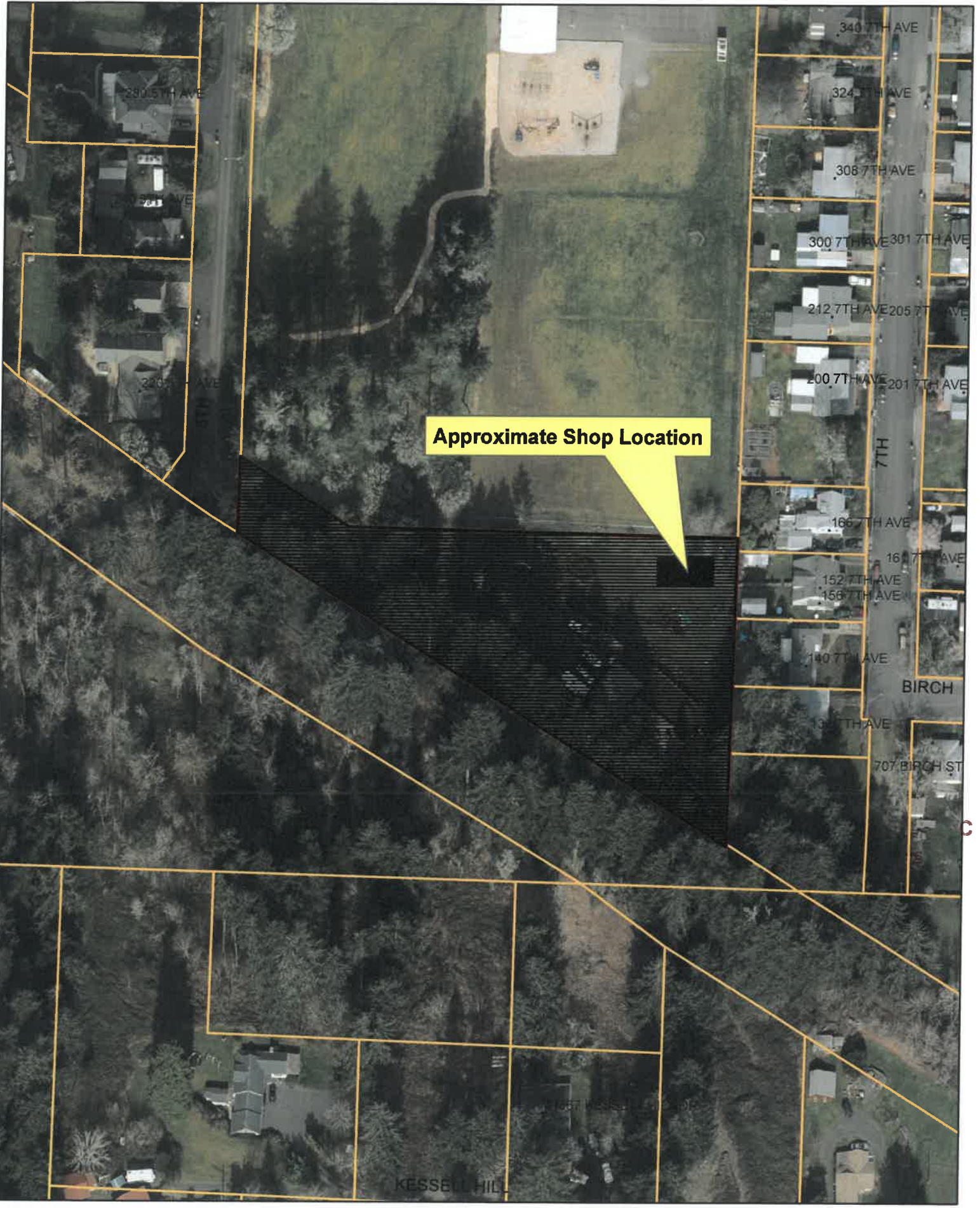


1 inch = 109 feet

203 5th Avenue
Proposed Variance VR 18-07

Date: 8/7/2018

ATTACHMENT B1



Approximate Shop Location



1 inch = 109 feet

203 5th Avenue, Sweet Home, OR 97386
Proposed Variance Application VR 18-07

City Council Packet Date: 10/22/2018



Attachment C

Community and Economic Development Department

City of Sweet Home
1140 12th Avenue
Sweet Home, OR 97386
541-367-8113
Fax 541-367-5113
www.ci.sweet-home.or.us

Application for a Land Division Variance

Date Received: 10.3.18
Date Complete: _____
File Number: VR18-07
Application Fee \$: \$570.00
Receipt #: 75857
Hearing Date: _____

Applicant's Name: James Pickett
Applicant's Address: 203 5th Ave S.H. Or 97386
Applicant's Phone and e-mail: Jim W Pickett @ Yahoo.com
Subject Property Address: _____

Property Owner: James Pickett
Owner's Address: 203 5th Ave S.H. Or 97386
Owner's Phone and email: 541-401-9035

Subject Property Assessor's Map and Tax Lot:
13S01E31CD00700

Subject Property Size: 1.55 Acres

Subject Property: Zoning Classification
R-1

Comprehensive Plan Classification: _____

Nature of Applicants Request

Variance Request from Sweet Home Municipal Code Sections:

17.08.030-D Accessory structure has maximum floor area of 864 sq ft

Narrative describing the proposed variations from the stated code sections. Brief Description on this form and attach extra sheets if needed.

I want to build a personal shop sized 36 deep by 48 wide

Description of the alternatives considered and the reason for the choices made.

No other Alternative is available for this shop

A brief review of how the application meets the review criteria. Attach sheets if needed.

Submittal Requirements

The checklist on the other side of this application lists the required items must be submitted with this application and the Criteria the request must meet. Please address all items that apply to this request. I certify that the statements contained on this application, along with the submitted materials, are in all respects true and are correct to the best of my knowledge and belief.

Applicant's Signature: _____

Date: 9-30-18

Property Owner's Signature: _____

Date: 9-30-18

Within 30 days following the filing of this application, the City Planner will make a determination of completeness regarding the application. If deemed complete, the application will be processed.

SHMC 17.88.030 APPLICATION REQUIREMENTS

An application for a variance must meet the submittal requirements and the decision criteria noted below.

1. A site plan drawn to scale, considering, but not limited to, the following:
 - a. Dimensions and arrangement of the existing development.
 - b. Dimensions and arrangement of the proposed development.
 - c. Adjoining properties, streets, alleys, structures and drainage ways.
 - d. Identification of all requested variations from Code.
 - e. Vehicle and pedestrian access ways.
 - f. Fences and walls.
 - g. Off street parking areas.
 - h. Natural features, such as waterways, floodplain, floodway, riparian areas, wetlands, trees, topography, etc.
2. Narrative describing the requested variation(s), alternatives considered, and the reason for the choices made.
3. A review of how the application meets the review criteria.

SHMC17.88.040 VARIANCE CRITERIA.

The criteria that shall be used in approving, approving with conditions, or denying a requested variance will be based on findings with respect to compliance with each of the following criteria, if applicable.

- A. The development resulting from an approved variance will not be detrimental to public health or safety.
- B. The request is the minimum variance necessary to make reasonable use of the property.
- C. The requested variance is consistent with the purposes of the zone.
- D. If more than one variance is requested or needed, the cumulative effect of the variances will result in a project that remains consistent with the purposes of the zone.
- E. Identified negative impacts resulting from the variance can be mitigated to the extent practical.
- F. The location, size, design characteristics and other features of the proposal shall have minimal adverse impacts on property values, livability of the permitted development in the surrounding area, and the natural environment.
- G. The property has a physical circumstance or condition that makes it difficult to develop.

Highway is paved
Property is 1.55 acres, House with garage is 3800 sqft



1 inch = 62 feet

City of Sweet Home Planning Department

Date: 8/7/2018

According to code 17.08.030 section D; an accessory structure Shall be no more than 864 Sq. ft which is a 24x36 shop building. Due to me having 1.55 acres, I would prefer to build a shop that is 36x48.

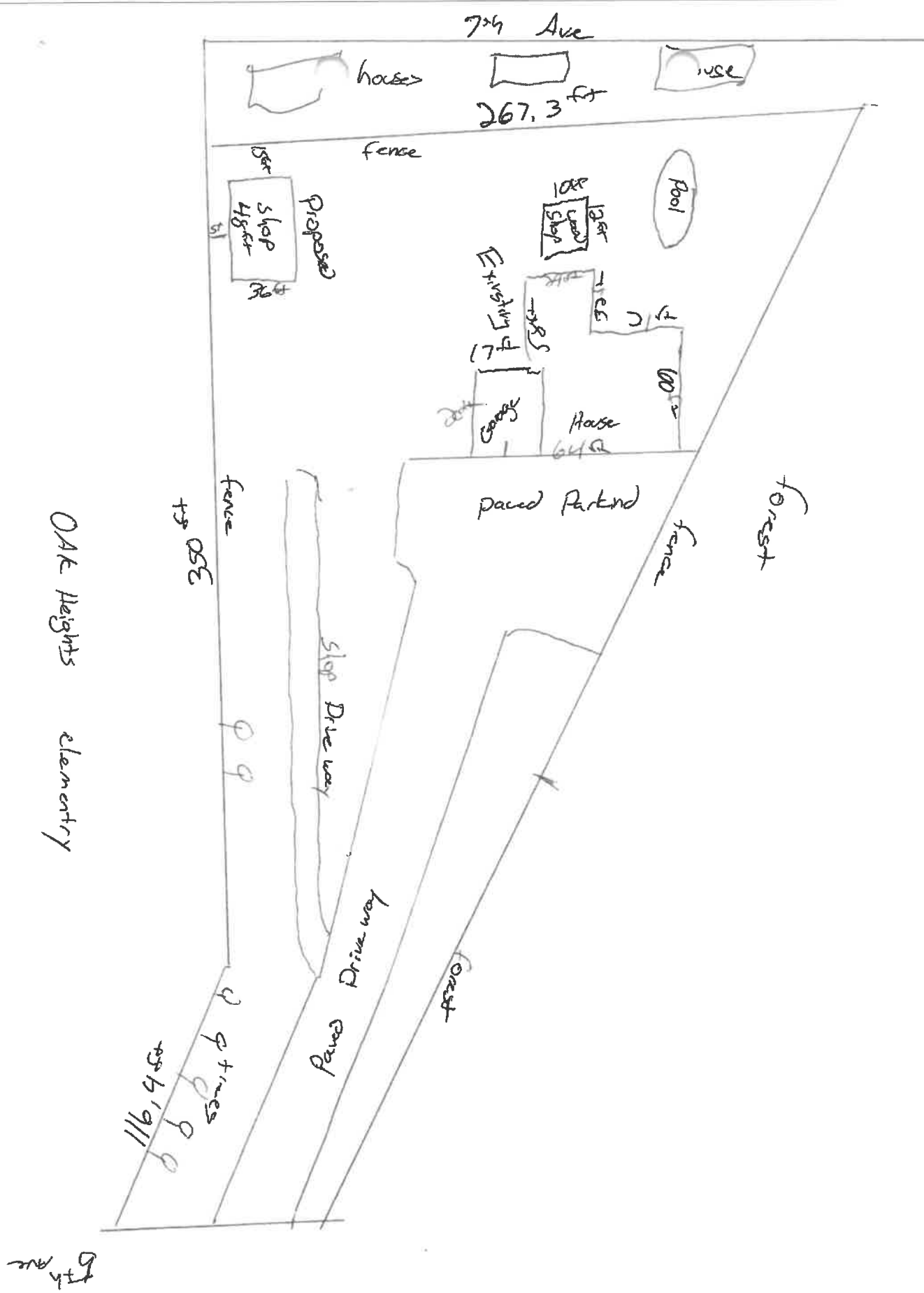
The property behind me is the old railroad trail. The property to north of me is Oak Heights grade school. I do have neighbors to the east of my property line that borders 7th avenue.

With the size of my property I do not feel that building a larger shop would be detrimental to any of the neighbors or the city, I do not believe that it will have a negative effect on property values.

I have included a plot map describing my property and with the location of the proposed shop building. I have measured the property lines and current buildings to show the sizes comparable to my property. I currently have a paved driveway and paved parking. Most of my property is fenced. There is not any wetlands, waterways in my area. There is timberland south of me. The proposed location of the building is a gravel parking area.

I am open to other options also. A 30x40 shop, A 24 x 36 with a lean to for rv storage or any solution we can come up with.

Thank You. James Pickett



OAK Heights elementary

House with garage is 3,800 sq ft
 Property is 1.55 acres

Ready-build Plans Program

The program is designed to streamline the permitting process for customers. The division provides complete building plans and specifications for a variety of pole buildings, garages, carports, decks, and patios.

These structures are in Use and Occupancy Classification Group U (metal or wood frame), or are exempt under the architects/engineers law. They are preapproved to meet all design parameters in the state building code, but customers must also confirm that the plans meet their local city or county zoning and building requirements.

Using ready-build plans

Local jurisdictions choosing to participate in the Ready-build Plans Program can download these plans and make them available to customers.

In addition, building officials and inspectors (acting within their scope of employment by a city or county) may develop more pre-approved plans and specifications for structures that are exempt under the architects/engineers law.

The preapproved plans are subject to normal permitting and inspection protocols within a jurisdiction.

Contact [your local jurisdiction for more information.](#)

Pole buildings

- [Pole building](#)
- [Pole building 24' x 24' x 14'](#)
- [Pole building 24' x 36' x 14'](#)
- [Pole building 36' x 36' x 14'](#)
- [Pole building 36' x 48' x 14'](#)
- [Pole building 36' x 60' x 14'](#)

Garages

- [Garage 24' x 24' x 10'](#)
- [Garage 24' x 36' x 10'](#)
- [One-car 24' x 36' x 10'](#)
- [Two-car 24' x 36' x 10'](#)

Other buildings

- [Deck](#)
- [Patio cover](#)
- [Carport](#)

GENERAL BUILDING DATA	
ITEMS	FEET
WIDTH	86'-0"
LENGTH	48'-0"
RAISE HEIGHT	14'-0"
ROOF PITCH	4
FRAME SPACING	12'-0"
RAFTER SPACING	8'-0"
GIRT SPACING	8'-0"

DESIGN CRITERIA	
WIND	UNIT
WIND SPEED	80 MPH (FASTEST BUILDING WIND SPEED AS PER ASCE 7)
EXPOSURE	B
SEISMIC ZONE	D
DEAD LOAD	5 psf
SOIL BEARING	1500 psf

GENERAL NOTES

THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE STARTING WORK. THE OWNER/CONTRACTOR SHALL NOTIFY THE BUILDING CODE DIVISION OF ANY DISCREPANCIES, CHANGES, OMISSIONS OR SUBSTITUTIONS ARE NOT PERMITTED WITHOUT THE APPROVAL OF THE BUILDING DEPARTMENT HAVING JURISDICTION. ALL WORKMANSHIP SHALL CONFORM TO OREGON STRUCTURAL SPECIALTY.

THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR/OWNER IS RESPONSIBLE FOR METHODS AND SEQUENCES OF ASSEMBLING THE STRUCTURE. THE CONTRACTOR/OWNER IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING THE CONSTRUCTION AND PRIOR TO COMPLETION OF ALL WALLS, ROOF AND FLOOR DIAPHRAGMS.

DRILLED FOUNDATION

THE FOOTING SHALL BEAR ON NATIVE, HOMOGENEOUS, UNDISTURBED NATIVE SOIL BELOW FINISH GRADE. ALL STRUCTURAL FOOTINGS SHALL BE EXTENDED MINIMUM 4'-0" BELOW FINISH GRADE UNLESS NOTED OTHERWISE ON PLANS. THERE SHALL BE 85% COMPACTION OF ALL BACKFILL FOR SLABS ON GRADE IN ACCORDANCE OF ASTM D1557 ACCEPTED PROCTOR DENSITY.

BACK FILL IN THE ANNULAR SPACE AROUND THE POSTS SHALL BE BY ONE OF THE FOLLOWING METHODS:

- CONCRETE WITH THE ULTIMATE STRENGTH OF MIN. 2000 PSI.
- CLEAN SAND. THE SAND SHALL BE COMPACTED BY TAMING IN LAYERS NOT MORE THAN 8" IN DEPTH.
- GRANULAR BACKFILL. THE GRANULAR BACKFILL SHALL BE 3/4" (3) GRAVEL OR EQUIVALENT ROCK. BACKFILL SHALL BE COMPACTED BY TAMING IN LAYERS NOT MORE THAN 8" IN DEPTH.
- NO SPECIAL INSPECTION FOR COMPACTION BY TAMING.

WOOD

STRUCTURAL LUMBER SHALL CONFORM TO WESTERN SOUTHWEST ASSOCIATION FOR GRADING.

- POSTS SHALL BE 6 X 12 TRIPLE UNLO.
- POSTS SHALL BE PRESSURE TREATED TO 0.50 Pcf RETENTION CCA ACCORDANCE WITH USC STD 25-12 AND AW/P A11-44.
- POSTS SHALL BE CENTERED ON THE FOOTING.
- GIRTS SHALL BE 2 X 6 DME @ 24" O.C. UNLO.
- RAFTERS SHALL BE 2 X 6 DME @ 24" O.C. UNLO.

FASTENERS, ANCHORS AND CONNECTORS

- BOLTS SHALL BE 3/4" DIAMETER MACHINE BOLTS WITH WASHERS AND NUTS AND SHALL CONFORM TO ASTM.
- WHERE BOLTS COME INTO CONTACT WITH PRESSURE TREATED WOOD WHEN CHROMITE IS USED THEY SHALL BE GALVANIZED STEEL.
- NUTS FOR BOLTS SHALL BE EITHER CRONIN NUTS OR WELON LOCKWELTS AND SHALL BE TIGHTENED TO THE APPROPRIATE MANUFACTURERS RECOMMENDATIONS.
- WALLS IN TREATED WOOD SHALL BE HOT DIPPED GALVANIZED

GIRT TO POST
RAFTER TO GIRDING
BLOCKING TO TRUSSES
GIRTS AT EACH SIDE UNLO

(3) 1 6d

- * SPECIFIED RAISE HEIGHT IS MAXIMUM HEIGHT. PLANS AND DETAILS ARE ABSOLUTE FOR HEIGHTS LESS THAN 14'-0"
- * SPECIFIED ROOF PITCH IS MAXIMUM. PLANS AND DETAILS ARE ABSOLUTE FOR ROOF PITCH LESS THAN 4 TO 12
- * SPECIFIED FRAME SPACING IS MAXIMUM. PLANS AND DETAILS ARE ABSOLUTE FOR SPACING LESS THAN 12'-0". SEE 1811 FOR TRUSS BRACING FOR OPENING GREATER THAN 14'-0"

BUILDING CODES DIVISION

1500 INDEPENDENCE STREET NW
BALDWIN PARK
FOLSOM, CA 95632
TEL: (916) 337-4333 FAX: (916) 339-0222

READY BUILT PLAN #2014-01

PRE-CONSTRUCTIVE ROOF TRUSS BUILDING

36'-0" X 48'-0" 14'-0"

WIND: 95 MPH EXPOSURE "B"

SNOW: 30 PSF

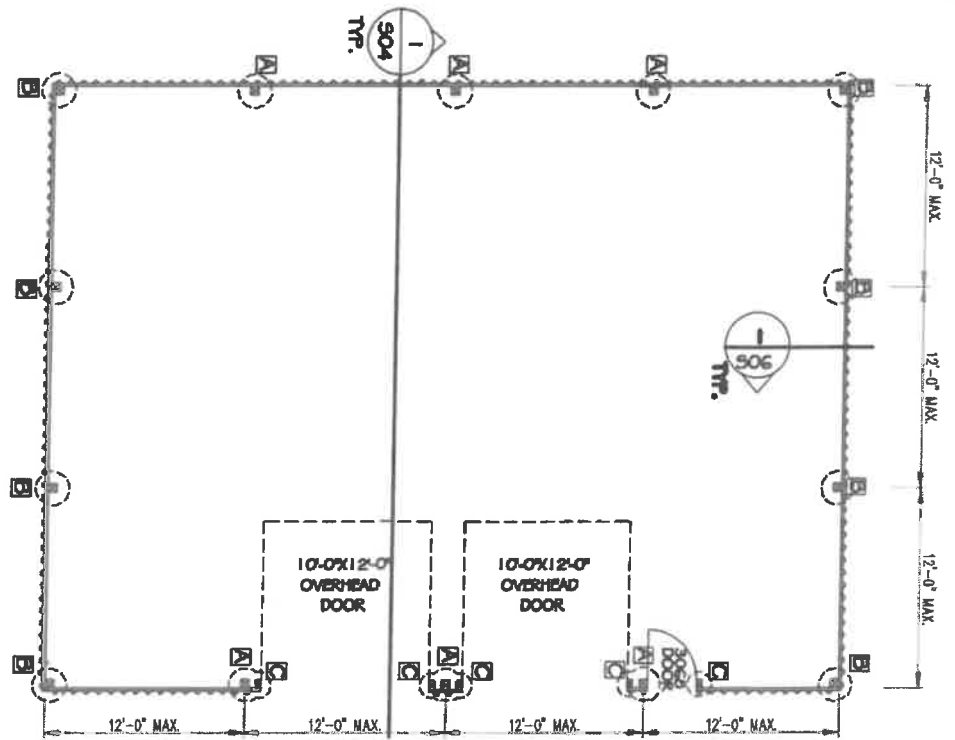
BUILDING CODES

OSBC 2010

Sheet

S01

1 FOUNDATION FLOOR PLAN
502

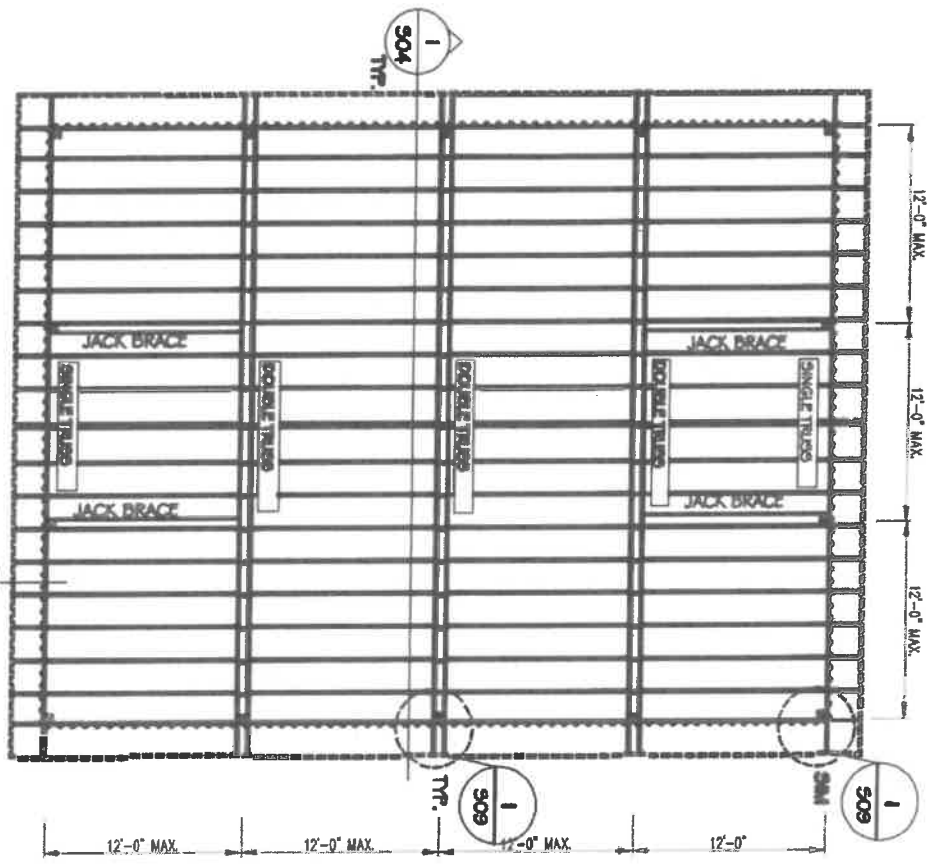


POST	POST SIZE	HOLE DIA (IN)	HOLE DEPTH (IN)	REMARKS
A	P.T 6X6 HF#2	24	54	SEE DETAIL 2/509
B	P.T 6X6 HF#2	24	54	SEE DETAIL 2/509
C	P.T 4X6 HF#2	18	42	SEE DETAIL 2/509

BUILDING CODES DIVISION
 1505 INDEPENDENCE AVENUE
 PALMDALE, CA 93550
 PHONE: 805-441-1400
 FAX: 805-441-1139 FAX: 805-441-1139

READY BUILD PLAN #2014-01
 PARALLEL TO THE FRONT BEARING BUILDING
 36'-0" X 48'-0" 16'-0"
 WIND: 55 MPH EXPOSURE "B"
 SNOW: 30 PSF

BUILDING CODES
 CGSC: 2010
 Sheet
502



- PLAN NOTES:**
1. 2X6 DF#2 @ 24" O.C TYPICAL RAFTERS
 2. 7/16" OSB W/34 @ 6" O.C EDGES AND 12" O.C FIELD (OPTIONAL)
 3. 15# FELT
 4. 29 GAGE METAL ROOF SHEATHING PER S03
 5. MAX. 2'-0" OVERHANG (OPTIONAL)

1 ROOF FRAMING PLAN
S03

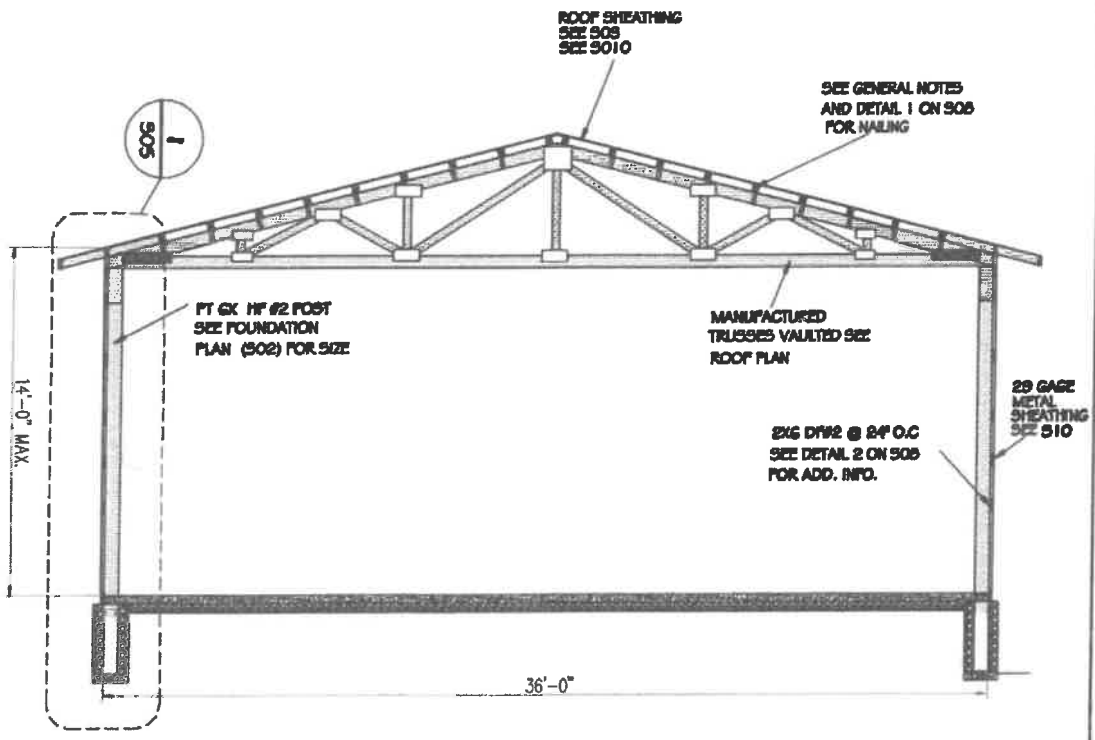
BUILDING CODES DIVISION
 1200 UNIVERSITY AVENUE, SEVENTH FLOOR
 SACRAMENTO, CALIFORNIA 95833
 PHONE: (916) 491-1400
 FAX: (916) 491-1400

READY BUILD PLAN #2014-01
 PRESCRIPTIVE ROOF FRAMING BUILDINGS
 56'-0" X 48'-0" TO 14'-0"
 WIND: 95 MPH EXCEEDABLE 5"
 SNOW: 30 PSF

BUILDING CODES
 CS90C, 2010

Sheet
S03

1
TYPICAL BUILDING SECTION



BUILDING CODES DIVISION

1000 INDEPENDENCE AVENUE NEW
BALTIMORE, MD 21201
P: 410.336.1400
F: 410.336.1400 FAX: 410.336.0200

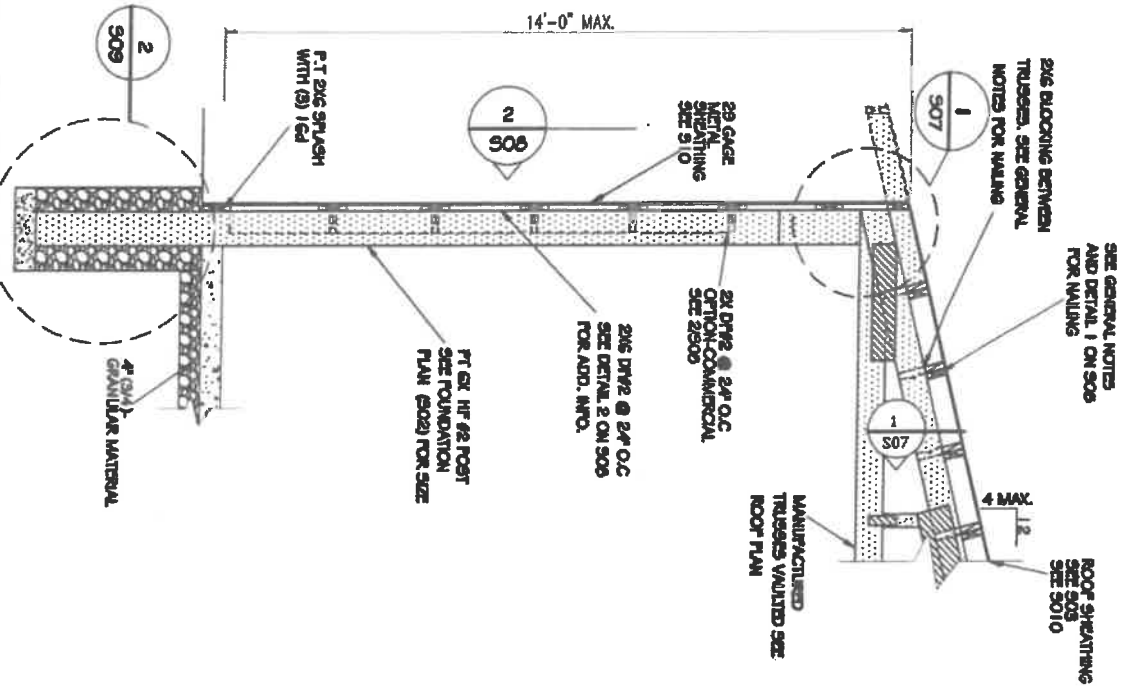
READY BUILD PLAN #2014-01
PRE-CALCULATED ROOF TRUSS BUILDINGS
36'-0" X 48'-0" 14'-0"
WIND: 55 MPH EXPOSURE "B"
SNOW: 30 PSF

BUILDING CODE
OSBC: 2010

Sheet
S04

1
505

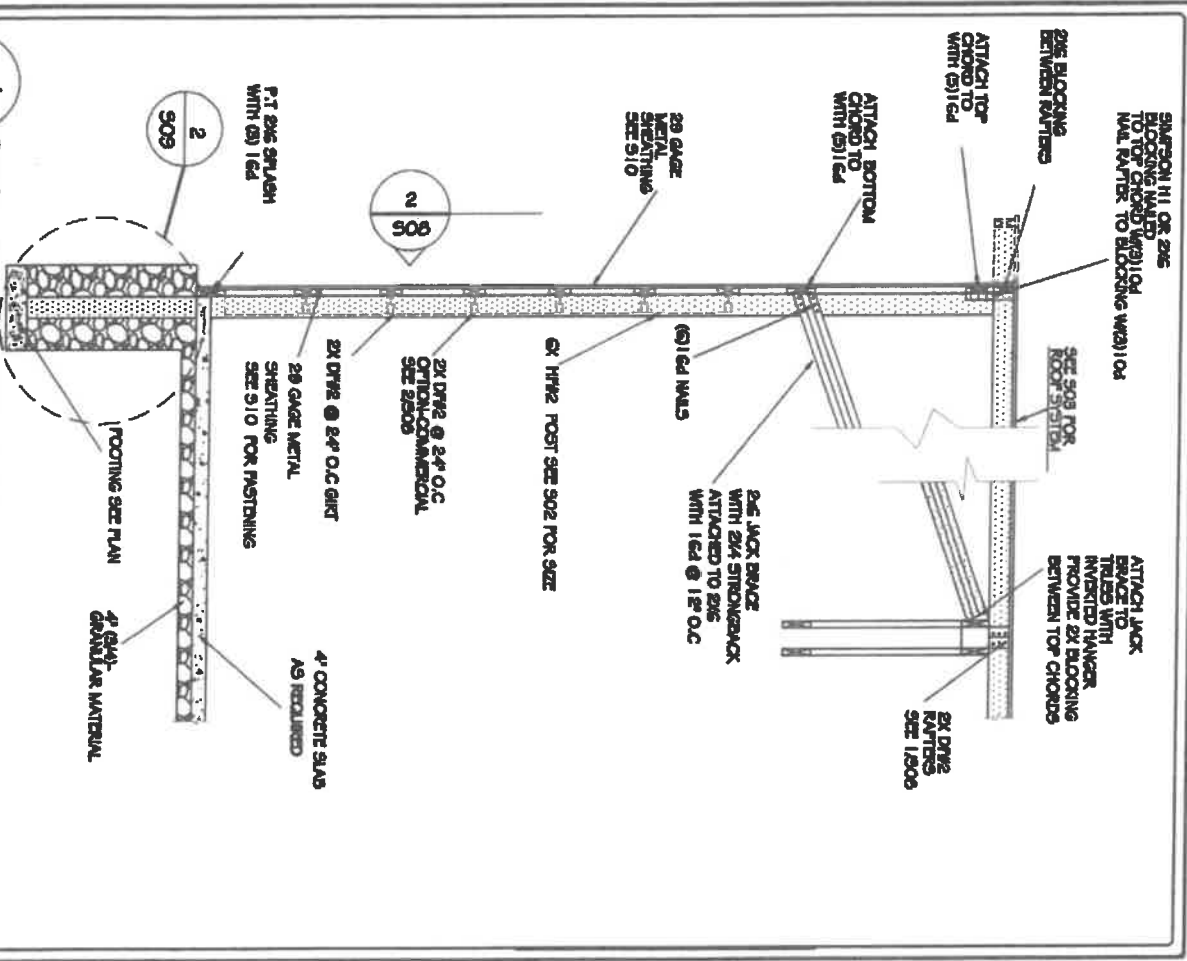
TYPICAL FRAME SECTION/ SIDE WALL
N.T.S



BUILDING CODES DIVISION
 1401 INDEPENDENT AVENUE NW
 BUILDING CODES
 BUILDING 1400
 TEL: (609) 399-4133 FAX: (609) 399-0222

READY BUILD PLAN #2014-01
 PRESCRIPTIVE ROOF FRAMES BUILDING
 36'-0" X 48'-0" X 14'-0"
 WINDS: 93 MPH EXPOSURE "B"
 SNOW: 30 PSF

BUILDING CODES
 OSBC 2010
 Sheet
S05



1

TYPICAL FRAME SECTION GABLE WALL

N.T.S

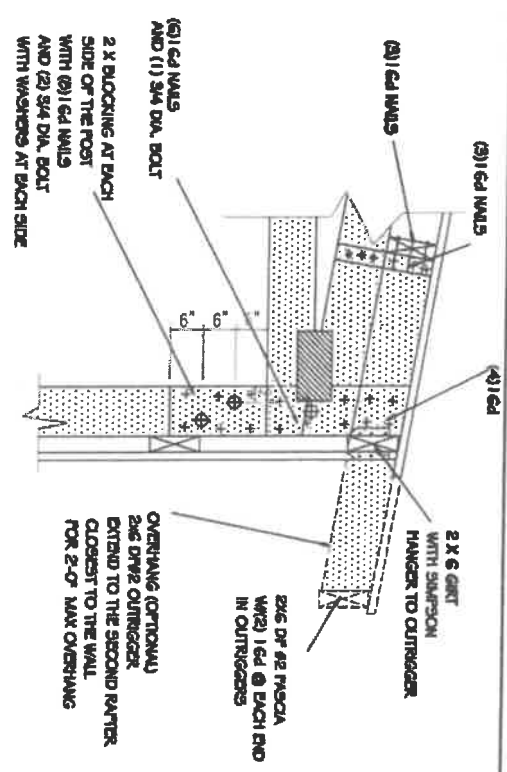
506

BUILDING CODES DIVISION
 1501 DEPARTMENT STREET
 PALM BEACH, FL 33480
 PHONE: 561-845-1400
 FAX: 561-845-1402

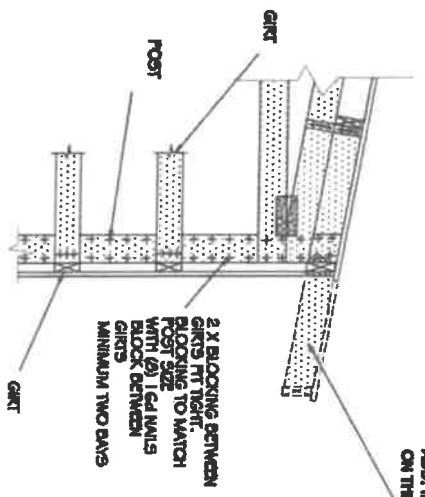
READY BUILT PLAN #2014-01
 PRESCRIPTIVE ROOF TRUSS BUILDING
 50'-0" X 48'-0" E.A.P.
 WIND: 59 MPH REPOSITIVE "P"
 SNOW: 30 YR

BUILDING CODE
 099-C, 2010

Sheet
506



1 TRUSS TO POST CONNECTION DETAIL
507



2 CABLE END WALL TRUSS CONNECTION
507

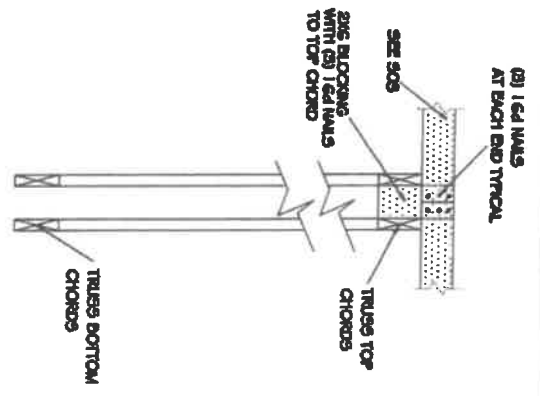
BUILDING CODES DIVISION

1505 INDEPENDENCE AVENUE NW
ALBUQUERQUE, NM 87102
PHONE: 1449
TELE: (505) 375-4133 FAX: (505) 375-6222

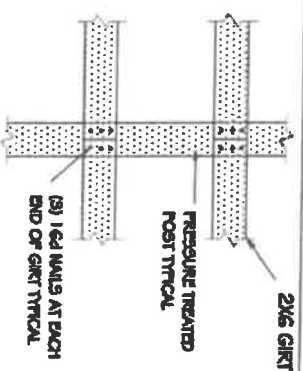
READY BUILD PLAN #2014-01
PERMISSIVE POST TRUSS BUILDING
56'-0" X 48'-0" L x W
WIND: 59 MPH EXPOSURE 'B'
SECT: 30 RW

BUILDING CODES
OS9C-2010

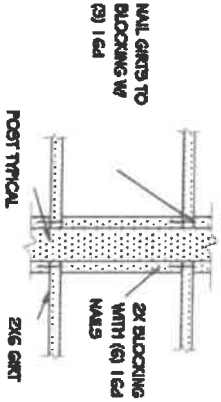
Sheet
S07



1 TYPICAL FURLIN TO TRUSS CONNECTION DETAIL



OPTION WITH COMMERCIAL GIRTS

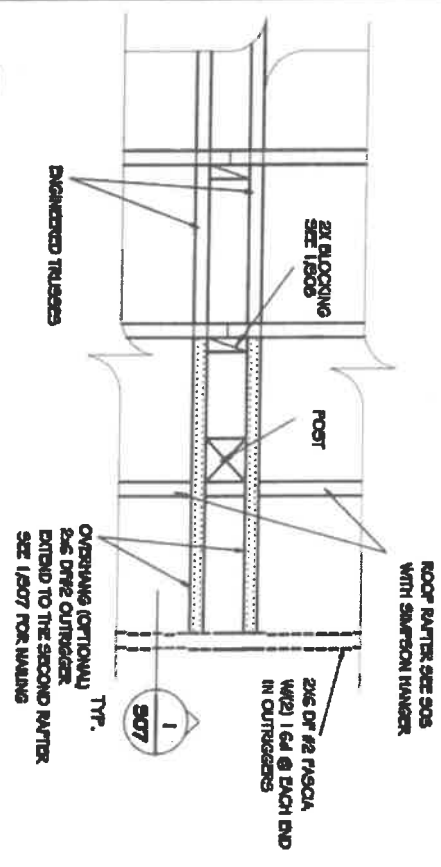


2 GIRTS TO POST CONNECTION DETAIL

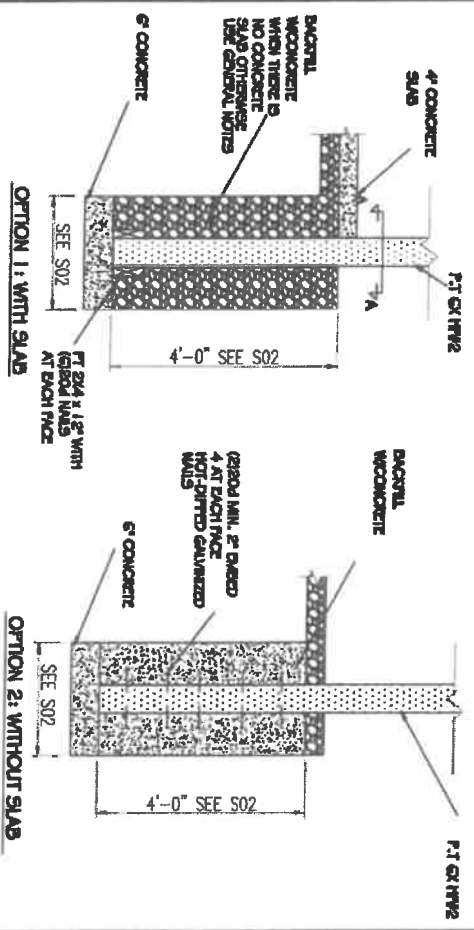
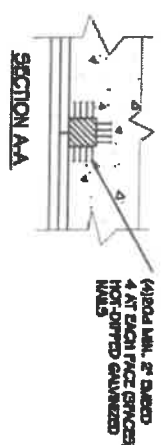
BUILDING CODES DIVISION
 1515 BOWENWAY, OREGON 97116
 503.255.5700 FAX: 503.255.5700

READY BUILD PLAN #2014-01
 PRESERVATIVE POST BEAMS BUILDING
 36'-0" X 66'-0" X 14'-0"
 WIND: 90 MPH EXPOSURE "B"
 RWD: 30 PSF

BUILDING CODE: OSBC 2010
 SHEET: S08



1 OUTRIGGEROVERHANG DETAIL
509



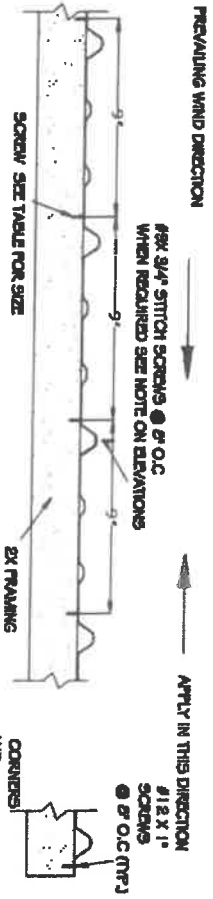
2 FOUNDATION DETAIL
509

BUILDING CODES DIVISION
1535 BROADWAY - SEVENTH FLOOR
MILWAUKEE, WI 53204
POLYMER CONCRETE
TEL: (414) 224-4444 FAX: (414) 224-4444

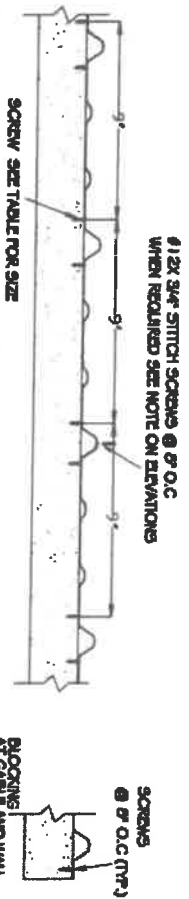
READY BUILD PLAN #2014-01
PRESERVATIVE PORT FRAME BUILDING
36'-0" X 48'-0" X 14'-0"
WINDS: 55 MPH REVERSE 'S'
SNOW: 30 IN

BUILDING CODES
OSGC 2010
S09

- NOTES**
1. ALL ROOF AND SIDE AND GABLE WALL SHEATHING SHALL BE MINIMUM 29 GAUGE WITH R4 PATTERN AT 9" INTERVALS FASTEN METAL SHEATHING TO EACH GRID AND PURLIN AS SHOWN BELOW OR ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS WHICHEVER IS MORE RESTRICTIVE.
 2. BLOCKING IS REQUIRED BETWEEN GRIDS AND PURLINS IN ORDER TO COMPLY WITH SCREW SPACING AT CORNERS AND OPENINGS.
 3. STICH SCREWS MAY BE USED ON SIDE ROOF IF DESIRED OR OTHERWISE REQUIRED BY DESIGN (SEE PLAN 1, BUT NOT NECESSARY IF WALL AND ROOF PANEL LAYS ARE PLACED IN THE DIRECTION OF PREVAILING WIND.



ROOF INTERMEDIATE PURLINS	# 12 X 1" @ 9" O.C.
SIDE WALL INTERMEDIATE GRIDS	# 12 X 1" @ 9" O.C.
GABLE WALL INTERMEDIATE GRIDS	# 12 X 1" @ 9" O.C.



SIDE WALL BAYE AND FLASH BOARD	# 12 X 1-1/2"
GABLE WALL TRUSS TOP CHORD AND FLASH BOARD	# 12 X 1-1/2"
RIDGE	# 12 X 1-1/2"

1 WALL AND ROOF SHEATHING FASTENING DETAIL

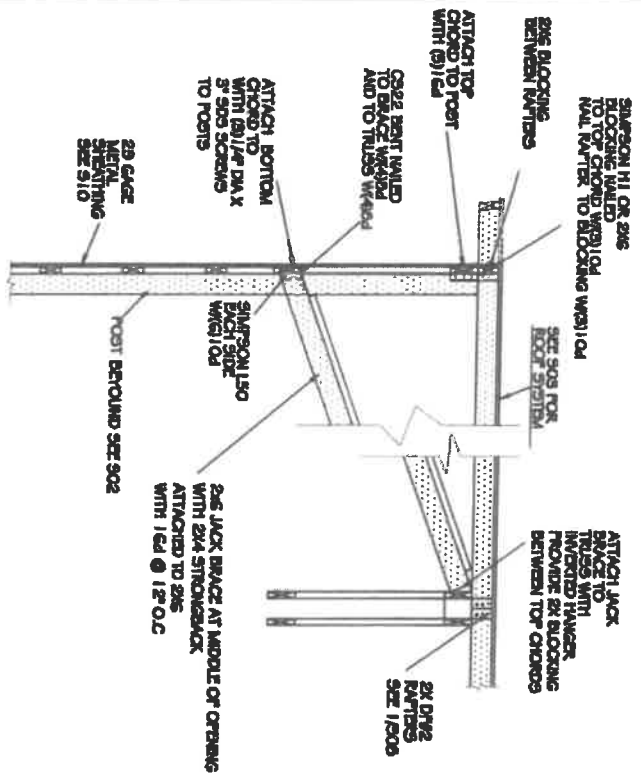
BUILDING CODES DIVISION

1501 BROADWAY, SUITE 2000
 BOSTON, MA 02108
 TEL: (617) 378-4333 FAX: (617) 378-4333

READY BUILT PLAN #2014-01
 RESIDENTIAL PORTLAND BUILDING
 36'-0" X 48'-0" X 14'-0"
 WIND: 55 MPH EXPOSURE "B"
 RWOV: 30 YR

BUILDING CODES
 OSBC-2010

Sheet
S10



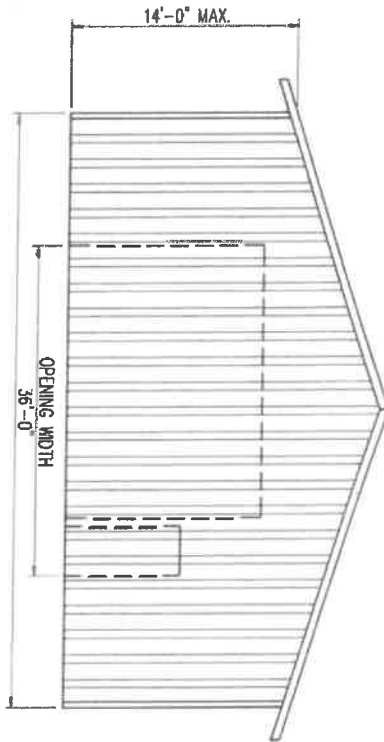
1
S11 GABLE TRUSS OUT OF PLANE BRACING

BUILDING CODES DIVISION
 1501 INDEPENDENCE AVENUE NW
 PALM BEACH, FLORIDA 33409
 TEL: (561) 991-1131 FAX: (561) 991-0222

READY BUILD PLAN #2014-01
 PRESERVATIVE PORT BEAMS BUILDING
 56'-0" X 48'-0" X 14'-0"
 WIND: 95 MPH EXPOSURE "B"
 SNOW: 30 PSF

BUILDING CODE
 OSBC 2010

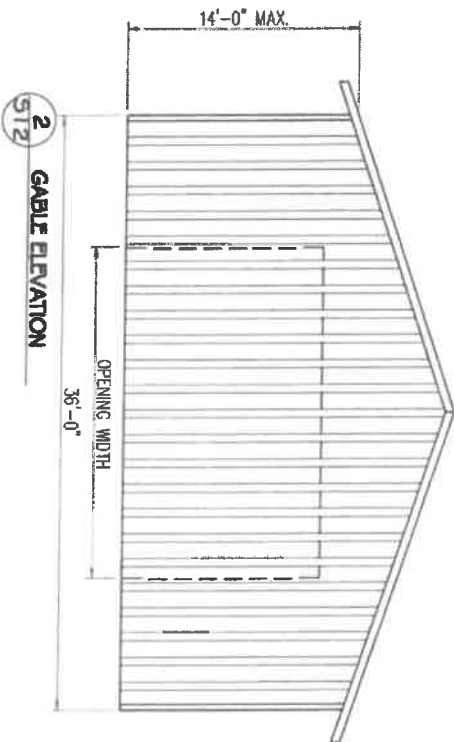
Sheet
S11



1
512 GABLE ELEVATION

PLAN NOTES:

1. MAXIMUM OPENING WIDTH IS 20'-0"
2. SEE 1/311 FOR TRUSS BOTTOM CHORD BRACING FOR OPENING GREATER THAN 14'-0"
3. STITCH WALL PER 310 WHEN OPENING IS EQUAL OR GREATER THAN 16'-0"



2
512 GABLE ELEVATION

BUILDING CODES DIVISION

1501 INNOVATION CENTER
 PALMDALE, CA 93550
 PHONE: (805) 792-1400
 FAX: (805) 792-1133 EMAIL: (805) 792-6622

READY BUILD PLAN #2014-01

RESIDENTIAL PORT TRAILER BUILDINGS
 36'-0" X 48'-0" 14'-0"
 WIND: 35 MPH EXPOSURE "B"
 RADI: 30 PSF

BUILDING CODE

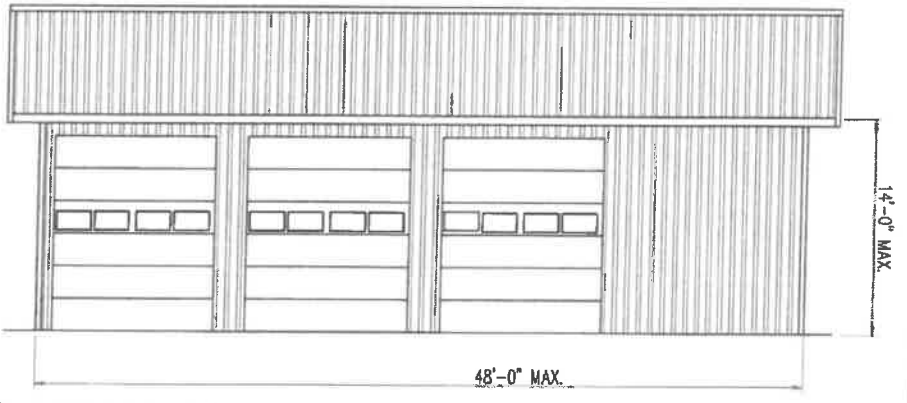
CSBC 2010

Sheet

S12



1 SIDE/EAVE ELEVATION



2 SIDE/EAVE ELEVATION

- PLAN NOTES:**
1. MINIMUM 12'-0" SOLID WALL
 2. (3) 10'-0" WIDE OVERHEAD DOORS OR (2) 10'-0" WIDE OVERHEAD DOORS AND 1 MAN DOOR CAN BE PLACED IN THE EAVE WALL
 3. SITCH WALL FOR S10 WHEN THE SOLID WALL IS 12'-0"

BUILDING CODES DIVISION

1205 BIRCHVALE AVENUE
 SALEM, OR 97301
 PHONE: 503-596-1400
 FAX: 503-596-1415

READY BUILD PLAN #2014-01
 PRESCRIPTIVE PORT TRAILER BUILDINGS
 36'-0" X 48'-0" 14'-0"
 WIND: 94 MPH SECTOR 180-225 °
 SNOW: 30 PSF

BUILDING CODE
 OSBC, 2010

Sheet
S13



Community and Economic Development Department

PLANNING COMMISSION MEETING
NOVEMBER 5, 2018 at 7:00 PM
CITY HALL ANNEX
1140 12TH AVENUE

PUBLIC MEETING CALL TO ORDER AT 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL ATTENDING:

Present: Henry Wolthuis, Greg Stephens, Eva Jurney, Thomas Herb, Lance Gatchell

Absent: Edith Wilcox (*excused*)

STAFF:

Jerry Sorte, Community and Economic Development Director (CEDD)
Angela Clegg, Associate Planner
Lagea Mull, Project Assistant

REGISTERED GUESTS:

Mark Rose, PO Box 1375 Corvallis OR 97339
Patricia J. Weber, 2785 NW Marshall Dr, Corvallis OR 97330
Patsy Rice, PO Box 587, Sweet Home OR 97386
Tim Meyer, 1336 Tamarack St, Sweet Home OR 97386

PUBLIC COMMENT: none

Review and Approval of Minutes: September 4, 2018 and October 15, 2018- POSTPONED

CONTINUED PUBLIC HEARING FOR FILE P18-05 OPENED AT 7:07PM

Chairperson Gatchell provided a summary of the application P18-05;
The applicant is requesting to partition the property located at 980 Mountain View Road, Sweet Home, OR 97386. The property is identified on the Linn County Assessor's Map as 13S01E32CA Tax Lot 4734. Applicant: Mark Rose.

Chairperson Gatchell stated the following;

The applicable substantive criteria are listed in the staff report. Testimony, arguments and evidence must be directed toward the criteria described or other criteria in the plan or land use regulation which the person believes to apply to the decision. Failure to raise an issue accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

Chairperson Gatchell asked the Commissioners if they had any of the below stated in regards to the application;

Personal Bias: None
Conflict of Interest: None
Exparte Information: None

Staff Report: Associate Planner, Angela Clegg explained the partition request, staff report, and background of the property. She then reviewed approval criteria that are applicable to the partition request, as well as the staff findings, and application. CEDD Sorte inquired if the Commission needed a new application due to the significant changes made to the current application.

Comments/Questions:

They deemed revisions were made at the Commission's request. No new application needed. Commissioner Stephen's asked for clarification on parcel 3's potential to be divided per the new map. Associate Planner Clegg confirmed the parcel 3 would no longer be able to be split.

Chairperson Gatchell asked the applicant to speak to the request.

Applicant: Mark Rose, PO Box 1375 Corvallis OR 97339 accompanied by his planner Patricia Weber, 2785 NW Marshall Dr., Corvallis OR 97330. There were new drawings submitted which reflect the most current size & layout of parcels. These adhere to state regulations for fire turn-arounds. They have not received a response from the Sweet Home Fire Chief.

Comment/Questions: On parcel 2 where would the house be located? The home will be in the same place as on the original map. How steep is the driveway? This is relatively flat, just a small incline. What are the plans for the ravine? The applicant will be staying out of the ravine.

Testimony in Favor: None

Testimony in Opposition: None

Neutral Testimony: None

Rebuttal: None

PUBLIC HEARING CLOSED AT 7:26PM

Deliberations: The general consensus was that all were in favor of this application.

Motion: Commissioner Journey moved to approve application P 18-03; which includes: adopting the findings of fact and conditions listed in the staff report.

Second: Commissioner Wolthuis

Question was called

Aye (5)

Commissioner Journey, Commissioner Herb, Commissioner Wolthuis, Commissioner Stephens, Chairperson Gatchell

Nay (0)

Absent (1) Commissioner Wilcox

Motion Passed 5 Ayes to 0 Nays

PUBLIC HEARING FOR FILE VR18-07 OPENED AT 7:39PM

Chairperson Gatchell provided a summary of the application VR18-07;

The applicant is requesting a variance to the permitted size of an accessory structure in order to build a 1,728 square foot shop building. The property is located at 203 5th Avenue, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E31CD Tax Lot 700. Applicant: James Pickett.

Chairperson Gatchell stated the following;

The applicable substantive criteria are listed in the staff report. Testimony, arguments and evidence must be directed toward the criteria described or other criteria in the plan or land use regulation which the person believes to apply to the decision. Failure to raise an issue accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

Staff Report:

Associate Planner Clegg explained the Land Use request, staff report, and background of the property. She then reviewed approval criteria that are applicable to the variance request, as well as the staff findings, and application. Based on the findings presented in the staff report, staff recommends approval of application VR 18-07 with the Conditions of Approval listed in Section IV of the staff report. She recommended that the Planning Commission hear testimony and make a decision on this matter. She also asked that the Planning Commission specify the appeal period and direct staff to prepare an order for signature of the Commission Chair. She then asked if there were any questions of staff.

Concerns/Questions: Commissioner Wolthuis shared history of area. Commissioner Herb questioned the location of the swamp which needs to be answer by the applicant. CEDD Sorte stated there are several options in handling the drainage. Commissioner Journey inquired who owns the swale with CEDD Sorte responding Oak Heights School does.

Personal Bias: None

Conflict of Interest: None

Exparte Information: None

Chairperson Gatchell asked the applicant to speak to the request.

Applicant: James Pickett, 203 5th Avenue, Sweet Home, OR 97386 stated there is a culvert in his front yard where the utters from his home drain. There is the possibility the shop runoff could utilize this for drainage. Mr. Pickett also stated his water & sewer come off 7th Avenue not 5th Avenue.

Comment/Questions:

- Why is the shop larger than code? – To store his RV & old cars.
- Will this be used for a business? – No, personal use only.
- Is there an alternative if the variance is denied? – Yes, the applicant is open to building a smaller shop.
- What type of siding will be used on shop? – Metal siding on a Pole Barn style shop.
- Why did you choose that location for this building? – This is the flattest area with the most access and the farthest distance from the 5th Avenue neighbors. The applicant is open to moving the building to another location.

- Would halfway between 850 sq ft - 1700 sq ft be the minimum shop size that could meet the applicant's needs? Yes
- What is the building's height? 20', needs at least 14' door to fit RV.

Testimony in Favor: None

Testimony in Opposition: None

Neutral Testimony: None

PUBLIC HEARING CLOSED AT 7:57PM

Deliberations:

Commissioner Journey- appreciates applicant's willingness to work with the commission although she is unaware how they can work with him because the standard is 864 sq ft and this a personal preference. There is nothing about the property that requires is a 1700 sq ft building. The commission needs to be aware that if this request is approved then it will affect the city as a whole. There are no criteria for granting on personal preferences.

Commissioner Stephens- Due to the size of the property & the location next to the school, he does not have a problem with the size of the shop

Chairperson Gatchell- There is not an issue with the lot that requires the variance. He knows the commission has been asked by City Council and others to be careful about granting variances because people want them. Not because they are required. He cannot support the request. This could create a precedent.

Commissioner Wolthuis- The property has a large degree of isolation, whatever he would choose to build there, will probably not impact any other property in the neighborhood. He would grant his request.

Commissioner Herb- He does not see a problem with the request. He recommends the applicant choose a type of siding besides metal due to his personal preference and the potential of added sound caused by school children's play items hitting the building. Also one large roof is better than three roofs

Motion: Commissioner Herb moved to approve application VR18-07; which includes: adopting the findings of fact and conditions listed in the staff report.

Second: Commissioner Wolthuis

Question was called

Aye (3) Commissioner Herb, Commissioner Wolthuis, Commissioner Stephens

Nay (2) Chairperson Gatchell & Commissioner Journey

Absent (1) Commissioner Wilcox

Motion Passed 3 Ayes to 2 Nays

PUBLIC HEARING FOR FILE VR18-08 OPENED AT 8:07PM

Chairperson Gatchell provided a summary of the application VR18-08; The applicant is requesting a variance to the Natural Resource Corridor setback from 75 feet to 50 adjacent to the South Santiam River in order to construct a single family dwelling and associated

development. The property is located at 1720 9th Avenue, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E31BA Tax Lot 1201. Applicant: Patsy A Rice. Chairperson Gatchell stated the following; The applicable substantive criteria are listed in the staff report. Testimony, arguments and evidence must be directed toward the criteria described or other criteria in the plan or land use regulation which the person believes to apply to the decision. Failure to raise an issue accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

Personal Bias: None

Conflict of Interest: None

Exparte Information: None

Staff Report:

Associate Planner Clegg explained the Land Use request, staff report, and background of the property. She then reviewed approval criteria that are applicable to the variance request, as well as the staff findings, and application. Based on the findings presented in the staff report, staff recommends approval of application VR 18-08 with the Conditions of Approval listed in Section IV of the staff report. She recommended that the Planning Commission hear testimony and make a decision on this matter. She also asked that the Planning Commission specify the appeal period and direct staff to prepare an order for signature of the Commission Chair. She then asked if there were any questions of staff.

Concerns/Questions: Chairperson Gatchell confirmed the concrete slab's location is due to the county's 50' riparian setback which makes it a pre-existing condition. CEDD Sorte clarified the garage would be an alteration to the corridor because the garage also requires the setback variance and the turnaround gravel area as well. These items could go through the mitigation process according to the municipal codes because they are a non-riparian use. Commissioner Journey was informed the Community and Economic Development Department would monitor the mitigation during the development process. Associate Planner Clegg shared first hand insight on the layout of the parcel. Chairperson Gatchell expressed concern about the South Santiam being critical habitat for an endangered species. He inquired if the city's setback of 75' was in compliance with the Endangered Species Act regulatory agencies? CEDD Sorte stated during development other agencies would have a chance to review any other permits required. Commissioner Herb is requesting input on the proper disposal of drainage from the rooftop & patio.

Chairperson Gatchell asked the applicant to speak to the request.

Applicant: Patsy Rice 43800 Wiley Creek & Tim Meyer 1336 Tamarack St, Sweet Home. Mr. Meyer stated the first 8' portion will be patio. The setback would be at 60' with the first 8' being a patio. Ms. Rice would comply with all guidelines in regards to her stick-built home. Commissioner Journey asked if the current slab still serviceable. The documentation shows all prior work was permitted in 2005. The building department will review all work.

Testimony in Favor: None

Testimony in Opposition: None

Neutral Testimony: None

PUBLIC HEARING CLOSED AT 8:25PM

Deliberations:

Commissioner Herb- Has walked the property. He sees nothing wrong with the proposal as long as the drainage is watched.

Commissioner Wolthuis- Make sure the slab is buildable condition. He has no problem with this proposal.

Chairperson Gatchell- only concern is compliance with the Endangered Species Act. Those notes will be added to the approval.

Commissioner Stephen- This the only spot on the whole site. He is certain the building department will ensure the slab is serviceable.

Commissioner Journey- She does not have a problem with proposal now that her concerns of the management of natural resources have been clarified.

Motion: Commissioner Herb moved to approve application VR18-08; which includes: adopting the findings of fact and conditions listed in the staff report. With the stipulations the applicant shall leave all native vegetation in the Natural Resource Corridor intact and the National Marine Fisheries Service shall be consulted regarding the Endangered Species Act requirements prior to issuing building permits.

Second: Commissioner Stephens

Question was called

Aye (5) Commissioner Herb, Commissioner Wolthuis, Commissioner Stephens, Chairperson Gatchell & Commissioner Journey

Nay (0)

Absent (1) Commissioner Wilcox

Motion Passed 5 Ayes to 0 Nays

PUBLIC HEARING FOR FILE CU17-07 OPENED AT 8:35PM

Chairperson Gatchell provided a summary of the application CU17-07; City of Sweet Home Wastewater Expansion. The property is located at 1357-1359 Pleasant Valley Road, Sweet Home, OR 97836; Identified on the Linn County Assessor's Map as 13S01E31BB Tax Lots 600, 1501, 1502; and 13S01E31BA Tax Lots 1100 and 1300.

Staff Report: CEDD Sorte explained the Land Use request, staff report, and background of the property. He requested an extension until December 18, 2022 which should be adequate time for that facility to be substantially established.

Motion: Commissioner Wolthuis moved to approve the request by the city. We will grant the extension of CU17-07; which would require the facility to be substantially established by December 18, 2022.

Second: Commissioner Stephens

Question was called

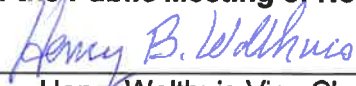
Aye (5) Commissioner Herb, Commissioner Wolthuis, Commissioner Stephens, Chairperson Gatchell & Commissioner Journey

Nay (0)

Absent (1) Commissioner Wilcox

Motion Passed 5 Ayes to 0 Nays

To the best of the recollection of the members of the Planning Commission, the foregoing is a true copy of the proceedings of the Public Meeting of November 5, 2018.



Henry Wolthuis Vice Chairperson
Sweet Home Planning Commission

Respectfully submitted by: Lagea Mull, Project Assistant

RECEIVED
12.20.18

Attachment E

12-20-2018

I own the property at 140 7th Ave
SweetHome OR 97386. I do not want a
big shop built behind my home.

When I bought my home there were
tree's and turkey's here every day. I was
Looking for a special place for my special
need's family. I think that such a large
shop would Devalue my property and
Deminish my priviccy firther. If it is
realy a personel shop, It should not
be bigger than the code ~~allows~~^{PTM} allows.

Thank you

Peggy Inez McGinty
Peggy 3 McGinty



Community and Economic Development Department

**OFFICIAL NOTICE OF A PLANNING COMMISSION DECISION
ON A LAND USE APPLICATION**

PLANNING COMMISSION ORDER OF CONDITIONAL APPROVAL

I. REQUEST SUMMARY: The applicant is requesting a variance in order to build a 1,728 square foot shop building. In the Residential Low-Density (R-1) Zone the maximum floor area for an accessory structure is 864 square feet. [SHMC 17.08.030(D)].

The subject property is located in the Residential Low-Density (R-1) Zone.

APPLICANT: James Pickett

PROPERTY OWNER: James Pickett

FILE NUMBER(S): VR 18-07

PROPERTIES: 203 5th Avenue, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E31CD Tax Lot 700.

REVIEW AND DECISION CRITERIA: Sweet Home Municipal Code (SHMC) Sections 17.88.040, 17.88.050, 17.08.030(D)

STAFF CONTACT: Angela Clegg. Phone: (541) 367-8113; Email: aclegg@sweethomeor.gov

II. PUBLIC HEARING: The Sweet Home Planning Commission held a public hearing on November 5, 2018. At the hearing the Planning Commission reviewed application VR 18-07. The Planning Commission received testimony and deliberated on this matter at their November 5, 2018 meeting, and passed a motion to approve the application. That motion of approval specified a 12-day appeal period. Specific conditions of approval were required, and are listed in Section IV of this Order.

III. FINDINGS OF FACT: The Planning Commission provided an opportunity for testimony at the November 5, 2018 public hearing. The Planning Commission considered the information in the record, testimony at the public hearing, and the Findings of Fact listed in the Staff Report presented to the Planning Commission prior to the November 5, 2018 public hearing. The Planning Commission adopted the Findings of Fact listed in Section III of the Staff Report dated October 29, 2018, and those are included as Exhibit A to this Order. At their meeting, the Planning Commission discussed the minimum size requirements for an accessory structure [SHMC 17.88.040]. The applicant stated that he was willing to reduce the size of his proposed accessory structure if the commissioners requested it. The Planning Commission passed the Variance as proposed in the application by a 3-2 vote in favor of the Variance. The required condition is included in Section IV.

IV. DECISION: Approved with Conditions. Based on the findings referenced in Section III of this order, the Planning Commission finds that the proposal described in VR 18-07 complies with the Findings of Fact listed in the Section III of the Staff Report. The Sweet Home Planning Commission hereby approves application VR 18-07. The approval shall be subject to the following condition of approval:

Condition of Approval:

1. Drainage runoff shall be contained on site without flowing directly downslope to the east neighbors or the school grounds.

PLANNING COMMISSION DECISION: November 5, 2018

DECISION MAILED: November 19, 2018.

APPEAL DEADLINE: December 3, 2018.

A variance shall be void one year, after the date of the Planning Commission approval if the development has not been substantially established within that time period.



Lance Gatchell, Planning Commission Chair

11/19/2018

Date



Jerry Sorte, Community and Economic Development Director

11/19/18

Date

APPEAL: This decision can be appealed. The decision made by the Planning Commission is final unless written appeal from an aggrieved party is received by the City of Sweet Home no later than the appeal deadline listed above (12 days from the mailing of this decision). All appeals must be filed with the appropriate fee and documentation and submitted to: City of Sweet Home Community and Economic Development Department, 1140 12th Ave, Sweet Home, OR 97386. The City Council will hold a public hearing on the request upon appeal. If you would like any information concerning filing of an appeal, please contact the Planning Office at (541) 367-8113.

Failure of an issue to be raised in a hearing, in person or by letter, or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

A copy of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and a copy will be provided at reasonable cost. A copy of the Staff Report and all documentation included in the record for the file are available for inspection at no cost and a copy will be provided at reasonable cost at the City of Sweet Home Community and Economic Development Department, 1140 12th Ave, Sweet Home, OR 97386; (541) 367-8113.

Exhibit A to Order of Conditional Approval for VR 18-07

Findings of Fact Presented in Sections III of the Staff Report presented to the Planning Commission for VR 18-07. The review and decision criteria for a variance are listed below in bold. Findings and analysis are provided under each review and decision criterion.

- A. A determination that the criteria have been met involves the balancing of competing and conflicting interests. The following considerations may be used as guidelines in the granting authority's deliberations.**
- a. Whether the situation that created a need for a variance was created by the person requesting the variance;**
 - b. The economic impact upon the person requesting the variance if the request is denied;**
 - c. An analysis of the physical impacts the development could have, such as visual, noise, traffic, and increased potential for drainage, erosion or landslide hazards;**
 - d. Preservation of native tree species such as Oregon White Oak and Pacific Madrone over eight inches in caliper or Douglas Fir, Willamette Valley Ponderosa Pine, Big Leaf Maple, Incense and Western Red Cedar over 12 inches in caliper, measured at four and one-half feet above grade on the uphill side;**
 - e. Whether the proposal impacts the aesthetics of the property. [SHMC 17.88.050(A through E)]**

Staff Findings: The criteria for a variance are listed in Subsection B below. The above section of the SHMC provides a list of considerations that may be used when evaluating each of the criteria.

- B. The criteria that shall be used in approving, approving with conditions, or denying a requested variance will be based on findings with respect to compliance with each of the following criteria, if applicable.**
- a. The development resulting from an approved variance will not be detrimental to public health or safety; [SHMC 17.88.040(A)]**

Staff Findings: Staff has not identified any reasons why the applicant's proposed shop would be detrimental to public health or safety. Use would be those permitted in the R-1 zone. The application complies with this criterion.

- a. The development resulting from an approved variance will not be detrimental to public health or safety; [SHMC 17.88.040(A)]**

Staff Findings: Staff has not identified any reasons why the applicant's proposed shop would be detrimental to public health or safety. Use would be those permitted in the R-1 zone. The application complies with this criterion.

- b. The request is not in conflict with the Comprehensive Plan; [SHMC 17.88.040(B)]**

Staff Findings: Staff has not identified any goals or policies of the Comprehensive Plan that would preclude the proposed variance.

- c. The request is the minimum variance necessary to make reasonable use of the property; [SHMC 17.88.040(C)]**

Staff Findings: As depicted on the applicant's plot plans, the proposed shop is within setbacks and complies with the lot coverage of the R-1 zone. Regardless of the side and rear yard requirements of the zone, an accessory structure, excluding detached accessory dwellings, may be built to within five feet of side or rear lot line; provided, the structure is more than 70 feet from

the street abutting the front yard and 20 feet from the street abutting the street side yard. [SHMC 17.24.050(F)]. The proposed shop would be located 15 feet from the rear property line and 5 feet from the side property line. The application complies with this criterion.

d. The requested variance is consistent with the purposes of the zone; [SHMC 17.88.040(D)]

i. The purpose of the R-3 zone is to provide areas suitable and desirable for single-family homes, duplexes on corner lots, condominiums, town houses and appropriate community facilities. [SHMC 17.30.010]

Staff Findings: Staff finds that the proposed shop is consistent with the purposes of the R-1 zone. The shop building would be an accessory to the existing single family dwelling located on the subject property. The application complies with this criterion.

e. If more than one variance is requested or needed, the cumulative effect of the variances will result in a project that remains consistent with the purposes of the zone; [SHMC 17.88.040(E)]

Staff Findings: The applicant is not requesting more than one variance. The application complies with this criterion.

f. Identified negative impacts resulting from the variance can be mitigated to the extent practical; [SHMC 17.88.040(F)]

Staff Findings: The Engineering Division recommends that drainage runoff be contained on site without flowing directly downslope to the east neighbors or the school grounds. The school may allow drainage from the perimeter properties to flow into the existing swale. Staff recommends this condition in order to ensure that drainage runoff does not affect the school or neighboring properties. The application complies with this criterion.

g. The location, size, design characteristics and other features of the proposal shall have minimal adverse impacts on property values, livability of the permitted development in the surrounding area, and the natural environment; [SHMC 17.88.040(G)]

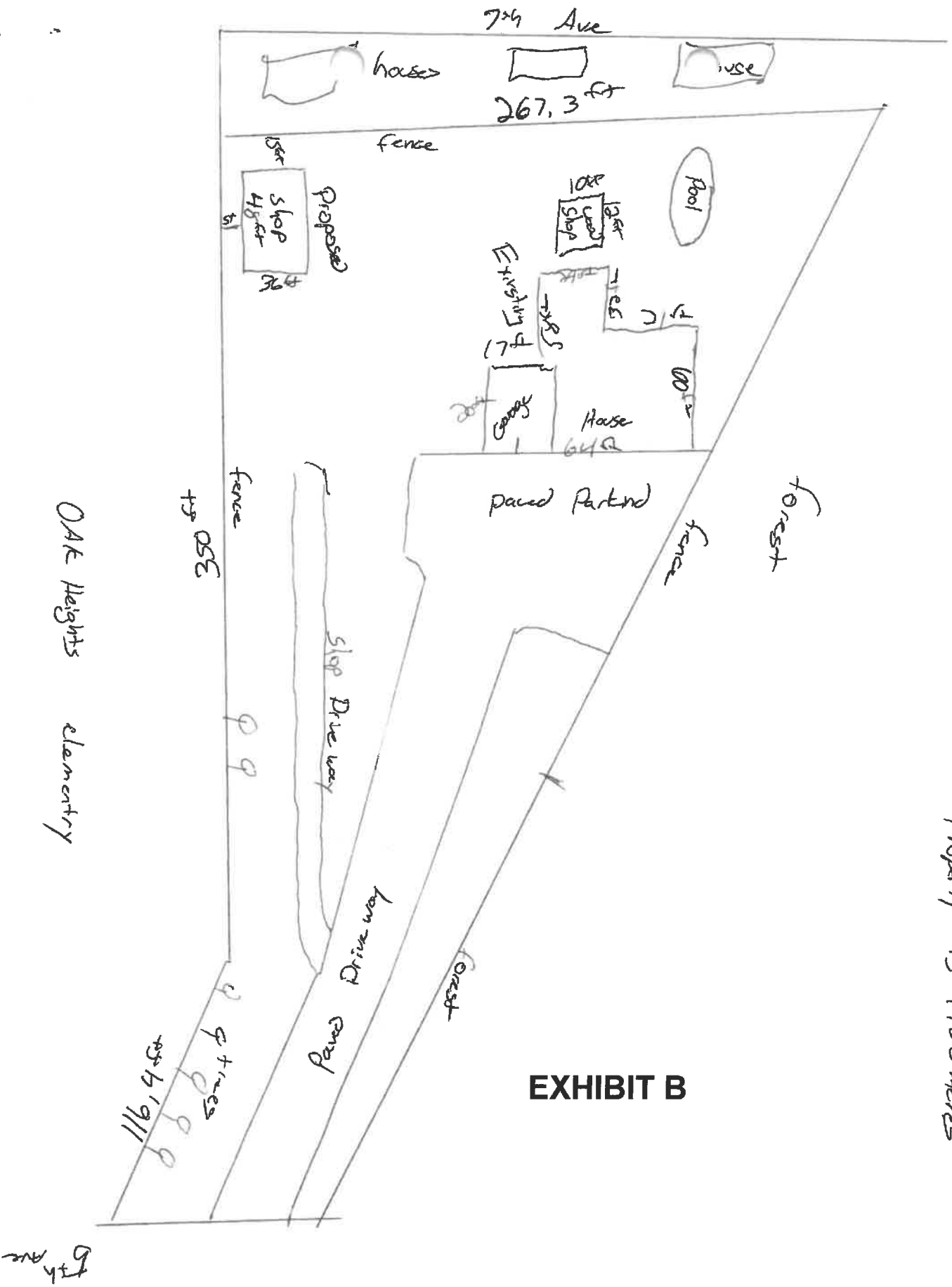
Staff Findings: Staff has not identified any significant adverse impacts on property values, neighborhood livability, and the natural environment that would result from construction of the proposed shop. The application complies with this criterion.

h. The property has a physical circumstance or condition that makes it difficult to develop. The request complies with the requirements of the underlying zone or overlay zone, city codes, state and federal laws. [SHMC 17.88.040(H)]

Staff Findings: Staff has not identified any physical circumstances or condition that would make the proposed shop difficult to develop. The application complies with this criterion.

C. A variance shall be void one year, or other time specifically set by the Planning Commission, after the date of the Planning Commission approval if the development has not been substantially established within that time period. [SHMC 17.88.060]

Staff Findings: As required under this section, if this application is approved, the variance shall be void one (1) year after the date of the Planning Commission approval if the use has not been substantially established, as defined under SHMC 17.88.060, within that time period.



House with garage is 3,800 sq ft
 Property is 1.55 acres



 Community and Economic Development Department

City of Sweet Home
 1140 12th Avenue
 Sweet Home, OR 97386
 541-367-8113
 Fax 541-367-5113
 www.ci.sweet-home.or.us

Staff Report Presented to the Planning Commission

REQUEST: The applicant is requesting a variance in order to build a 1,728 square foot shop building. In the Residential Low-Density (R-1) Zone the maximum floor area for an accessory structure is 864 square feet. [SHMC 17.08.030(D)].

The subject property is located in the Residential Low-Density (R-1) Zone.

APPLICANT: James Pickett

PROPERTY OWNER: James Pickett

FILE NUMBER(S): VR 18-07

PROPERTIES: 203 5th Avenue, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E31CD Tax Lot 700.

REVIEW AND

DECISION CRITERIA: Sweet Home Municipal Code (SHMC) Sections 17.88.040, 17.88.050, 17.08.030(D)

HEARING DATE & TIME: November 5, 2018 at 7:00 PM

HEARING LOCATION: City Hall Annex, Council Chambers behind City Hall at 1140 12th Avenue, Sweet Home, Oregon

STAFF CONTACT: Angela Clegg. Phone: (541) 367-8113; Email: aclegg@sweethomeor.gov

REPORT DATE: October 29, 2018

I. PROJECT AND PROPERTY DESCRIPTION

The applicant is requesting a variance in order to build a 1,728 square foot personal shop. In the Residential Low-Density (R-1) Zone the maximum floor area for an accessory structure is 864 square feet.

SHMC 17.08.030(D) requires: An accessory structure shall be detached from all other buildings by at least six feet. Accessory structures shall have a maximum floor area of 864 square feet.

ZONING AND COMPREHENSIVE PLAN DESIGNATIONS:

Property	Zoning Designation	Comprehensive Plan Designation
Subject Property	Residential Low-Density (R-1)	Low Density Residential
Property North	Residential Low-Density (R-1)	Public
Property East	Residential Low-Density (R-1)	Medium Density Residential

Property South	Residential Low-Density (R-1)	Medium Density Residential
Property West	Residential Low-Density (R-1)	Medium Density Residential

Floodplain Based on a review of the FEMA FIRM Maps; Panel 41043C0913G dated September 29, 2010, the subject property is not located in the 100-year floodplain.

Wetlands: The subject property does not contain wetlands that are inventoried on the Sweet Home Local Wetlands Inventory or the National Wetlands Inventory (NWI) Map.

Access: The subject property has frontage along 5th Avenue.

Services: The subject property has access to city water and sewer.

Street: 5th Avenue is a local street and has a 50 foot right-of-way.

TIMELINES AND HEARING NOTICE:

Application Received: October 3, 2018

Application Deemed Complete: October 8, 2018

Notice Distributed to Neighboring Property Owners Within 100 feet and Service Agencies: October 16, 2018

Notice Published in New Era Newspaper: October 22, 2018

Date of Planning Commission Hearing: November 5, 2018

120-Day Processing Deadline: January 31, 2019

II. COMMENTS

Engineering Division: **Project & Location:**
 Request VR 18-07 is for a Variance to build a 1,728 SqFt shop building at 203 5th Avenue, 13S01E31CD-700. Construction will be 15ft from the east, and 5ft from the north property lines. The property has a paved driveway access to the public frontage to 5th Ave to the west, which has 12ft of AC pavement, shallow grass swale drainage, and a 50ft wide right-of-way.

Streets & Stormwater:
 The property naturally grades and slopes to the north, with all drainage running appearing to run onto the adjacent school property, or the properties on 7th Ave. A drainage swale system on the school property used to run northerly along the property lines of the adjacent properties, and may still be there.

Water & Sanitary:
 The property is served by sewer with the main line in the back yards under the common line between the school grounds and the

backyards off 7th Ave. The city has an easement on the west property line by public utility placement, with a width generally 12ft centered on the property line so that 6 ft would be on either side. The proposed structure would not encroach into the easement. The water service is from 7th Ave , with the line running between two driveways of adjacent properties.

Comments & Recommendations:

Engineering Division would recommend that drainage runoff be contained on site without flowing directly downslope to the east neighbors or the school grounds. The school may allow drainage from the perimeter properties to flow into the existing swale.

-Joseph Graybill, PE, City of Sweet Home

Building Division: The Building Program has no issues with this variance request.

OR Dept. State Lands It is unlikely there are wetlands in that corner of the tax lot where the shop is proposed to be built.
-Lauren Brown, Wetland Ecologist

III. REVIEW AND DECISION CRITERIA

The review and decision criteria for a variance are listed below in bold. Findings and analysis are provided under each review and decision criterion.

- A. A determination that the criteria have been met involves the balancing of competing and conflicting interests. The following considerations may be used as guidelines in the granting authority's deliberations. [SHMC 17.88.050(A-E)]**
- a. Whether the situation that created a need for a variance was created by the person requesting the variance;**
 - b. The economic impact upon the person requesting the variance if the request is denied;**
 - c. An analysis of the physical impacts the development could have, such as visual, noise, traffic, and increased potential for drainage, erosion or landslide hazards;**
 - d. Preservation of native tree species such as Oregon White Oak and Pacific Madrone over eight inches in caliper or Douglas Fir, Willamette Valley Ponderosa Pine, Big Leaf Maple, Incense and Western Red Cedar over 12 inches in caliper, measured at four and one-half feet above grade on the uphill side;**
 - e. Whether the proposal impacts the aesthetics of the property.**

Staff Findings: The criteria for a variance are listed in Subsection B below. The above section of the SHMC provides a list of considerations that may be used when evaluating each of the criteria.

- B. The criteria that shall be used in approving, approving with conditions, or denying a requested variance will be based on findings with respect to compliance with each of the following criteria, if applicable.**

- a. The development resulting from an approved variance will not be detrimental to public health or safety; [SHMC 17.88.040(A)]**

Staff Findings: Staff has not identified any reasons why the applicant's proposed shop would be detrimental to public health or safety. Use would be those permitted in the R-1 zone.

The application complies with this criterion.

- b. The request is not in conflict with the Comprehensive Plan; [SHMC 17.88.040(B)]**

Staff Findings: Staff has not identified any goals or policies of the Comprehensive Plan that would preclude the proposed variance.

- c. The request is the minimum variance necessary to make reasonable use of the property; [SHMC 17.88.040(C)]**

Staff Findings: As depicted on the applicant's plot plans, the proposed shop is within setbacks and complies with the lot coverage of the R-1 zone. Regardless of the side and rear yard requirements of the zone, an accessory structure, excluding detached accessory dwellings, may be built to within five feet of side or rear lot line; provided, the structure is more than 70 feet from the street abutting the front yard and 20 feet from the street abutting the street side yard. [SHMC 17.24.050(F)]. The proposed shop would be located 15 feet from the rear property line and 5 feet from the side property line.

The application complies with this criterion.

- d. The requested variance is consistent with the purposes of the zone; [SHMC 17.88.040(D)]**

- i. The purpose of the R-1 zone is to provide areas suitable and desirable for single-family homes, associated public service uses and duplexes on corner lots. The R-1 zone is most appropriate in areas which have developed or will develop with single-family homes at a density which warrants provision of public water and sewer facilities. [SHMC 17.24.010]**

Staff Findings: Staff finds that the proposed shop is consistent with the purposes of the R-1 zone. The shop building would be an accessory to the existing single family dwelling located on the subject property.

The application complies with this criterion.

- e. If more than one variance is requested or needed, the cumulative effect of the variances will result in a project that remains consistent with the purposes of the zone; [SHMC 17.88.040(E)]**

Staff Findings: The applicant is not requesting more than one variance.

The application complies with this criterion.

- f. Identified negative impacts resulting from the variance can be mitigated to the extent practical; [SHMC 17.88.040(F)]**

Staff Findings: The Engineering Division recommends that drainage runoff be contained on site without flowing directly downslope to the east neighbors or the school grounds. The school may allow drainage from the perimeter properties to flow into the existing swale. Staff recommends this condition in order to ensure that drainage runoff does not affect the school or neighboring properties.

The application complies with this criterion.

- g. The location, size, design characteristics and other features of the proposal shall have minimal adverse impacts on property values, livability of the permitted development in the surrounding area, and the natural environment; [SHMC 17.88.040(G)]**

Staff Findings: Staff has not identified any significant adverse impacts on property values, neighborhood livability, and the natural environment that would result from construction of the proposed shop.

The application complies with this criterion.

- h. The property has a physical circumstance or condition that makes it difficult to develop. The request complies with the requirements of the underlying zone or overlay zone, city codes, state and federal laws. [SHMC 17.88.040(H)]**

Staff Findings: Staff has not identified any physical circumstances or condition that would make the proposed shop difficult to develop.

The application complies with this criterion.

- C. A variance shall be void one year, or other time specifically set by the Planning Commission, after the date of the Planning Commission approval if the development has not been substantially established within that time period. [SHMC 17.88.060]**

Staff Findings: As required under this section, if this application is approved, the variance shall be void one (1) year after the date of the Planning Commission approval if the use has not been substantially established, as defined under SHMC 17.88.060, within that time period.

IV. PLANNING COMMISSION ACTION

The Planning Commission will hold a public hearing at which it may either approve or deny the application(s). If the application is denied, the action must be based on the applicable review and decision criteria.

Appeal Period: Staff recommends that the Planning Commission's decision on this matter be subject to a 12-day appeal period from the date that the notice of decision is mailed.

Order: After the Planning Commission makes a decision, staff recommends that the Planning Commission direct staff to prepare an order that is signed by the Chairperson of the Planning Commission. The Order would memorialize the decision and provide the official list of conditions (if any) that apply to the approval; if the application is approved.

Conditions of Approval: If approved, the Planning Commission may impose conditions of approval. As discussed in Section III above, staff recommends the following condition:

1. Drainage runoff be contained on site without flowing directly downslope to the east neighbors or the school grounds.

Motion:

After opening the public hearing and receiving testimony, the Planning Commission's options include the following:

1. Move to approve application VR 18-07 and thereby permit the variance proposed at 203 5th Avenue; adopting the findings of fact listed in Section III of the staff report condition of approval, the setting of a 12-day appeal period from the date of the mailing of the

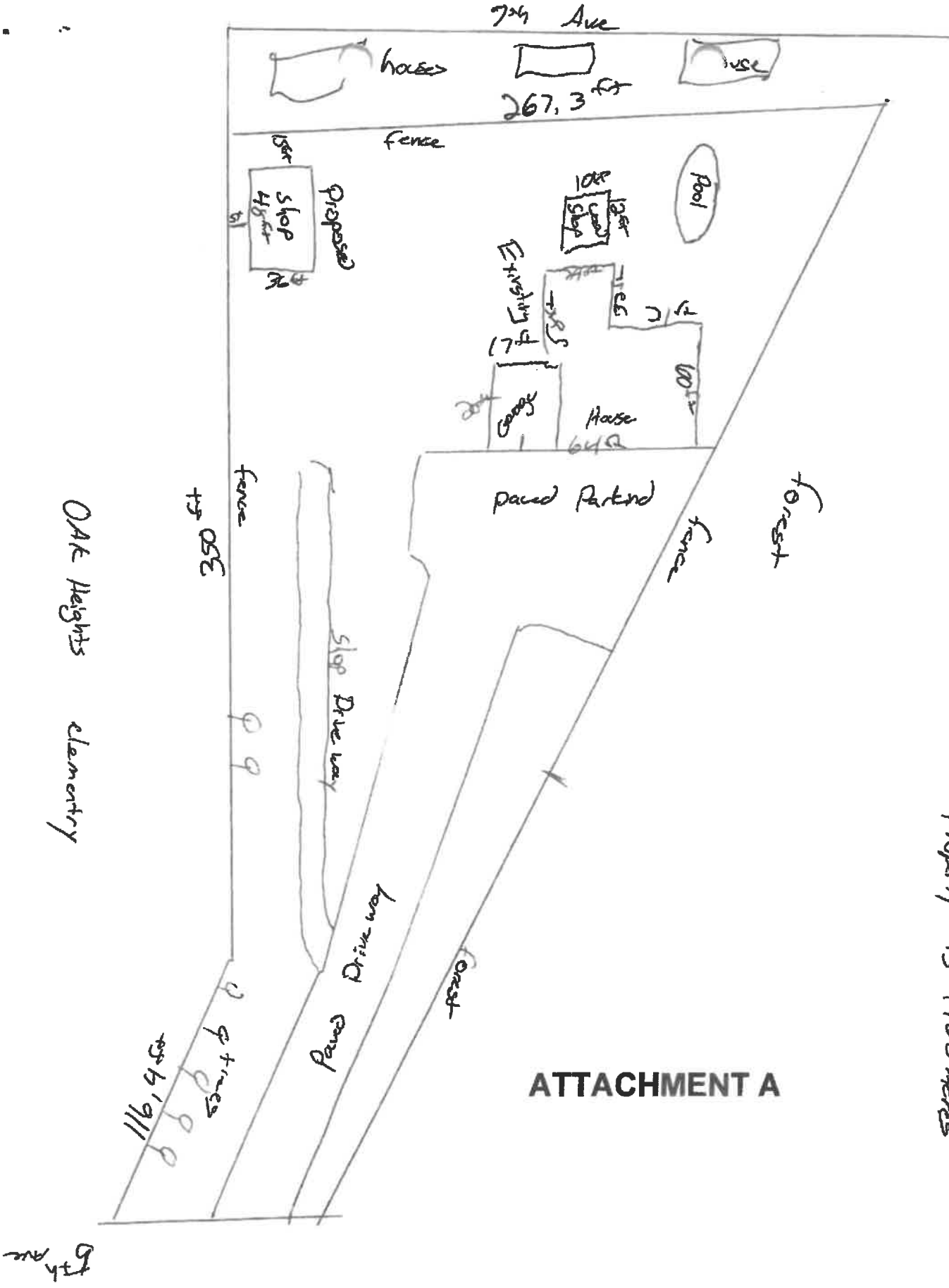
decision, and hereby direct staff to prepare an order to be signed by the Chair to memorialize this decision.

2. Move to deny application VR 18-07 and thereby deny the request for variances proposed at 203 5th Avenue; adopting the following findings (specify), the setting of a 12-day appeal period from the date of the mailing of the decision, and hereby direct staff to prepare an order to be signed by the Chair to memorialize this decision.
3. Move to continue the public hearing to a date and time certain (specify); or
4. Other.

VII. ATTACHMENTS

- A - Proposed Variance Plot Plan for 203 5th Avenue
- B - Aerial Property Map of 203 5th Avenue
- C - Application

The full record is available for review at the City of Sweet Home Community and Economic Development Department Office located at City Hall, 1140 12th Ave, Sweet Home, Oregon 97386. Regular business hours are between 7:00 AM and 4:00 PM, Monday through Friday; excluding holidays.

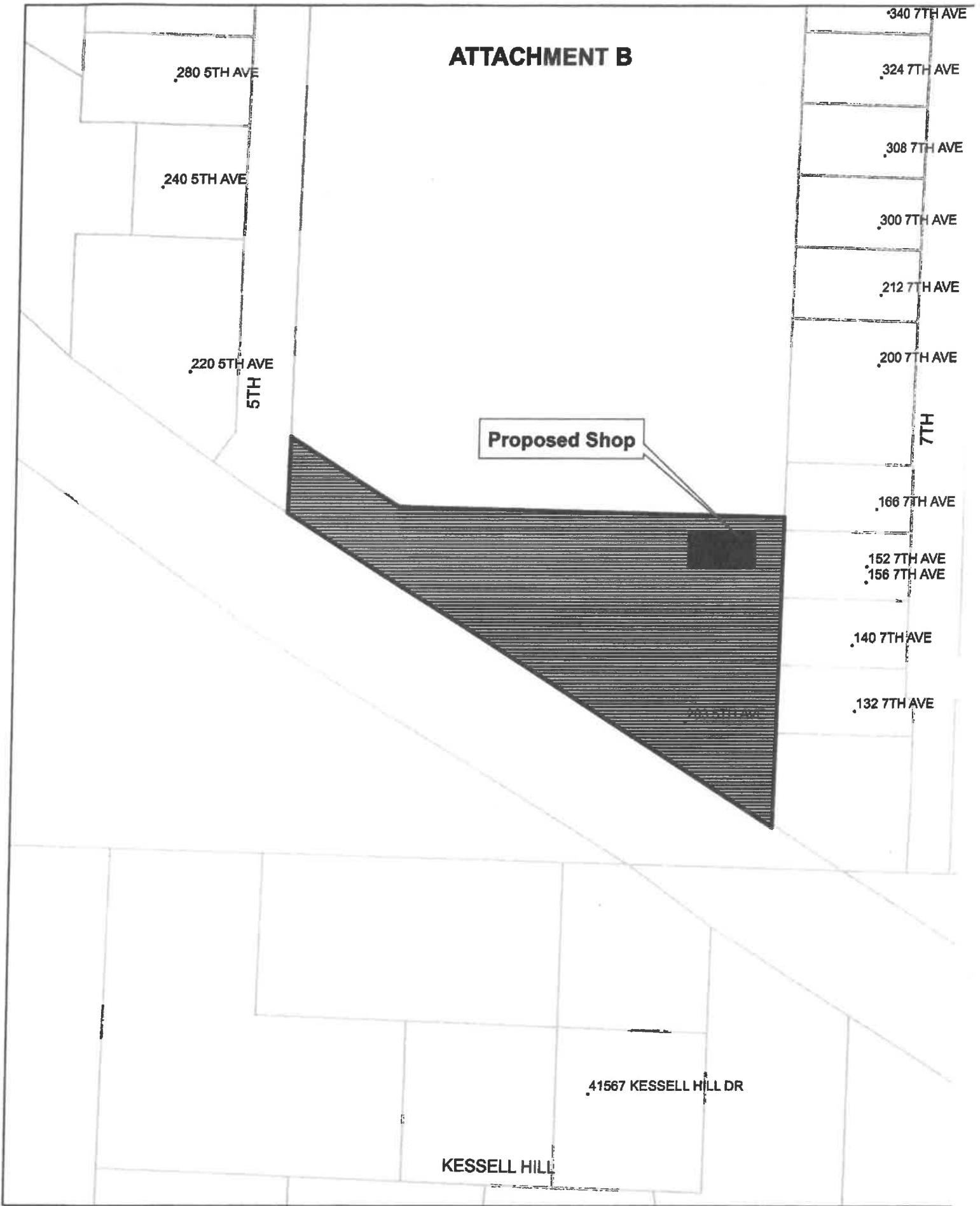


ATTACHMENT A

House with garage is 3,800 sq ft
 Property is 1.55 acres

OAK Heights elementary

ATTACHMENT B



Proposed Shop



1 inch = 109 feet

203 5th Avenue
Proposed Variance VR 18-07

Date: 8/7/2018
City Council Packet 01-22-19 pg. 59



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: January 22, 2019	TITLE: Supplemental Budget for New Police Vehicle	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
SUBMITTED BY: Brandon Neish, Finance Director	ATTACHMENTS: Resolution No. 3 for 2019 Public Hearing Notice	
REVIEWED BY: Ray Towry, City Manager <i>RT</i>		

PURPOSE OF THIS RCA:

To review a supplemental budget for the Narcotics fund due to an unanticipated need for an additional police vehicle.

BACKGROUND/CONTEXT:

The Sweet Home Police Department maintains a fleet of marked patrol vehicles as well as unmarked vehicles used by the Community Services Officer and the Detective. Many of the Patrol vehicles are aging and the fleet replacements were put off in prior fiscal years due to a lack of long-term funding. There are eight Patrol vehicles, three of which are “new” while the other five were purchased between 2010 and 2013. These vehicles exceed 96k miles. The other vehicles, all unmarked, are in similar condition and have been in service for many years.

The current Detective’s vehicle, an unmarked Chevy van with 91k miles, is experiencing major mechanical issues including a heating/air conditioning problem that would cost \$900 to repair and a blown head gasket. With an estimated value of \$3,000 or less at a Kelly Blue Book “fair” value, the repairs necessary far outweigh the value of the vehicle. As a result, and with the other unmarked vehicles either well known around town or surplused, the Police Department is in need of a Detective’s vehicle. Based on the condition of the current Detective vehicle and the lack of functional vehicles to replace it, it is clear an alternate solution must be sought.

Due to the emergent need of a Detective’s vehicle, various options have been evaluated to do the most good over the longest period. The primary funding source for the Police Department is a five-year operating levy funded by property taxes. Due to the temporary status of this funding source and the need to use its funds to operate the Police Department, the Narcotics fund was identified as the best funding source to purchase this replacement vehicle and provide the most benefit to taxpayers and the department. The Narcotics fund consists of funds deposited from seizures and surplused equipment.

However, since the department cannot operate without a Detective’s vehicle, existing expenditure authority in Fund 200 (Police Operating) is available if deemed more suitable.

THE CHALLENGE/PROBLEM:

How to best replace the Detective’s vehicle that repairs would cost more than the vehicle’s value?

STAKEHOLDERS:

- City of Sweet Home citizens – The Detective investigates person and property crimes in addition to narcotics crimes. These investigations are vital to the livability in the community.
- City of Sweet Home City Council – The Council adopts the final budget for a fiscal year and approves any supplemental budget requests when necessary expenditures exceed expenditure authority.
- City of Sweet Home Police Department – The Police Department relies on working equipment in order to serve and protect the community with “honor and integrity.”

ISSUES & FINANCIAL IMPACTS:

While the current vehicle being sought is less than half the price of a new patrol vehicle, the funding source proposed was not part of the adopted 2018-2019 budget due to the unanticipated need for a replacement vehicle. A supplemental budget and public hearing are required prior to adoption of a resolution authorizing expenditure authority from the Narcotic fund.

ELEMENTS OF A STABLE SOLUTION:

Decision from Council regarding the use of the Narcotics fund for the vehicle purchase.

OPTIONS:

1. Do Nothing. Council could choose to do nothing at this time. Existing expenditure authority would be used to purchase the vehicle.
2. Approve Resolution No. 3 for 2019. This supplemental budget authorizes expenditure authority from the Narcotics fund for purchase of a Detective’s vehicle.
3. Request staff return with a different authorization amount. Council could determine that the \$15,500 requested from the Narcotics fund exceeds what Council is willing to authorize. Staff would return to a future Council meeting with a revised resolution and a second Public Hearing as required by ORS.

RECOMMENDATION:

Staff recommends option 2, Adopt Resolution No. 3 for 2019, A Resolution Adopting A Supplemental Budget for 2018-2019. There is a critical need for a new Detective’s vehicle to replace the current vehicle that is no longer operational. This adjustment represents the best fiscal option for the long-term.

RESOLUTION NO. 3 FOR 2019

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR 2018-2019

WHEREAS, the Sweet Home City Council adopted the 2018-2019 budget on June 26, 2018, and;

WHEREAS, the Sweet Home Police Department is managing an aging fleet and needs to replace a vehicle used by the Police Detective, and;

WHEREAS, staff requests additional expenditure authority in Fund 204, the Narcotics Fund, which includes resources obtained through police seizures and equipment sales, and;

WHEREAS, Oregon Local Budget Law requires a public hearing for any supplemental budget which adds ten (10) percent or more in expenditure authority, and;

WHEREAS, a public hearing was held on January 22, 2019 to hear testimony over the proposed supplemental budget, and;

WHEREAS, the Council has heard public testimony on the topic of the supplemental budget.

THEREFORE, BE IT RESOLVED THAT THE CITY OF SWEET HOME adopts a supplemental budget authorizing \$15,500 to be used for the purchase of a replacement vehicle in the Police Department.

This resolution shall take effect upon its approval and passage.

PASSED by the Council and approved by the Mayor this 22nd day of January 2019

Mayor

City Manager – Ex Officio City Recorder

REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: January 22, 2019	TITLE: Updates to the City of Sweet Home Limited English Proficiency Policy and Language Access Plan	TYPE OF ACTION: <u>X</u> RESOLUTION — MOTION — OTHER
SUBMITTED BY: City Manager Ray Towry	ATTACHMENTS: LEP, Resolution No. 4 for 2019	
REVIEWED:		

PURPOSE OF THIS MEMO: Council approval of updates to the City of Sweet Home Limited English Proficiency Policy and Language Access Plan

BACKGROUND/CONTEXT:

Sweet Home is a regular recipient of Federal Transit Administration Funds through the Oregon Department of Transportation Rural Transit Program. The RTP funds are used as grant match to assist in funding the Sweet Home Dial A Bus Program operated by the Sweet Home Senior Citizens Inc. FTA has determined that all agencies that receive Federal Transit Funds either directly or indirectly must have an adopted Title VI Plan so that no person is excluded from participation in, or denied the benefits of its program and services on the basis of race color sex or national origin as protected by Title VI in Federal Transit Administration circular 4702.1A.

The City of Sweet Home adopted the Title VI plan in 2015. Revisions are necessary to bring the plan up-to-date. Adoption of the revised Title VI plan will bring the City into compliance as a sub-recipient of these Federal Transit Administration funds.

Part of the Title VI plan is the Limited English Proficiency Policy and Language Access Plan. The LEP is to be updated at least every four years. Updates included current statistics, which were provided as “tracked changes” during the January 8, 2019 City Council meeting.

The remainder of the Title VI Plan can be updated following the updates to the LEP.

THE CHALLENGE/PROBLEM:

Should the City Council adopt Resolution No. 4 for 2019, A Resolution to Adopt the Revised Limited English Proficiency Policy and Language Access Plan.

STAKEHOLDERS:

- City of Sweet Home Residents.

ISSUES & FINANCIAL IMPACTS:

Sweet Home Dial a Bus Program - Compliance with this provision of the FTA/ODOT Transit Program is necessary to maintain the City’s eligibility to receive grant funds to operate of the Sweet Home Dial Bus Program.

ELEMENTS OF A STABLE SOLUTION:

OPTIONS:

1. Do Nothing.
2. Adopt Resolution No. 4 for 2019 – A Resolution to Adopt the Revised Limited English Proficiency Policy and Language Access Plan
3. Make additional changes to the LEP

RECOMMENDATION:

1. Option No. 2 - Adopt Resolution No. 4 for 2019 – A Resolution to Adopt the Revised Limited English Proficiency Policy and Language Access Plan.

City of Sweet Home

Limited English Proficiency (LEP) Plan

CONTACT INFORMATION

~~Jim Gourley~~ ~~Greg Mahler~~

City Mayor

~~jgourleygmahler@sweethomeor.gov~~ ~~ci.sweet-home.or.us~~

~~Ray Towry~~ ~~Craig Martin~~

City Manager

~~cmartin@ci.sweet-home.or.us~~ ~~rtowry@sweethomeor.gov~~

City of Sweet Home—City Hall

1140 12th Avenue

Sweet Home, OR 97386

Phone: (541) 367-8969 ♦ FAX: (541) 367-5113

This document addresses the needs of the citizens of the
City of Sweet Home with Limited English Proficiency

City of Sweet Home Oregon Limited English Proficiency Plan

Introduction

The City of Sweet Home Oregon is situated in Linn County, Oregon with an approximate population of 9,065. The city encompasses a multitude of services, including the Mayor and City Council, City Manager, Community Development, Finance, Parks and Recreation, Police, Public Works, and a Library.

The population of Sweet Home is predominantly English speaking, with the largest minority language being Spanish¹, and includes a variety of other Indo-European, Asian and Pacific Islander, and other languages. English is the primary language of approximately ~~96.997.2%~~ of the population, with 1.29% speaking Spanish, .09% speaking Asian and Pacific Island Languages, and .74.2% speaking other ~~Indo-European~~ Indo-European Languages as their primary language. ~~Of those languages other than English, 111 or 45.5% speak English less than "very well". Of the Spanish-speaking and other Indo-European populations, less than 1% (40 persons) speaks English less than very well. No other language populations are identified in the City of Sweet Home.~~

The City of Sweet Home (City) undertakes to ensure that persons with Limited English Proficiency (LEP) shall not be discriminated against nor denied meaningful access to, and participation in, the programs and services provided by the City. In order to ensure meaningful access and participation for LEP persons, the City takes reasonable steps to see that language services are provided according to the provisions of the City's LEP Plan as described below.

The LEP Plan applies to all City administered programs, services and facilities, regardless of whether they receive Federal financial support or not. However, the LEP Plan does not apply to the operation or administration of any properties or projects wherein the City is not the primary owner (i.e., the City is a funding agency and not the entity with primary control over said property) and the primary owner qualifies as recipient or sub-recipient of federal financial assistance.

It is the intent of the City, in providing language services to LEP persons, to achieve a balance that ensures meaningful access to programs and services while not incurring undue burdens on City resources.

Sweet Home's City Manager's office is the central coordinator for the LEP Plan and language services. The office provides oversight for the implementation of the LEP Plan, coordinates and facilitates delivery of LEP language services, ensures that staff are informed on LEP services and procedures, and directs the monitoring and assessment of the LEP Plan's effectiveness.

Definitions:

Limited English Proficiency person. Any person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English. Such person or persons shall be entitled to language assistance at no cost to themselves with respect to a particular type of service, benefit, or encounter.

Vital document. Any document that contains information that is critical for obtaining or maintaining the services or benefits that are supported by Federal funds, or that are required by law. Such documents may include but are not limited to applications, consent forms, notices of

¹ See Exhibit A—Sweet Home Oregon Limited English Proficiency Population, US Census American Fact Finder

participant rights and responsibilities, disciplinary notices, letters or notices that require a response from the participant or beneficiary, legal notices, and notices advising LEP persons of the availability of free language services.

Interpretation. The act of listening to spoken words in one language (the source) and orally translating it into another language (the target).

Translation. The replacement of a written text from one language into an equivalent written text in another language. NOTE: Some LEP persons cannot read in their own language and back up oral interpretation services may be needed for written documents.

Four-Factor Assessment. This is an assessment tool used by the City, as a recipient of federal funding, to determine the extent of its obligation to provide LEP services. These four factors are: (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided the program to people's lives; and (4) the resources available to the grantee/recipient and costs.

Who is covered?

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

Under regulations implementing Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. (Title VI), recipients of federal financial assistance have a responsibility to ensure meaningful access to their programs and activities by persons with LEP. The purpose of the LEP is to ensure that the City, as a recipient of Federal Funding, is complying with its Title VI responsibilities and that access to their programs or activities, normally provided in English, are accessible to LEP persons.

In order to avoid discrimination against LEP persons on grounds of national origin, the City has taken adequate steps to ensure that LEP persons receive the language assistance necessary to afford them meaningful access to the programs, services, and information the City provides, free of charge.

Pursuant to Executive Order 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the LEP Guidance of the Federal Register (FR-4878-N-01) are to apply to programs and activities receiving federal assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

Federally assisted recipients are required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons to the recipient's programs and activities. To do this, the recipient has: (1) conducted the four-factor assessment; (2) developed a language access plan (LAP); and (3) provided access to appropriate language assistance.

Coverage under Title VI and Executive Order 13166 extends to all of a recipient's programs or activities, (i.e., to all parts of a recipient's operations). This is true—even if only one part of the recipient receives the federal assistance.

As the City of Sweet Home encompasses a variety of services, application of the Four-Factor analysis varies depending on the specific service.

Four-Factor Assessment

1. Population Size of LEP Persons who Need Language Services Assistance

The City has used the following methodology and data sources to identify and determine the number of LEP persons currently using the City's services, the number of LEP persons in the City's area of operations who may be eligible for programs and services and the particular languages used by both groups. The City used various methods to identify LEP persons with whom they have contact. These included:

- Past experiences with LEP by City staff.
- Latest Census Department data. Census data has been reviewed and matched to the extent possible with the City area of operations. When Census data is updated, it will be reviewed to identify commonly encountered languages other than English.

Assessment: Housing and Urban Development, in its final guidance for providing program access to LEP individuals, has detailed a 'Safe Harbor' where providing a certain level of translated materials for a LEP population of a specified size will "be considered strong evidence of compliance with the recipient's written translation obligations." The City of Sweet Home has determined that, ~~in regards to~~ in regard to its LEP language populations, the Spanish LEP population is below both 5% and 1,000 individuals, and thus translated vital documents are not required. The City of Sweet Home's remaining LEP populations for each spoken language are also below 5% ~~and 50 persons~~. According to the 'Safe Harbor' Guidelines, any language population that falls below 50 individuals and 5% of the service population is not required to receive any written translations. As the remaining LEP populations fall below this level, the City of Sweet Home is not required to provide any translated documents under 'Safe Harbor' guidelines to non-Spanish LEP individuals.

2. Frequency of Contact with LEP Persons who Need Language Services Assistance

Linn County is the primary provider of social services within Sweet ~~Home, and~~ Home and has the most contact with LEP persons who need language service assistance. The majority of contact the City has with non-English speaking citizens is through Police Department stops and other activity. Frequency of contact with LEP persons for other City services such as applications, consent forms, notices of participant rights and responsibilities, disciplinary notices, letters or notices that require a response from the participant or beneficiary, and public legal notices is relatively rare, less than once a year. City staff indicates that generally, individuals with limited English proficiency will bring a family member or friend, who will translate.

Assessment: Need for LEP services approximates the percentage of Sweet Home residents with limited English proficiency—less than 1% of staff encounters or contacts. Ongoing monitoring of LEP contact with the City ~~occurs, and~~ occurs and should the level or difficulty of serving this population increase, the City is prepared to add resources.

3. Nature and Importance of Programs and Service Utilized or Needed by LEP Persons

The City recognizes that, within the range of programs and services it provides, some programs and services, such as those that directly impact the well-being of the local population, are of higher priority than others. While it is the City's intent to provide meaningful access to all participants and eligible persons, the availability of resources may limit the provision of language services in some instances.

Activities such as outreach, intake forms, leases, rules of occupancy, legal actions, life and safety notices, and the like have a high priority. Information about and an understanding of these activities should be effectively communicated to all persons affected by them. Other activities such as recreation programs, social activities, optional meetings, and related areas are of a lesser priority.

Assessment: Given that Police stops are generally where the City has the highest contact with LEP individuals, the City has designated translation services to be available during normal working hours within the Police Department. For other services, the City provides on call translation services and public information in multiple languages on its website.

4. Availability of Resources to LEP Persons Who Need Language Assistance

The City of Sweet Home may contract with authorized interpreters who are available over the telephone. Other sources for interpretation may include:

- Qualified bilingual staff members of the City.

- Individuals employed exclusively to perform interpretation services

- Contracted in-person interpreters

- Other qualified interpreters from other local agencies or organizations within the Sweet Home Community

Language assistance may be available from community volunteers who have demonstrated competence in their monolingual (direct) communication and/or in interpretation or translation as noted above and have been approved by the City to communicate with LEP individuals.

Where qualified bilingual staff members or other authorized interpreters are unavailable to assist approved community volunteers who have demonstrated competence may be called upon when appropriate.

Family and Friends of an LEP individual may offer to assist with communication or interpretation.

Sweet Home's website includes a Google Translate tab  which translates the public information into Chinese, Finnish, German, Spanish and Swedish.

Assessment: The City is both pro-active in providing persons with limited English proficiency public information about Sweet Home's public services, and in having translation resources available to those having direct contact with City staff. The City works to ensure that at a minimum, at least one bilingual-Spanish staff person is available during normal business hours, and to provide translation in other languages when arranged for in advance.

City of Sweet Home Limited English Proficiency (LEP) Plan

The City provides language services to LEP persons by a variety of methods based upon the relative numbers of such persons and the frequency of contacts or anticipated contacts. Reasonable steps are taken to accomplish this. Specifically, this LEP Plan outlines the City's approach to working with persons needing language assistance:

I. Identification of LEP Individuals who Need Language Assistance: Activities include:

- Posting of notices in City Hall and in separate lobbies of other City facilities accessible by the public. These posted notices will be in commonly encountered languages and will encourage LEP persons needing language assistance to self-identify.
- “Language Identification” cards (<http://www.lep.gov/resources/ISpeakCards2004.pdf>) will be available in the languages identified in the City’s area of operations. The cards will also be used by staff on a day-to-day basis to determine and document the need for particular language services during routine activities and encounters.
- Notification to applicants for assistance, licensing, or permits that language services will be provided at no cost.
- Periodic reviews with staff to determine if the needs of residents with limited English continue to be met.

II. Provision of Language Assistance Measures: Procedures and activities for the provision language assistance include:

A. Types of Language Services Available

A. 1. Written Translation Measures

- Postings in conspicuous places in City Hall, Police Department Main Lobby, and any other City facility accessed by the public informing applicants or members of the general public that translation services are available at no charge to the individual who is seeking services or information regarding such services. The City has a list of interpreters and translators for staff to use when language services are required for LEP persons.
- Bi-lingual public notice communications and outreach. The City also provides language services in the conduct of its web-based outreach efforts which are intended to make the general public aware of its programs and services. In this manner, LEP persons who are a part of the population in the City's area of operations have an equal opportunity to learn about the City's programs and services and to access and participate in them.

A. 2. Oral Translation Measures

- The City shall strive to have bilingual staff available during normal business hours. Should the City not have bilingual Spanish speaking staff, the City will contract with a telephone interpretive service that will allow tenants, applicants or members of the general public who do not speak English to communicate with staff at the time they call or come into City Hall, the Police Department, and any other City facility regularly accessed by the public.
- The City shall offer oral interpretation at no charge at meetings, events, and other activities, provided that the need is identified by the participant(s) at least ~~forty-eight~~forty-eight (48) hours prior to the event, dependent upon the availability of an interpreter for the requested language.

A. 3. Additional Measures to be Considered and Used Based on an Assessment of Need

The following list outlines potential future measures that could be undertaken, should the level of need for LEP services increase from the current assessment.

- Use of and/or hiring bilingual staff to handle the majority of the verbal and written translation duties for the City. (Essential in the daily operations.) At the time of adoption of this LEP plan, 1 bilingual staff member is available during normal working hours.
- Contracting with qualified interpreters and translators, either individually or through an interpreting service agency which provides such persons when other City employees are not available or not skilled. (Essential when accuracy and details are important or critical.)
- Centralizing language services and/or sharing language services with ~~other~~another City if/when available. (If needed to minimize costs.)

- Use of telephone (or video conferencing) interpreter services. (If prompt delivery of interpretation services is required.)
- Pooling resources and/or standardization of documents and forms. (If needed to minimize costs.)

B. Connecting Staff to Available Language Services Available

City staff should never refuse service to an LEP individual who is requesting assistance, nor should they require an LEP individual to furnish an interpreter as a condition for receiving assistance. The City will make every reasonable effort to provide meaningful and timely assistance to LEP individuals through a variety of services.

The City will use all reasonably available tools, such as language identification cards, when attempting to determine an LEP individual's primary language.

LEP individuals may choose to accept City provided LEP services at no cost or they may choose to provide their own.

City provided LEP services may ~~include, but~~ include but are not limited to the assistance methods described in this policy.

C. Telephone System Protocols

If City staff cannot understand a LEP caller, and a translator is not immediately available, the caller's phone number is taken, and a bi-lingual interpreter/translator calls the individual back.

D. Responding to Written Communications from LEP Persons

The City will utilize a bi-lingual interpreter/translator to read and respond in the LEP's language in written communications.

E. Responding to In-Person Contact with LEP Persons

Should staff be unable to communicate with a LEP person, the City's bilingual interpreter/translator is contacted, and communications are either continued in-person or over the phone. Should the interpreter/translator be unavailable, contact information for the individual will be recorded, including nature of the inquiry, and an interpreter/translator will re-contact the person.

F. Ensuring the Competency of Interpreter and Translator Services

The City makes every reasonable effort to assure that the language services it provides to LEP persons are of the highest quality and that the competency of interpreters and translators is appropriate to the situation. This applies to both the use of internal bilingual employees and contracted interpreters and translators.

- 1) Interpreters (outside the use of internal bilingual employees). Oral interpretation of encounters, interviews, meetings and the like require a certain level of competency and professionalism on the part of the interpreter. These characteristics do not necessarily exist in a person who is simply bilingual. Likewise, formal certification while helpful may not always be required. Often the importance of the encounter or the consequences will direct the level of professionalism needed. When using an interpreter, the City uses the following general criteria to ensure effective communications with LEP persons:

- a) Demonstrated proficiency in and ability to communicate information accurately in both English and in the other language and able to identify and employ the

appropriate mode of interpreting (consecutive, simultaneous, summarization, or sight translation).

- b) Knowledge in both languages of any specialized terms or concepts particular to the City programs or services and of any particularized vocabulary and phraseology used by the LEP person, or the ability to explain either in English or the necessary language, the specialized term(s), concept(s), particularized vocabulary or phraseology.
 - c) Understanding of and ability to follow confidentiality and impartiality rules to the same extent that the City employee for whom they are interpreting or to the extent that their position requires or both.
 - d) Understanding of and adherence to their role as interpreter without deviating into a role as counselor, legal advisor, or other role.
 - e) Awareness of regionalisms (dialects) used by the LEP persons for whom they are interpreting.
- 2) Translators (outside the use of internal bilingual employees). When selecting translators, the list of criteria applied to determine competency and professionalism for interpreters above shall be applied to the extent that those criteria are appropriate. If a staff member who speaks the necessary language is not available, the City shall obtain translation and interpretation services from a certified translation/interpretation service.

III. Staff Training to Be Provided

The City reviews its LEP Plan with staff. The frequency of staff encounters with LEP persons determines the level of review. All employees who are likely to have contact with LEP persons are informed of the City's LEP Plan, and on how to work effectively with in-person and telephone interpreters, and to understand the dynamics of interpretation among LEP providers and interpreters.

Staff having the greatest contact are the first to be trained to effectively implement the LEP Plan. Those staff having the least amount of contact with LEP persons, at a minimum, are trained to be fully aware of the Plan so that they may reinforce its importance and ensure implementation by other staff.

LEP training is part of the orientation for all new employees who work with LEP persons. On-going employees receive an orientation on the LEP Plan.

IV. Provision of Notice to LEP Persons

The City provides appropriate notice to LEP persons and language groups of the availability of free language services that ensure meaningful access to programs and services provided by the City. Notices in those appropriate languages informing LEP persons and groups shall be posted in common areas, offices, and anywhere that applications are taken. These notices shall explain how to receive language services.

V. LEP Plan Monitoring and Updating

The City monitors implementation of the LEP Plan on an ongoing basis, making revisions to policies and procedures as may be required periodically. The City also reviews (not less than annually) the overall effectiveness of its LEP Plan. This review considers information from the following sources and criteria as well as other factors as may be appropriate:

- 1) Changes in demographics including new language groups and changes in the proportion of existing language groups, types of services, and other needs.

- 2) Frequency of encounters with LEP persons. Whether existing language services are meeting needs of LEP persons.
- 3) Whether existing language services are meeting needs of LEP persons.
- 4) Availability of new resources including technology.
- 5) Whether identified sources for assistance are still available and viable.
- 6) How well staff understand and have implemented the LEP Plan.
- 7) Feedback from the community at large and from minority language groups and persons.

Based upon findings of the periodic review, the City shall revise the LEP Plan to ensure its effectiveness in meeting the access and participation needs of LEP groups and persons.

VI. Complaint Procedures and EO Monitoring

For regularly encountered LEP language groups, LEP persons are provided notice of their opportunity to file a discrimination complaint in accordance with federal regulations. For infrequently encountered LEP language groups, LEP persons shall be advised orally of the opportunity to file a discrimination complaint pursuant to the regulations.

Sweet Home Oregon Limited English Proficiency Population				
TOTAL POPULATION: 9,0659,612 (2017 Population Estimate as of July 1, 2017)				
Population 5 years and over: 8,137-674 (+/-244125)				
	Estimate	Margin of Error	Percent	Percent Margin of Error
LANGUAGE SPOKEN AT HOME				
Population 5 years and over	8,1378,674	+/-236244	8137(x)	(x)
English only	7,8888,430	+/-269312	96.997.2%	+/-1.42.0
Language other than English	2440	+/-115173	3.12.8%	+/-1.42.0
Speak English less than "very well"	40111	+/-47122	0.545.5%	+/-0.628.8
Spanish	154100	+/-84110	1.29%	+/-1.04
Speak English less than "very well"	1436	+/-4323	36.0.8%	+/-0.340.9
Other Indo-European languages	9864	+/-5662	0.072%	+/-0.68
Speak English less than "very well"	296	+/-434	4.245.3%	+/-490.5
Asian and Pacific Islander languages	980	+/-12492	0.93%	+/-10.4
Speak English less than "very well"	460	+/-4892	0.057.5%	+/-55.80.4
Other languages	0	+/-1792	0.0%	+/-0.4
Speak English less than "very well"	0	+/-1792	0.0%_	**+/-0.4

US Census: American Fact Finder.

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Explanation of Symbols:

- An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
- An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
- An '(X)' means that the estimate is not applicable or not available.

~~2013 Total Population Estimate; 2007-2011 Census—Language Spoken at Home data~~

RESOLUTION NO. 4 FOR 2019

A RESOLUTION TO ADOPT THE REVISED LIMITED ENGLISH PROFICIENCY POLICY AND LANGUAGE ACCESS PLAN.

WHEREAS, the City of Sweet Home undertakes to ensure that persons with Limited English Proficiency (LEP) shall not be discriminated against nor denied meaningful access to, and participation in, the programs and services provided by the City; and

WHEREAS, the LEP Plan applies to all City administered programs, services and facilities, regardless of whether they receive Federal financial support or not; and

WHEREAS, it is the intent of the City, in providing language services to LEP persons, to achieve a balance that ensures meaningful access to programs and services while not incurring undue burdens on City resources; and

WHEREAS, the City Manager's Office is the central coordinator for the LEP Plan and language services, and provides oversight for the implementation of the LEP Plan.

NOW, THEREFORE, BE IT RESOLVED THE CITY COUNCIL authorizes the City of Sweet Home to adopt and implement the Limited English Proficiency Policy and Language Access Plan for the City.

This Resolution shall be effective immediately upon its passage.

PASSED by the City Council and APPROVED by the Mayor this 22nd day of January, 2019.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

City of Sweet Home

Limited English Proficiency (LEP) Plan

CONTACT INFORMATION

Greg Mahler
City Mayor
gmahler@sweethomeor.gov

Ray Towry City Manager
rtowry@sweethomeor.gov

City of Sweet Home - City Hall
1140 12th Avenue
Sweet Home, OR 97386
Phone: (541) 367-8969 FAX: (541) 367-5113

This document addresses the needs of the citizens of the
City of Sweet Home with Limited English Proficiency

City of Sweet Home Oregon Limited English Proficiency Plan

Introduction

The City of Sweet Home Oregon is situated in Linn County, Oregon with an approximate population of 9,065. The city encompasses a multitude of services, including the Mayor and City Council, City Manager, Community Development, Finance, Parks and Recreation, Police, Public Works, and a Library.

The population of Sweet Home is predominantly English speaking, with the largest minority language being Spanish¹, and includes a variety of other Indo-European, Asian and Pacific Islander, and other languages. English is the primary language of approximately 97.2% of the population, with 1.2% speaking Spanish. .09% speaking Asian and Pacific Island Languages, and .7% speaking other Indo-European Languages as their primary language. Of those languages other than English, 111 or 45.5% speak English less than “very well”.

The City of Sweet Home (City) undertakes to ensure that persons with Limited English Proficiency (LEP) shall not be discriminated against nor denied meaningful access to, and participation in, the programs and services provided by the City. In order to ensure meaningful access and participation for LEP persons, the City takes reasonable steps to see that language services are provided according to the provisions of the City’s LEP Plan as described below.

The LEP Plan applies to all City administered programs, services and facilities, regardless of whether they receive Federal financial support or not. However, the LEP Plan does not apply to the operation or administration of any properties or projects wherein the City is not the primary owner (i.e., the City is a funding agency and not the entity with primary control over said property) and the primary owner qualifies as recipient or sub-recipient of federal financial assistance.

It is the intent of the City, in providing language services to LEP persons, to achieve a balance that ensures meaningful access to programs and services while not incurring undue burdens on City resources.

Sweet Home’s City Manager’s office is the central coordinator for the LEP Plan and language services. The office provides oversight for the implementation of the LEP Plan, coordinates and facilitates delivery of LEP language services, ensures that staff are informed on LEP services and procedures, and directs the monitoring and assessment of the LEP Plan’s effectiveness.

Definitions:

Limited English Proficiency person. Any person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English. Such person or persons shall be entitled to language assistance at no cost to themselves with respect to a *particular type of service, benefit, or encounter*.

Vital document. Any document that contains information that is critical for obtaining or maintaining the services or benefits that are supported by Federal funds, or that are required by law. Such documents may include but are not limited to applications, consent forms, notices of participant rights and responsibilities, disciplinary notices, letters or notices that require a response from the participant or beneficiary, legal notices, and notices advising LEP persons of the availability of free language services.

¹ See Exhibit A—Sweet Home Oregon Limited English Proficiency Population, US Census American Fact Finder

Interpretation. The act of listening to spoken words in one language (the source) and orally translating it into another language (the target).

Translation. The replacement of a written text from one language into an equivalent written text in another language. NOTE: Some LEP persons cannot read in their own language and back up oral interpretation services may be needed for written documents.

Four-Factor Assessment. This is an assessment tool used by the City, as a recipient of federal funding, to determine the extent of its obligation to provide LEP services. These four factors are: (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided the program to people's lives; and (4) the resources available to the grantee/recipient and costs.

Who is covered?

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

Under regulations implementing Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. (Title VI), recipients of federal financial assistance have a responsibility to ensure meaningful access to their programs and activities by persons with LEP. The purpose of the LEP is to ensure that the City, as a recipient of Federal Funding, is complying with its Title VI responsibilities and that access to their programs or activities, normally provided in English, are accessible to LEP persons.

In order to avoid discrimination against LEP persons on grounds of national origin, the City has taken adequate steps to ensure that LEP persons receive the language assistance necessary to afford them meaningful access to the programs, services, and information the City provides, free of charge.

Pursuant to Executive Order 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the LEP Guidance of the Federal Register (FR-4878-N-01) are to apply to programs and activities receiving federal assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

Federally assisted recipients are required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons to the recipient's programs and activities. To do this, the recipient has: (1) conducted the four-factor assessment; (2) developed a language access plan (LAP); and (3) provided access to appropriate language assistance.

Coverage under Title VI and Executive Order 13166 extends to all of a recipient's programs or activities, (i.e., to all parts of a recipient's operations). This is true—even if only one part of the recipient receives the federal assistance.

As the City of Sweet Home encompasses a variety of services, application of the Four-Factor analysis varies depending on the specific service.

Four-Factor Assessment

1. Population Size of LEP Persons who Need Language Services Assistance

The City has used the following methodology and data sources to identify and determine the number of LEP persons currently using the City's services, the number of LEP persons in the City's area of operations who may be eligible for programs and services and the particular languages used by both groups. The City used various methods to identify LEP persons with whom they have contact. These included:

- Past experiences with LEP by City staff.
- Latest Census Department data. Census data has been reviewed and matched to the extent possible with the City area of operations. When Census data is updated, it will be reviewed to identify commonly encountered languages other than English.

Assessment: Housing and Urban Development, in its final guidance for providing program access to LEP individuals, has detailed a 'Safe Harbor' where providing a certain level of translated materials for a LEP population of a specified size will "be considered strong evidence of compliance with the recipient's written translation obligations." The City of Sweet Home has determined that, in regard to its LEP language populations, the Spanish LEP population is below both 5% and 1,000 individuals, and thus translated vital documents are not required. The City of Sweet Home's remaining LEP populations for each spoken language are also below 5%. According to the 'Safe Harbor' Guidelines, any language population that falls below 50 individuals and 5% of the service population is not required to receive any written translations. As the remaining LEP populations fall below this level, the City of Sweet Home is not required to provide any translated documents under 'Safe Harbor' guidelines to non-Spanish LEP individuals.

2. Frequency of Contact with LEP Persons who Need Language Services Assistance

Linn County is the primary provider of social services within Sweet Home and has the most contact with LEP persons who need language service assistance. The majority of contact the City has with non-English speaking citizens is through Police Department stops and other activity. Frequency of contact with LEP persons for other City services such as applications, consent forms, notices of participant rights and responsibilities, disciplinary notices, letters or notices that require a response from the participant or beneficiary, and public legal notices is relatively rare, less than once a year. City staff indicates that generally, individuals with limited English proficiency will bring a family member or friend, who will translate.

Assessment: Need for LEP services approximates the percentage of Sweet Home residents with limited English proficiency—less than 1% of staff encounters or contacts. Ongoing monitoring of LEP contact with the City occurs and should the level or difficulty of serving this population increase, the City is prepared to add resources.

3. Nature and Importance of Programs and Service Utilized or Needed by LEP Persons

The City recognizes that, within the range of programs and services it provides, some programs and services, such as those that directly impact the well-being of the local population, are of higher priority than others. While it is the City's intent to provide meaningful access to all participants and eligible persons, the availability of resources may limit the provision of language services in some instances.

Activities such as outreach, intake forms, leases, rules of occupancy, legal actions, life and safety notices, and the like have a high priority. Information about and an understanding of these activities should be effectively communicated to all persons affected by them. Other activities such as recreation programs, social activities, optional meetings, and related areas are of a lesser priority.

Assessment: Given that Police stops are generally where the City has the highest contact with LEP individuals, the City has designated translation services to be available during normal working hours within the Police Department. For other services, the City provides on call translation services and public information in multiple languages on its website.

4. Availability of Resources to LEP Persons Who Need Language Assistance

The City of Sweet Home may contract with authorized interpreters who are available over the telephone. Other sources for interpretation may include:

- Qualified bilingual staff members of the City.

- Individuals employed exclusively to perform interpretation services


- Contracted in-person interpreters

- Other qualified interpreters from other local agencies or organizations within the Sweet Home Community

Language assistance may be available from community volunteers who have demonstrated competence in their monolingual (direct) communication and/or in interpretation or translation as noted above and have been approved by the City to communicate with LEP individuals.

Where qualified bilingual staff members or other authorized interpreters are unavailable to assist approved community volunteers who have demonstrated competence may be called upon when appropriate.

Family and Friends of an LEP individual may offer to assist with communication or interpretation.

Sweet Home's website includes a Google Translate tab  which translates the public information into Chinese, Finnish, German, Spanish and Swedish.

Assessment: The City is both pro-active in providing persons with limited English proficiency public information about Sweet Home's public services, and in having translation resources available to those having direct contact with City staff. The City works to ensure that at a minimum, at least one bilingual-Spanish staff person is available during normal business hours, and to provide translation in other languages when arranged for in advance.

City of Sweet Home Limited English Proficiency (LEP) Plan

The City provides language services to LEP persons by a variety of methods based upon the relative numbers of such persons and the frequency of contacts or anticipated contacts. Reasonable steps are taken to accomplish this. Specifically, this LEP Plan outlines the City's approach to working with persons needing language assistance:

I. Identification of LEP Individuals who Need Language Assistance: Activities include:

- Posting of notices in City Hall and in separate lobbies of other City facilities accessible by the public. These posted notices will be in commonly encountered languages and will encourage LEP persons needing language assistance to self-identify.
- “Language Identification” cards (<http://www.lep.gov/resources/ISpeakCards2004.pdf>) will be available in the languages identified in the City’s area of operations. The cards will also be used by staff on a day-to-day basis to determine and document the need for particular language services during routine activities and encounters.
- Notification to applicants for assistance, licensing, or permits that language services will be provided at no cost.
- Periodic reviews with staff to determine if the needs of residents with limited English continue to be met.

II. Provision of Language Assistance Measures: Procedures and activities for the provision language assistance include:

A. Types of Language Services Available

A. 1. Written Translation Measures

- Postings in conspicuous places in City Hall, Police Department Main Lobby, and any other City facility accessed by the public informing applicants or members of the general public that translation services are available at no charge to the individual who is seeking services or information regarding such services. The City has a list of interpreters and translators for staff to use when language services are required for LEP persons.
- Bi-lingual public notice communications and outreach. The City also provides language services in the conduct of its web-based outreach efforts which are intended to make the general public aware of its programs and services. In this manner, LEP persons who are a part of the population in the City's area of operations have an equal opportunity to learn about the City's programs and services and to access and participate in them.

A. 2. Oral Translation Measures

- The City shall strive to have bilingual staff available during normal business hours. Should the City not have bilingual Spanish speaking staff, the City will contract with a telephone interpretive service that will allow tenants, applicants or members of the general public who do not speak English to communicate with staff at the time they call or come into City Hall, the Police Department, and any other City facility regularly accessed by the public.
- The City shall offer oral interpretation at no charge at meetings, events, and other activities, provided that the need is identified by the participant(s) at least forty-eight (48) hours prior to the event, dependent upon the availability of an interpreter for the requested language.

A. 3. Additional Measures to be Considered and Used Based on an Assessment of Need

The following list outlines potential future measures that could be undertaken, should the level of need for LEP services increase from the current assessment.

- Use of and/or hiring bilingual staff to handle the majority of the verbal and written translation duties for the City. (Essential in the daily operations.) At the time of adoption of this LEP plan, 1 bilingual staff member is available during normal working hours.
- Contracting with qualified interpreters and translators, either individually or through an interpreting service agency which provides such persons when other City employees are not available or not skilled. (Essential when accuracy and details are important or critical.)
- Centralizing language services and/or sharing language services with another City if/when available. (If needed to minimize costs.)

- Use of telephone (or video conferencing) interpreter services. (If prompt delivery of interpretation services is required.)
- Pooling resources and/or standardization of documents and forms. (If needed to minimize costs.)

B. Connecting Staff to Available Language Services Available

City staff should never refuse service to an LEP individual who is requesting assistance, nor should they require an LEP individual to furnish an interpreter as a condition for receiving assistance. The City will make every reasonable effort to provide meaningful and timely assistance to LEP individuals through a variety of services.

The City will use all reasonably available tools, such as language identification cards, when attempting to determine an LEP individual's primary language.

LEP individuals may choose to accept City provided LEP services at no cost or they may choose to provide their own.

City provided LEP services may include but are not limited to the assistance methods described in this policy.

C. Telephone System Protocols

If City staff cannot understand a LEP caller, and a translator is not immediately available, the caller's phone number is taken, and a bi-lingual interpreter/translator calls the individual back.

D. Responding to Written Communications from LEP Persons

The City will utilize a bi-lingual interpreter/translator to read and respond in the LEP's language in written communications.

E. Responding to In-Person Contact with LEP Persons

Should staff be unable to communicate with a LEP person, the City's bilingual interpreter/translator is contacted, and communications are either continued in-person or over the phone. Should the interpreter/translator be unavailable, contact information for the individual will be recorded, including nature of the inquiry, and an interpreter/translator will re-contact the person.

F. Ensuring the Competency of Interpreter and Translator Services

The City makes every reasonable effort to assure that the language services it provides to LEP persons are of the highest quality and that the competency of interpreters and translators is appropriate to the situation. This applies to both the use of internal bilingual employees and contracted interpreters and translators.

- 1) Interpreters (outside the use of internal bilingual employees). Oral interpretation of encounters, interviews, meetings and the like require a certain level of competency and professionalism on the part of the interpreter. These characteristics do not necessarily exist in a person who is simply bilingual. Likewise, formal certification while helpful may not always be required. Often the importance of the encounter or the consequences will direct the level of professionalism needed. When using an interpreter, the City uses the following general criteria to ensure effective communications with LEP persons:
 - a) Demonstrated proficiency in and ability to communicate information accurately in both English and in the other language and able to identify and employ the

appropriate mode of interpreting (consecutive, simultaneous, summarization, or sight translation).

- b) Knowledge in both languages of any specialized terms or concepts particular to the City programs or services and of any particularized vocabulary and phraseology used by the LEP person, or the ability to explain either in English or the necessary language, the specialized term(s), concept(s), particularized vocabulary or phraseology.
 - c) Understanding of and ability to follow confidentiality and impartiality rules to the same extent that the City employee for whom they are interpreting or to the extent that their position requires or both.
 - d) Understanding of and adherence to their role as interpreter without deviating into a role as counselor, legal advisor, or other role.
 - e) Awareness of regionalisms (dialects) used by the LEP persons for whom they are interpreting.
- 2) Translators (outside the use of internal bilingual employees). When selecting translators, the list of criteria applied to determine competency and professionalism for interpreters above shall be applied to the extent that those criteria are appropriate. If a staff member who speaks the necessary language is not available, the City shall obtain translation and interpretation services from a certified translation/interpretation service.

III. Staff Training to Be Provided

The City reviews its LEP Plan with staff. The frequency of staff encounters with LEP persons determines the level of review. All employees who are likely to have contact with LEP persons are informed of the City's LEP Plan, and on how to work effectively with in-person and telephone interpreters, and to understand the dynamics of interpretation among LEP providers and interpreters.

Staff having the greatest contact are the first to be trained to effectively implement the LEP Plan. Those staff having the least amount of contact with LEP persons, at a minimum, are trained to be fully aware of the Plan so that they may reinforce its importance and ensure implementation by other staff.

LEP training is part of the orientation for all new employees who work with LEP persons. On-going employees receive an orientation on the LEP Plan.

IV. Provision of Notice to LEP Persons

The City provides appropriate notice to LEP persons and language groups of the availability of free language services that ensure meaningful access to programs and services provided by the City. Notices in those appropriate languages informing LEP persons and groups shall be posted in common areas, offices, and anywhere that applications are taken. These notices shall explain how to receive language services.

V. LEP Plan Monitoring and Updating

The City monitors implementation of the LEP Plan on an ongoing basis, making revisions to policies and procedures as may be required periodically. The City also reviews (not less than annually) the overall effectiveness of its LEP Plan. This review considers information from the following sources and criteria as well as other factors as may be appropriate:

- 1) Changes in demographics including new language groups and changes in the proportion of existing language groups, types of services, and other needs.

- 2) Frequency of encounters with LEP persons. Whether existing language services are meeting needs of LEP persons.
- 3) Whether existing language services are meeting needs of LEP persons.
- 4) Availability of new resources including technology.
- 5) Whether identified sources for assistance are still available and viable.
- 6) How well staff understand and have implemented the LEP Plan.
- 7) Feedback from the community at large and from minority language groups and persons.

Based upon findings of the periodic review, the City shall revise the LEP Plan to ensure its effectiveness in meeting the access and participation needs of LEP groups and persons.

VI. Complaint Procedures and EO Monitoring

For regularly encountered LEP language groups, LEP persons are provided notice of their opportunity to file a discrimination complaint in accordance with federal regulations. For infrequently encountered LEP language groups, LEP persons shall be advised orally of the opportunity to file a discrimination complaint pursuant to the regulations.

Sweet Home Oregon Limited English Proficiency Population				
TOTAL POPULATION: 9,612 (2017 Population Estimate as of July 1, 2017)				
Population 5 years and over: 8,674 (+/-244)				
	Estimate	Margin of Error	Percent	Percent Margin of Error
LANGUAGE SPOKEN AT HOME				
Population 5 years and over	8,674	+/-244	(x)	(x)
English only	8,430	+/-312	97.2%	+/-2.0
Language other than English	244	+/-173	2.8%	+/-2.0
Speak English less than "very well"	111	+/-122	45.5%	+/-28.8
Spanish	100	+/-84	1.2%	+/-1.0
Speak English less than "very well"	36	+/-43	36.0%	+/-40.9
Other Indo-European languages	64	+/-56	0.07%	+/- .6
Speak English less than "very well"	29	+/-43	45.3%	+/-49.5
Asian and Pacific Islander languages	80	+/-124	0.9%	+/-1.4
Speak English less than "very well"	46	+/-48	57.5%	+/-55.8
Other languages	0	+/-17	0.0%	+/-0.4
Speak English less than "very well"	0	+/-17	-	**

US Census: American Fact Finder.

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Explanation of Symbols:

- An '**' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
- An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
- An '(X)' means that the estimate is not applicable or not available.

REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: January 22, 2019	TITLE: Planning Commission Appointments	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION
SUBMITTED BY: Ray Towry, City Manager	ATTACHMENTS: Applications submitted for the position of Planning Commission.	<input checked="" type="checkbox"/> MOTION
REVIEWED:		<input type="checkbox"/> OTHER

PURPOSE OF THIS MEMO: Appointments to the Planning Commission

BACKGROUND/CONTEXT: There are currently 3 vacancies on the Planning Commission. The positions have been advertised and applications received. The Administration, Finance and Property Committee conducted 4 interviews on January 15, 2019. Their ranking matrix has been tallied, the Committee recommendation is to appoint Greg Korn, and Henry Wolthuis to the Sweet Home Planning Commission for terms to expire December 31, 2022.

THE CHALLENGE/PROBLEM: Vacancies on the Planning Commission

STAKEHOLDERS:

1. Elected Officials
2. Employees of the City
3. Community Members

ISSUES & FINANCIAL IMPACTS:

1. *None Known*

ELEMENTS OF A STABLE SOLUTION: Appoint committee members to vacancies who are willing to serve a full term and available for scheduled meetings of the committee.

OPTIONS:

1. *Do Nothing*
2. *Seek Additional Applicants*
3. *Make a Motion* to appoint other applicants to the Sweet Home Planning Commission to a four year term to expire December 31, 2022
4. *Make a Motion* to appoint Greg Korn and Henry Wolthuis to the Sweet Home Planning Commission for a four year term to expire December 31, 2022

RECOMMENDATION:

5. *Option #4 Make a Motion* to appoint Greg Korn and Henry Wolthuis to the Sweet Home Planning Commission for a four year term to expire December 31, 2022



CITY MANAGER'S OFFICE

1140 12th Avenue
Sweet Home, OR 97386
541-367-8969 541-367-5113 FAX
jfisher@sweethomeor.gov

BOARD/COMMITTEE/COMMISSION APPLICATION

Applicant Information (Please type/print clearly):

Name: GREG KORN
Permanent Address: 1553 47TH AV SWEET HOME OR 97386
Mailing Address: SAME
Contact Phone Number: 541-513-6963
E-Mail Address: greg.korn.gk@gmail.com
Preferred method of contact: Mail Phone Email
Occupation: MILLWRIGHT Employer: WEYERHAEUSER

Please mark the Board, Commission or Committee in which you are interested in serving:

Budget Committee Planning Commission Library Board
 Traffic Safety Committee Parks Board Tree Commission
 Board of Appeals All Hazard Mitigation Committee

Are you applying for reappointment: Yes No

If yes, how long have you served in this capacity: _____ Year(s) _____ Month(s)

- How long have you lived in the area: 14 Year(s) _____ Month(s)
- Please give a brief description of your experiences or training that you feel qualifies you for this particular position. I SERVED ON THE BUDGET COMMITTEE FOR 3 YRS
- List current involvement in other community groups and/or activities.
VOLUNTEER WITH OREGON JAMBOREE
- What special contribution do you feel you can make to the group/position you are applying for?

RESIDENCY:

The following applies for appointments that require residency and elector status:

I, GREA KOEN, certify that I currently reside within the corporate limits of the City of Sweet Home and am an eligible elector as defined by ORS 246.012(5). I further acknowledge that should either my residency or my eligibility as an elector change I will notify the City of Sweet Home immediately.

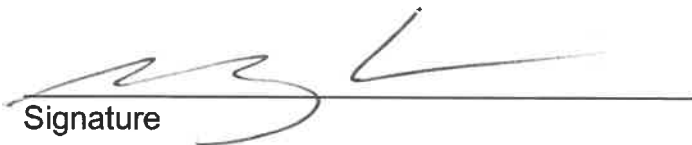
CRIMINAL HISTORY BACKGROUND CHECK (CCH):

A Criminal History Check (CCH) may be performed as part of the City of Sweet Home appointment process for City Boards, Committees, and Commissions. I acknowledge that a refusal to allow the CCH to be performed, when required, will cause my application to no longer be considered.

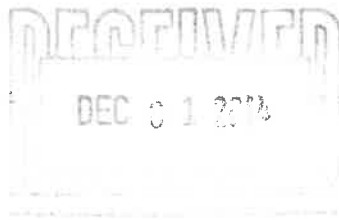
PUBLIC DISCLOSURE:

The City sometimes receives requests for contact information for members serving on City boards, commissions and committees. As an appointed public body volunteer serving the City of Sweet Home, the information provided on this application is considered public record.

My signature acknowledges that the information I have provided on the application is true and complete to the best of my knowledge and I understand that a CCH may be performed, when required, and that the information provided on this application is considered public record.


Signature

1-10-19
Date of Signature



CITY MANAGER'S OFFICE

1140 12th Avenue
Sweet Home, OR 97386
541-367-8969 541-367-5113 FAX
wyounger@ci.sweet-home.or.us

BOARD/COMMITTEE/COMMISSION APPLICATION

Applicant Information (Please type/print clearly):

Name: Henry B. Walthuis

Permanent Address: 300 5th Ave Sweet Home OR 97386

Mailing Address: _____

Contact Phone Number: 541-367-4764

E-Mail Address: Walthuis a@comcast.net

Preferred method of contact: Mail Phone Email

Occupation: Retired - Dentistry Employer: Self

Please mark the Board, Commission or Committee in which you are interested in serving:

Budget Committee Planning Commission Library Board

Traffic Safety Committee Parks Board Tree Commission

Board of Appeals All Hazard Mitigation Committee

Are you applying for reappointment: Yes No

If yes, how long have you served in this capacity: _____ Year(s) _____ Month(s) 8 yr?

1. How long have you lived in the area: ⁵¹48 Year(s) _____ Month(s)

2. Please give a brief description of your experiences or training that you feel qualifies you for this particular position. Planning Commission
City Council
Budget Committee

3. List current involvement in other community groups and/or activities. MANA
Church Service

4. What special contribution do you feel you can make to the group/position you are applying for?
Previous Experience - Planning Commission
City Council etc

RESIDENCY:

The following applies for appointments that require residency and elector status:

I, Henry B Wolthuis, certify that I currently reside within the corporate limits of the City of Sweet Home and am an eligible elector as defined by ORS 246.012(5). I further acknowledge that should either my residency or my eligibility as an elector change I will notify the City of Sweet Home immediately.

CRIMINAL HISTORY BACKGROUND CHECK (CCH):

A Criminal History Check (CCH) may be performed as part of the City of Sweet Home appointment process for City Boards, Committees, and Commissions. I acknowledge that a refusal to allow the CCH to be performed, when required, will cause my application to no longer be considered.

PUBLIC DISCLOSURE:

The City sometimes receives requests for contact information for members serving on City boards, commissions and committees. As an appointed public body volunteer serving the City of Sweet Home, the information provided on this application is considered public record.

My signature acknowledges that the information I have provided on the application is true and complete to the best of my knowledge and I understand that a CCH may be performed, when required, and that the information provided on this application is considered public record.

Henry B Wolthuis
Henry B Wolthuis
Signature

1-2-19
11-28-2014
Date of Signature

REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: Jan. 22, 2019	TITLE: RMS/CAD Software License	TYPE OF ACTION: — RESOLUTION
SUBMITTED BY: Chief Jeff Lynn		X MOTION
REVIEWED: R. Towry, CM	ATTACHMENTS: CMI Customer Agreement	— OTHER

PURPOSE OF THIS MEMO:

To review the contract associated for CMI Software Corp. (Justice Software), a third-party software company that provides record management and computer aided dispatch abilities for the Sweet Home Police Department.

BACKGROUND/CONTEXT:

The Sweet Home Police Department has partnered with CMI for over 20 years to provide the Department's record management system (RMS) and our computer aided dispatch (CAD) software. CMI Software Corp. has undergone a restructuring. As a result, a new contract with an updated fee structure has been presented.

Legal counsel has reviewed this contract as to form.

THE CHALLENGE/PROBLEM:

In order to operate effectively, SHPD must maintain a RMS and CAD system. The RMS system allows for the documentation of the Department's calls for service while the CAD system is utilized by our Dispatch Center to track incoming calls and the officer's actions. An effective/efficient RMS/CAD system must be connected and work in unison with the other.

Multiple companies exist that offer this type software. SHPD has been working with CMI for over 20 years. During that time, numerous upgrades have taken place to keep the software "modernized". CMI has chosen to restructure their company to meet some of the new challenges. As a result, their fee schedule, or contract price, has changed and will be increasing.

The challenge is to maintain a modern, reliable CAD/RMS that will meet the needs of our department. SHPD has reviewed other software options, which included the Linn County SO and Albany PD's new system. CMI offers one of the better end user experiences that we have reviewed. It is a very efficient software system for the employees to use. CMI does lack functionality on the administrative side of it. Basically, it's not as easy to pull statistical reports as other software programs. The management and leadership of CMI has indicated that these issues are being addressed and should be dealt with during the next upgrade which should be out within a year.

ISSUES & FINACIAL IMPACTS:

1. Police Department – Recently, SHPD has been paying \$4850 per year for CMI software. Based upon the size of our Agency, this will increase to \$12,750 per year.
2. Police Department – Should SHPD elect to switch RMS/CAD software providers, additional fees associated with data migration would be incurred which has been estimated at between \$50,000 and \$100,000.

OPTIONS:

1. Do Not Authorize SHPD to enter into the contract with CMI.
2. Authorize SHPD to enter into the contract with CMI.

RECOMMENDATION:

Option #2. – Authorize SHPD to enter into the contract with CMI.



This Master Customer Agreement (“Agreement”), dated as of the Effective Date set forth above, is a legal agreement between CMI Software Corp. (“CMI”) and **SWEET HOME POLICE DEPARTMENT** (“Customer”), with offices located at 1950 Main St, Sweet Home, OR 97386.

Customer wishes to procure from CMI the products and services selected on an Order Form (defined below), and CMI wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement. Depending on which products and services Customer selects on an Order Form, this Agreement may include the following:

- Addendum 1:** Software Addendum
- Addendum 2:** Cloud Services Addendum
- Addendum 3:** Pricing Addendum
- Addendum 4:** Support Addendum

Each addendum is incorporated by reference.

NOW THEREFORE, in consideration of the mutual obligations and responsibilities of the parties, the total sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** The following capitalized terms shall have the meanings set forth below. Other capitalized terms used in this Agreement and/or the Addendums shall have the meanings associated with those terms as set forth in this Agreement and/or the applicable Addendum.
 - 1.1 **“Authorized User”** means those members of Customer’s workforce who are individually authorized by Customer to have access and to use the Products and Services solely for the purposes described in this Agreement.
 - 1.2 **“Cloud Services”** means the online, web-based applications and platform provided by CMI through which Customer accesses JusticeConnect SaaS and any other SaaS product provided by CMI, along with all enhancements, Upgrades, and extensions that may be provided by CMI from time to time.
 - 1.3 **“CMI”** means CMI Software Corp. and, as applicable, its affiliated companies.
 - 1.4 **“CMI Marks”** means any trademarks, service marks, service or trade names, logos, and other designations of CMI and its affiliates that CMI may make available to Customer in connection with this Agreement.
 - 1.5 **“CMI Materials”** means information, data, documents, and materials, including any deliverables, plans or reports, that are provided or generated by CMI or any subcontractor in connection with the Cloud Services, including System Data but excluding Customer Data.

- 1.6 **“Confidential Information”** means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and Personal Information, in each case whether or not marked, designated or otherwise identified as “confidential.”
- 1.7 **“Customer”** means the entity described in the opening paragraph of this Agreement and, as applicable, any other entity or agency receiving Products or Services from CMI, as identified in an Order Form or Addendum.
- 1.8 **“Customer Data”** means case photos, report PDFs and other data blob objects, criminal justice information, and other reports, files, data and other content, in any form or medium, that is collected from or generated or uploaded by Customer or an Authorized User, by or through the Cloud Services or any Customer Systems.
- 1.9 **“Documentation”** means the manuals, specifications and other documentation accompanying the Software or Cloud Services.
- 1.10 **“Harmful Code”** means information or materials that contain or activate any technology, including viruses or malware, that permits unauthorized access to or impedes the Cloud Services or CMI’s Systems, or prevents an Authorized User from accessing or using the Cloud Services.
- 1.11 **“Intellectual Property Rights”** means all patent rights, copyrights, trade secret rights, rights of publicity, and other intellectual property rights.
- 1.12 **“Order Form”** means a purchase order or other written or electronic document that is agreed by the parties and accepted by CMI, in which Customer specifies the Products and Services, and any specific modules or choice of features, requirements or restrictions. Each Order Form is part of this Agreement as though fully set forth in this document.
- 1.13 **“Process”** means to take action with respect to data, including to collect, store, compile, de-identify, copy, adapt, disseminate, transmit, and analyze (including predictive analytics). **“Processing”** and **“Processed”** have correlative meanings.
- 1.14 **“Products”** means CMI Software and Cloud Services.
- 1.15 **“Professional Services”** means the implementation, training, customization, enhanced support, consulting, and other professional services requested by Customer and provided by CMI.
- 1.16 **“Services”** means the Professional Services and/or Support Services provided by CMI.
- 1.17 **“Software”** means the software program(s) installed, downloaded, or otherwise acquired by Customer under this Agreement, in object code only; all related images, animations, video, audio, and other content incorporated in such software program; all Documentation; and all enhancements, Upgrades, Updates, modifications, revisions, copies and extensions that may be provided by CMI to Customer from time to time.
- 1.18 **“Support Services”** means the support services provided by CMI in accordance with the Support Addendum (Addendum 4).

- 1.19 “**System Data**” means all information, data and other content in the nature of system administrative data, statistical data, and operational information and data generated by or characterizing Customer’s or any Authorized User’s use of the Cloud Services.
- 1.20 “**Systems**” means IT infrastructure, including electronic systems and networks, whether operated directly by a party or through the use of third-party services.
- 1.21 “**Third Party Materials**” means software, information, data, documents, and materials relating to the Cloud Services that are not owned by CMI or Customer, including open-source components and insurance-related data obtained through the use of APIs.
- 1.22 “**Updates**” refers to releases in the Software that improve usability (identified by a version change to the right of the decimal point, e.g., 2.1.1 to 2.2.0), which are generally an accumulation of maintenance changes to the Software in response to resolutions of Customers’ service requests.
- 1.23 “**Upgrades**” refers to releases of the original Software (identified by a major version change to the left of the decimal point, e.g., 2.1.1 to 3.0), which add functionality.

2. AGREEMENT AND ORDERS.

- 2.1 **Order Forms.** Customer shall purchase and CMI shall provide, as applicable, the Products and Services pursuant to each Order Form. Each Order Form will be subject to and governed by the terms and conditions of this Agreement.
- 2.2 **Construction.** This Agreement and each Order Form contains the complete and exclusive agreement between CMI and Customer regarding the Products and Services and supersede any other proposals or agreements between the parties, whether written or oral.

3. FEES; PAYMENT TERMS.

- 3.1 **Fees; Fee Increases.** Customer shall pay CMI the fees described in the Pricing Addendum (Addendum 3). For all multi-year agreement terms, after the initial 12 month period, Fees are subject to increase at a rate not to exceed 3% annually or the CPI index (annually adjusted) rate, whichever is lower (the “Increase Cap”) by providing written notice to Customer at least 180 days before becoming effective. Following the initial period, CMI may increase the fees up to the Increase Cap no more than once annually by providing written notice to Customer at least 180 days before to becoming effective. “Read-Only” and “BASIC” license customers that have a single-year license term are subject to Fee increases at a rate not to exceed 10% annually.
- 3.2 **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, VAT, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on CMI’s income.
- 3.3 **Payment.** Undisputed Fees are due within 30 days after the date of CMI’s invoice. If Customer fails to make any undisputed payment when due then:
 - 3.3.1 CMI may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable law;

- 3.3.2 Customer shall reimburse CMI for all reasonable costs incurred by CMI in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and
- 3.3.3 if such failure continues for 60 days following CMI's written notice, CMI may either: (i) suspend performance of the Cloud Services until all undisputed past due amounts have been paid or (ii) terminate the Cloud Services and this Agreement, in either case, without liability to Customer.
- 3.4 **Expenses.** If Customer engages CMI for any Professional Services, Customer shall pay CMI's travel-related expenses including transportation fares (airfare, car rental, shuttle, parking fees, and other reasonable transportation expenses), lodging, and meals up to \$60 per day per person. CMI shall document all such expenses by receipts. CMI shall use its commercially reasonable efforts to obtain competitive rates for airfare and hotel rooms. CMI will limit all billable travel and travel-related expenses to Customer site or travel to another site at Customer's request. Travel-related expenses may be bundled into Professional Service charges if noted in the Order Form.
- 3.5 **No Deductions or Setoffs.** All amounts payable to CMI under this Agreement will be paid without any setoff or deduction (other than Service Credits issued under the Service Level Agreement).

4. CONFIDENTIALITY.

- 4.1 **Confidential Information.** In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party").
- 4.2 **Exclusions.** Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not under any obligation to maintain its confidentiality; or (d) was independently developed by the Receiving Party without reference to or use of any Confidential Information. As used in this Agreement, "Representatives" means, with respect to a party, that party's employees, officers, directors, consultants, subcontractors and legal advisors. Representatives also includes Customer's Authorized Users.
- 4.3 **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
 - 4.3.1 not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
 - 4.3.2 subject to **Section 4.4**, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's

obligations under this **Section 4.3**; and (iii) are bound by confidentiality obligations at least as protective as the terms in this Agreement;

4.3.3 safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its own confidential information and in no event less than a reasonable degree of care; and

4.3.4 ensure its Representatives' compliance with, and be responsible for any of its Representatives' non-compliance with, the terms of this **Section 4**.

4.4 **Compelled Disclosures.** If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then the Receiving Party shall promptly and before such disclosure, notify the Disclosing Party so that the Disclosing Party can seek a protective order. The Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

5. PROPRIETARY RIGHTS.

5.1 **CMI's Intellectual Property Rights.** All Intellectual Property rights in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the CMI in the course of performing the Services (collectively, the "**Deliverables**") will be owned by CMI. CMI hereby grants Customer a non-exclusive, non-transferable, non-sublicenseable, fully paid-up, royalty-free license to use all the Deliverables to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services. Any use of Third Party Materials, including open source components, is subject to the terms and conditions of the respective third party licenses, copies of which will be provided to Customer upon written request. Customer acknowledges that CMI utilizes Third Party Materials and third party services, including without limitation electronic storage provided by Microsoft Azure Government Cloud. CMI will be the exclusive owner of all Intellectual Property Rights in and to all "CMI Marks and CMI Materials. Except as expressly provided, nothing in this Agreement grants or licenses to Customer any Intellectual Property Rights in or to the Products or Services, CMI Materials, or Third Party Materials.

5.2 **Third Party Materials.** The Products or Services may contain Third Party Materials. Certain Third Party Materials are subject to additional third party license terms as specified by their respective licensors. By using the Third Party Materials, Customer agrees to comply with these additional third party terms for the benefit of the applicable licensor. CMI PROVIDES THIRD PARTY MATERIALS TO CUSTOMER "AS IS" and subject to all disclaimers in Section 10 below and all limitations of liability contained in Section 11 below.

6. WARRANTIES.

6.1 **Mutual Representations and Warranties.** Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing; and (b) it has the full right and authority to enter into and perform its obligations under this Agreement.

6.2 **Additional CMI Warranties.** CMI warrants that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

6.3 **Limited Software Warranty.** CMI warrants to Customer that its standard, generally supported Software (excluding beta code) and any associated Upgrades, when properly installed, will substantially conform to the functional specifications set forth in its Documentation, as it exists at the date of delivery of the Software, for a period of 30 days from such delivery date. Customer must notify CMI in writing of any nonconformity within the warranty period. CMI's entire liability and Customer's exclusive remedy shall be, at CMI's discretion, the repair or replacement of the Software that does not meet this limited warranty, provided Customer has otherwise complied with this Agreement, including Addendum 1.

6.3.1 **Exclusions.**

6.3.1.1 This warranty is not valid (a) if the Software has been subject to: (i) misuse or unauthorized use by Customer; (ii) modification, alterations or changes to the Software other than by CMI; or (iii) improper installation or maintenance of the Software by Customer or a third party; or (b) if the alleged non-conformity is the result of: (i) the operating environment in which the Software is being used; (ii) failures or defects in any third party hardware or software; or (iii) failures or outages of the Internet generally, or other causes outside of CMI's reasonable control.

6.4 **Warranty Limitations; Disclaimers.**

6.4.1 **General Disclaimer.** THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 6 ARE NOT TRANSFERRABLE AND MAY NOT BE ASSIGNED. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES PROVIDED BY CMI IN CONNECTION WITH THE PRODUCTS AND SERVICES. EXCEPT AS PROVIDED IN SECTION 6, (a) THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND (b) CMI AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY, OR ANY OTHER REPRESENTATIONS OR WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. CMI MAKES NO WARRANTY THAT THE SERVICES OR CMI MATERIALS WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION (SUBJECT TO THE SERVICE LEVEL AGREEMENT), ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD PARTY MATERIALS ARE PROVIDED "AS IS."

7. **LIMITATIONS OF LIABILITY.**

7.1 **EXCLUSION OF DAMAGES.** EXCEPT FOR THE EXCLUSIONS DESCRIBED IN **SECTION 7.3**, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT; (b) IMPAIRMENT, DELAY OR INABILITY TO USE THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS UNDER THE SERVICE LEVEL AGREEMENT, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY UNLESS CAUSED BY CMI'S GROSS NEGLIGENCE OR INTENTIONAL

MISCONDUCT, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE.

7.2 **CAP ON MONETARY LIABILITY.** EXCEPT FOR THE EXCLUSIONS DESCRIBED IN **SECTION 7.3**, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AGGREGATE FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.3 **Exceptions.** The exclusions and limitations in **Section 7.1** and **Section 7.2** do not apply to Customer's payment obligations or liability for either party's gross negligence or willful misconduct.

8. **FORCE MAJEURE.** CMI and its affiliates shall not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outage, utilities or telecommunications failures, denial-of-service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

9. **AUDIT AND CERTIFICATION.** CMI reserves the right to monitor use of the Products to ensure compliance with any applicable Order Forms, account limitations and other terms of the Agreement. If CMI determines that Customer is not in compliance with the Agreement, CMI reserves the right to take appropriate action including, but not limited to, increasing fees or suspension or cancellation of Customer's account. Within 30 days of a written request from CMI, Customer shall fully document and certify that Customer's use of Products conforms to this Agreement.

10. **MAINTENANCE AND SUPPORT.**

10.1 **For Products.** CMI's support obligations for Products is described in the Software Addendum (Addendum 1) and the Cloud Services Addendum (Addendum 2).

10.2 **For CMI Cloud Services.** CMI's obligations with respect to the maintenance and support of the CMI Cloud Services are set forth in the CMI Cloud Services Addendum.

11. **TERM AND TERMINATION.**

11.1 **Term.**

11.1.1 The term of the Agreement ("Term") will commence on the Effective Date and will remain in effect until terminated by Customer or CMI in accordance with Section 11.2 below.

- 11.1.2 If Customer purchases Cloud Services, the term of any Cloud Services subscriptions will commence on the date that Customer initially logs in to access the CMI Cloud Services and will continue for the subscription term specified in the Cloud Services Addendum (the "Subscription Term"), unless earlier terminated pursuant to this Agreement. Except as otherwise set forth in the applicable Order Form, all Cloud Services subscriptions will automatically renew for additional periods equal to the expiring Subscription Term, unless earlier terminated as set forth in this Agreement or either party gives written notice to the other of non-renewal at least 90 days before the end of the then-current Subscription Term.
- 11.1.3 If Customer purchases Software, the term of any Software licenses will commence and terminate on the dates specified in the Software Addendum (the "License Term"), unless earlier terminated pursuant to this Agreement. Except as otherwise set forth in the applicable Order Form, all License Terms will automatically renew for additional periods equal to the expiring License Term, unless earlier terminated as set forth in this Agreement or either party gives written notice to the other of non-renewal at least 90 days before the end of the then-current License Term.
- 11.2 **Termination.** In addition to any express termination right described in this Agreement:
 - 11.2.1 CMI may terminate this Agreement or any Addendum, effective on written notice to Customer, if Customer fails to pay any undisputed amount within 90 days after being due.
 - 11.2.2 Either party may terminate this Agreement or any Addendum, effective on written notice to the other party, if the other party:
 - 11.2.2.1 breaches this Agreement, and the breach: (A) is incapable of cure; or (B) is capable of cure, but remains uncured 120 days after the breaching party receives notice of the breach;
 - 11.2.2.2 becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - 11.2.2.3 files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject to any proceeding under any domestic or foreign bankruptcy or insolvency law; or
 - 11.2.2.4 makes a general assignment for the benefit of its creditors.
- 11.3 **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:
 - 11.3.1 all rights, licenses, consents and authorizations granted by CMI to Customer will terminate;
 - 11.3.2 except with respect to usage occurring during an Extraction Period, Customer shall immediately cease all use of any Products and CMI Materials and promptly return or destroy (at CMI's request), all documents and materials containing, reflecting, incorporating or based on CMI's Confidential Information;
 - 11.3.3 if Customer terminates this Agreement pursuant to **Section 11.2.2**, Customer shall pay fees until the effective date of termination; and

- 11.3.4 if CMI terminates this Agreement pursuant to **Section 11.2.1** or **Section 11.2.2**, all fees that would have become payable had the Agreement remained in effect until expiration of the Term will immediately be due.
- 11.3.5 Surviving Terms. The following provisions will survive any expiration or termination of this Agreement: Sections 4 (“Confidentiality”), 7 (“Limitations of Liability”), 11 (“Term and Termination”), 12 (“Indemnification”), and 13 (“Miscellaneous”).

12. INDEMNIFICATION.

- 12.1 CMI Indemnification. CMI shall indemnify, defend and hold harmless Customer and Customer’s officers, directors, employees, agents, permitted successors and permitted assigns (each, a “**Customer Indemnitee**”) from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (“**Losses**”) incurred by a Customer Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an “**Action**”) by a third party to the extent that such Losses arise from:
 - 12.1.1 any allegation that Customer’s use of the Products or Services (excluding Customer Data and Third Party Materials) in compliance with this Agreement infringes a U.S. Intellectual Property Right (subject to **Section 12.4**);
 - 12.1.2 a material breach of CMI’s representations or obligations under this Agreement; or
 - 12.1.3 CMI’s violation of applicable law; or
 - 12.1.4 gross negligence, recklessness or willful misconduct by CMI in connection with this Agreement.

The foregoing obligations do not apply to any Action or Losses arising out of or relating to any: (i) access to or use of the Products, Services or CMI Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in by CMI; (ii) modification of the Products or CMI Materials other than by (or authorized by) CMI; (iii) failure to timely implement any Upgrades or Updates made available to Customer; or (iv) any act, omission or other matter described in **Section 12.2**.

- 12.2 Customer Indemnification. Customer shall indemnify, defend and hold harmless CMI and its officers, directors, employees, agents, successors and assigns (each, an “**CMI Indemnitee**”) from and against any and all Losses incurred by an CMI Indemnitee in connection with any Action by a third party to the extent that such Losses arise out of any:
 - 12.2.1 Customer Data, including any Processing of Customer Data by or on behalf of CMI in accordance with this Agreement;
 - 12.2.2 any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Customer or any Authorized User, including CMI’s compliance with any directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by CMI;

- 12.2.3 a material breach of Customer’s representations or obligations under this Agreement;
 - 12.2.4 Customer’s violation of applicable law; or
 - 12.2.5 gross negligence, recklessness or willful misconduct by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.
- 12.3 **Indemnification Procedure.** Each party shall promptly notify the other party of any Action. The party seeking indemnification (the “**Indemnitee**”) shall cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of any Action. The Indemnitee’s failure to perform any obligations under this **Section 12.3** will not relieve the Indemnitor of its indemnity obligations unless Indemnitor can demonstrate that it has been materially prejudiced.
- 12.4 **Mitigation.** If any of the Products or CMI Materials are, or in CMI’s opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer’s use of the Products or CMI Materials is enjoined or threatened to be enjoined, CMI may, at its option and sole cost and expense:
- 12.4.1 obtain the right for Customer to continue to use the Products and CMI Materials;
 - 12.4.2 modify or replace the Products and CMI Materials, in whole or in part, to seek to make the Products and CMI Materials (as so modified or replaced) non-infringing, while providing equivalent features and functionality; or
- 12.5 by written notice to Customer, terminate this Agreement, provided that Customer will be entitled to a pro rata refund of prepaid Fees for unused Products.

13. MISCELLANEOUS.

- 13.1 **Regulatory Compliance.** Customer is responsible for ensuring continued regulatory compliance, including CJIS security policy and regulations pertaining to security of Customer’s Systems. CMI will execute a CJIS security addendum with Customer, and provide documentation that certified training compliance has been completed by CMI support staff.
- 13.2 **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 13.3 **Notices.** All notices under this Agreement will be in writing and delivered to the addresses in the introductory clause of this Agreement. Each notice will be deemed to have been received by the party to which it was addressed: (i) when delivered if delivered personally, (ii) when received by the addressee if sent by overnight courier, (iii) on the fifth business day after the date of mailing if sent by certified mail, or (iv) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

- 13.4 **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 13.5 **Entire Agreement.** This Agreement, together with any other documents referenced, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, written or oral, with respect to such subject matter. If there is an inconsistency among this Agreement and any referenced document, the following order of precedence governs: (a) first, the attachments to this Agreement; (b) second, this Agreement, excluding its attachments; and (c) third, any other documents linked or referenced in this Agreement.
- 13.6 **Assignment.** CMI may assign this Agreement without restriction. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by change of control or operation of law or otherwise, without CMI's prior written consent, which shall not be unreasonably withheld. For purposes of the preceding sentence, any merger, or consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) or any sale or exchange of more than 50% of the outstanding equity of Customer or its affiliates or sale of substantially all of Customer's assets will be deemed an assignment for which CMI's prior written consent is required. Any purported assignment, delegation or transfer in violation of this **Section 13.6** is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 13.7 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties and their respective permitted successors and permitted assigns. This Agreement does not confer upon any other Person any legal or equitable right, benefit or remedy of any nature.
- 13.8 **Amendment and Modification; Waiver.** No waiver, amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver of any violation or nonperformance of this Agreement in one instance will be deemed to be a waiver of any subsequent violation or nonperformance.
- 13.9 **Severability.** If any term or provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 13.10 **Disputes.** The rights and liabilities of the parties arising out of or relating to this agreement will be governed by the laws of the State of Oregon, exclusive of choice of law remedies. Any litigation between the parties will be conducted exclusively in state or federal courts in Oregon. The prevailing party in any litigation arising out of or relating to this agreement will be entitled to recover all reasonable attorneys' fees and other expenses (in addition to statutory "costs" of litigation), including attorneys' fees and expenses in connection with any trial, appeal, or petition for review.
- 13.11 **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ACCEPTED AND AGREED as of the Effective Date by the following authorized representatives of the parties:

CMI

CUSTOMER

By: _____

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Addendum 1

Software Addendum

This Software Addendum governs the use of any Software licensed by Customer under the Agreement, and is in addition to any rights granted to or obligations imposed on Customer under the Agreement. If Customer purchases a license for the Software under an Order Form, the following additional terms and conditions apply:

1. **License.** Subject to and conditioned on Customer's payment of fees and compliance with this Agreement, CMI hereby grants Customer a non-exclusive, non-sublicenseable, and non-transferable license during the Term to: (i) use the Software solely for Customer's internal business purposes, up to the number of Authorized Users set forth in an Order Form; and (ii) use and make a reasonable number of copies of the Documentation solely for Customer's internal business purposes in connection with Customer's use of the Software. Customer may make one copy of the Software solely for back-up, disaster recovery, and testing purposes.
2. **Basic Licenses.** In the event Customer selects the "Basic" license on the Order Form, then Customer has no right to receive Updates or Upgrades and the limited warranty in Section 6.3 of the Agreement does not apply.
3. **Authorized Users.** The total number of Authorized Users will not exceed the number set forth in an Order Form, except as expressly agreed to in writing by the parties and subject to an adjustment of license fees. Customer shall provide the results of annual self-audit reports to CMI within 30 days before the expiration of each annual term. Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.
4. **Use Restrictions.** Customer shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Addendum. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
5. **Support.** All tiers of Software except for "Basic" includes standard support services, described in the Support Addendum (Addendum 4). Basic licenses may purchase support services for an additional fee.

Addendum 3
Pricing Addendum

Software and Cloud Services Fees

All fees are annual

	BASIC	ESSENTIAL	ASSURANCE
Justice RMS Server License	\$ 2,750.00	\$ 4,950.00	\$ 6,875.00
CAD Server License	\$ 2,500.00	\$ 4,500.00	\$ 6,250.00
Civil Server License	\$ 450.00	\$ 810.00	\$ 1,125.00
JIMS Server License	\$ 1,950.00	\$ 3,510.00	\$ 4,875.00
JusticeLite Legacy Use-License (support discontinued)	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
Multi-Agency License (per RMS agency)	\$ 750.00	\$ 1,650.00	\$ 2,250.00
Workstation License (5 device pack)	\$ 500.00	\$ 1,100.00	\$ 1,800.00
Workstation License (1 device)	\$ 150.00	\$ 300.00	\$ 500.00
JusticeConnect SaaS		\$ 9,600.00	\$ 9,600.00
JusticeConnect eCitations		\$ 1,900.00	\$ 1,900.00
JusticeConnect FEMS (per FIRE/EMS agency)		\$ 1,000.00	\$ 1,000.00

Professional Services Fees

JusticeConnect Configuration Services

\$7,500

Required custom configuration of software on Customer's premise Microsoft SQL Justice Database Schema and app service setup. Includes installation of the required SSL Certificates to comply with FIPS140-2 encryption for in-transit communication from the Justice Apps to the JusticeConnect SAAS Server Platform. Includes FORCECOM LEDS SERVER API LICENSE AND SETUP SERVICES

JusticeConnect eCitation Configuration Services

\$8,500

Required custom configuration of software on Customer's premise Microsoft SQL Justice Database Schema and app service setup to include offense filtering, court scheduling and service integrations.

Custom Programming / Integration Services

\$150.00/hour (2 hour minimum)

Labor exceeding the scope of the support and software setup agreement may be engaged in an hourly-based contract to perform custom programming and connections for 3rd party data consumption, data aggregation, external GIS system connections via WFS and GeoJSON, or other to be defined services.

Onsite Service

\$1,250.00 per day + travel

Any onsite visit required to provide end-user support, Justice RMS/ CAD/ JIMS/ CIVIL Server support services, consultation services or other professional services is charged based on a flat day-rate.

Onsite Training Services

\$1,250.00 per day + travel

Any onsite visit required to provide end-user training is charged based on a flat day-rate.

Online Training Services (included with Assurance)

\$200 per online individual or group based training session

Major Version Upgrade Services (included with Assurance)

\$15,000 for primary agency

\$12,000 per-agency for each "Multi-Agency" member

This is a "not-to-exceed" amount to provide major software version upgrade services. Includes project management, data schema upgrades, data translation services, "test environment" deployment, remote installation of production software, support services, end-user training and IT environment support. Actual amount may be less based on deployment scenario, number of users and software products deployed. This "not-to-exceed" amount does not include "Onsite Service" which if required will be billed in addition based on the contracted flat day-rate.

Support Services

JusticeConnect SaaS – Annual / Support/ App Updates

\$9,600 / Annual Per-Agency

Access to iOS, Android and Web-Based mobility software apps with unlimited use for all CMI agency-specific users. Web Portal for Password Updates, CJIS Audit Reporting, and Visual Reporting. Includes new features as developed.

Support 5-Pack (Basic license package only)

Labor for support services required during Monday-Friday (8am – 5pm) will be charged per-incident calculated with the use of "Support 5-Packs" at the rate of \$750.

After-Hours Support

Labor for end-user support services, or Justice RMS/ CAD/ JIMS/ CIVIL Server support services required outside of Monday-Friday (8am – 5pm) will be billed at a minimum per-incident rate of \$300. Each additional hour of labor after the initial first hour will be billed at \$200/hour. *After-Hours Support requests are initiated by contacting the 800 number listed within your Support Addendum.*

SQL Server Database Support (included with Assurance)

Labor for support services required to update database schema, perform backup or recovery of data, migrate or export of data and any lookup table updates/additions during Monday-Friday (8am – 5pm) will be billed at \$150/hour.

Addendum 4
Support Addendum

1. **User Support Services:** Depending on the license tier, CMI will provide Support Services as described below:

TIER-SPECIFIC SUPPORT SERVICES

Included Rights-to-Use and Support Services	BASIC	ESSENTIAL	ASSURANCE
Rights-to-Use License			
Software Version Upgrade Licenses Included			
Software Administrative Support Tasks Included			
Same-Day Response Provided in SLA (Service Level Agreement)			
Software End-User Support Services (during business hours)			
Online Individual/ Group Training Services			
SQL Server Database Management Services			
Upgrade and Migration Services to Justice Next SAAS Platform			
Onsite Software Deployment Services for Major Version Upgrades			

“Basic” license tiers must purchase Support Services separately.

a. Support Contact Information.

Upon encountering an issue or bug, contact will be made to CMI via established communication channels.

Within App:	Support Form within JusticeConnect App	
Email:	support@cmisoftware.com	
Phone:	Monday-Friday / 8:00am – 5:00pm (PST) After-hours support hotline	(503) 223-3089 (833) 264-2497

2. Exclusions. For the services contemplated in this Agreement, the following are excluded: after-hours support, custom software programming, 3rd party vendor support, CJIS auditing services, computer network system consulting and Azure Cloud Storage costs associated with storage and synchronization of agency file and media assets.

Fees. The fees for excluded or out-of-tier Services are billed hourly at the rate described in the Pricing Addendum.



Order Form No. 180612-1

This Order Form (this "Order Form") is executed by and between CMI and Customer on December 13, 2018 ("Order Effective Date"). This Order shall be incorporated in and governed by the terms of Master Customer Agreement between CMI and Customer.

Annual Software-Use Licenses with Support

License Level: **Essential**

Term: 3 Years (January 1, 2019 – December 31, 2021)

Product/Service	Qty	Agency Name	Fee	Total
JUSTICE RMS	1	SWEET HOME PD	\$4,950	\$4,950
CAD SERVER	1	SWEET HOME PD	\$4,500	\$4,500
Workstations (5)	3	SWEET HOME PD	\$1,100	\$3,300

Annual Recurring Total

\$12,750.00

Payment Terms

Billed annually starting July 2018.

CMI

CUSTOMER

By: _____

By: _____

Typed Name: Chris Womack

Typed Name: _____

Title: President

Title: _____

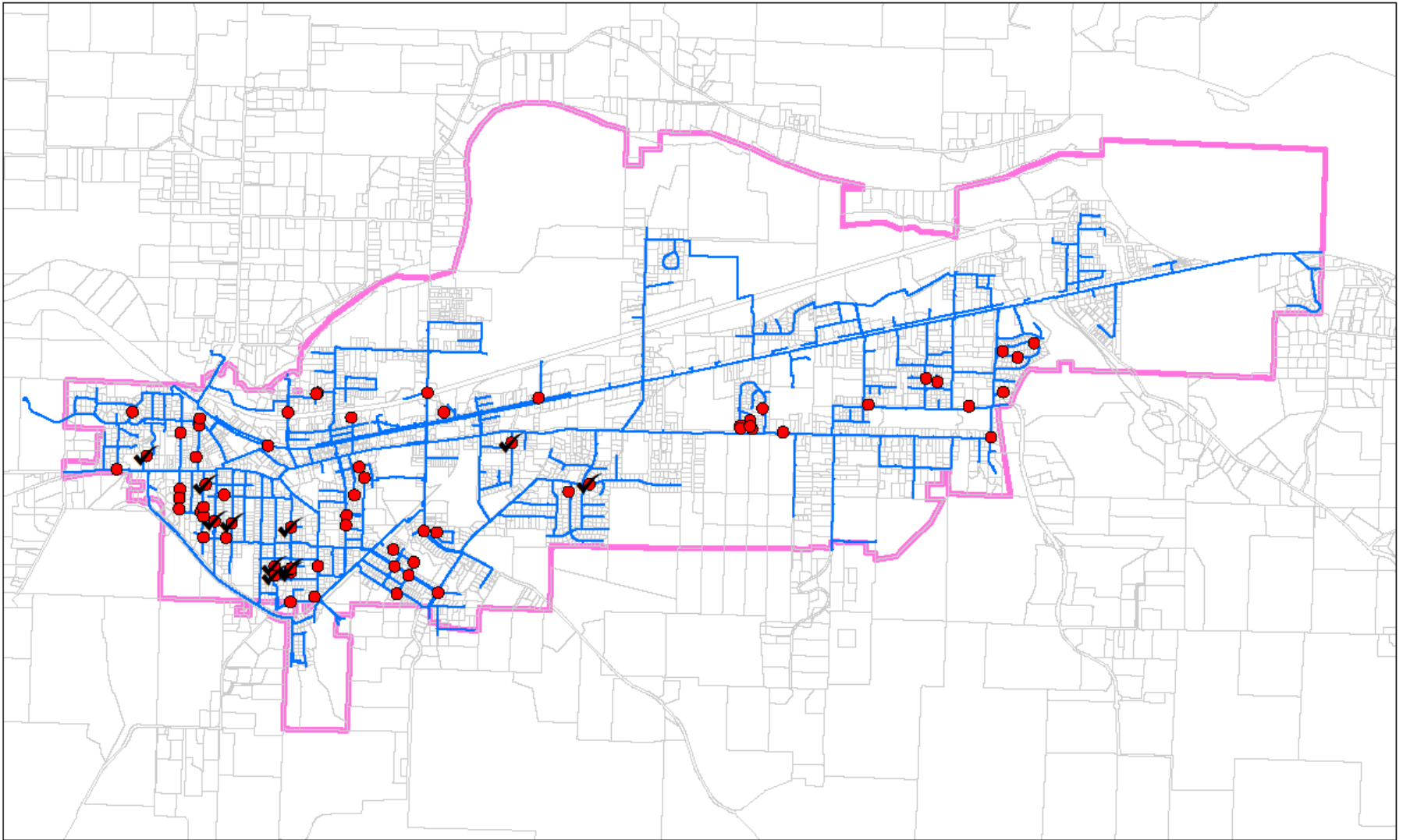


City of Sweet Home Water Distribution Leaks/Repairs Update

Greg Springman
Public Works Director, City of Sweet Home

Water Leak/Loss Update

- ▶ Since June 1, 2018, Public Works staff have made 28 water repairs, including 10th Ave. Reservoir.
- ▶ American Leak Detection as identified 68 water leaks.
- ▶ Staff has completed 15 water repairs identified by American Leak Detection to date.
- ▶ Estimated water loss – 90,000 gals/day saved to date by repairs.



Water Leak Detection Results with repairs made to date

1/8/2019

14th Avenue and Kalmia Street (Service Leak)



Before Repair



After Repair

Juniper Street and 29th Avenue (Service Leak)



Before Repair



Repair Exposed

23rd Avenue and Long Street (Main Leak)



Before Repair



After Repair

9th Avenue and Grape Street (Main Leak)



Before Repair

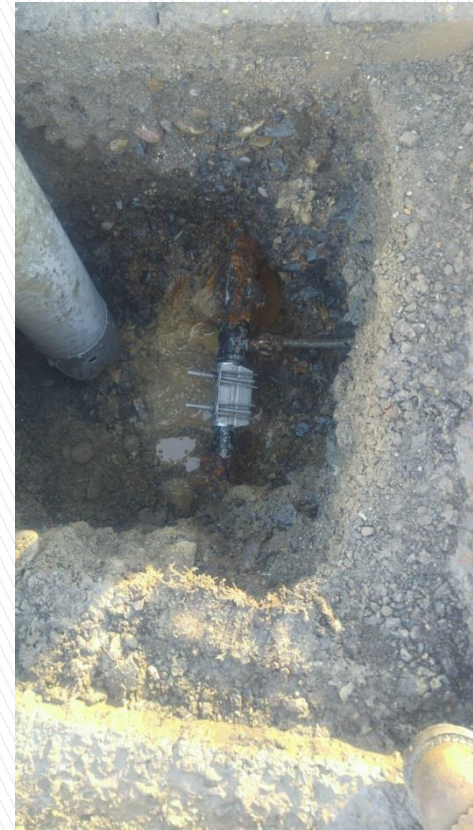


After Repair

9th Avenue and Cedar Street (Main Leak) Again.....



Before Repair



After Repair

Highway 228 and Evergreen (Main Valve Leak)

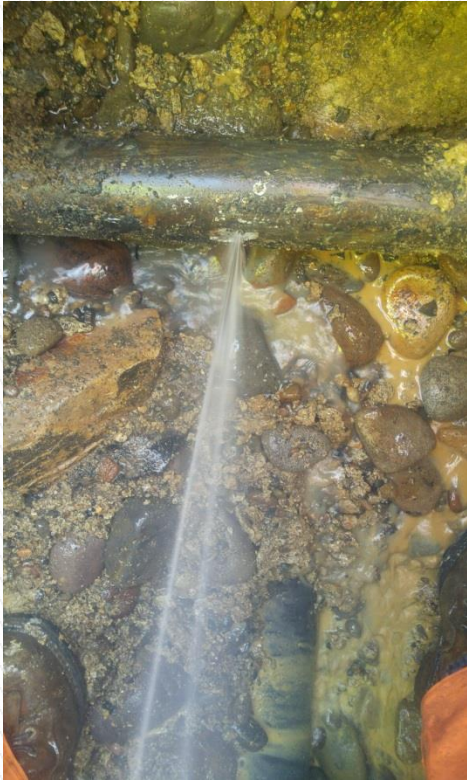


Before Repair



After Repair

8th Avenue and Dogwood (Main Leak)



Before Repair



After Repair

Juniper Street (Main Leak)



Before Repair



After Repair

8th Avenue (Main Leak)



Before Repair



After Repair

4th Avenue (Main Leak)



Before Repair



After Repair

5th Avenue (Main Leak)



Before Repair

After Repair

Questions ?



CITY OF SWEET HOME
Quarterly Projections

(Unaudited, non-GAAP, For projection purposes only)

As of December 31, 2018
For the Fiscal Year Ended June 30, 2019

	Year-to-Date				Budget		Projections			Notes
	YTD Actual	YTD as a % of Projected	% chg Current/ Prior YTD	Notes	Prior Yr. Actual	Adopted Budget	Projected 6/30/2019	Variance from Adp. Budget	Chg since Prior Report	
Executive										
Other	0	n/a	n/a		0	0	0	0	0	
Total Revenues	0	n/a	n/a		0	0	0	0	0	
Personnel Services	(131,513)	50%	5%		(256,739)	(260,598)	(260,598)	0	0	
Materials, Services & Capital	(21,969)	2%	-15%		(47,165)	(1,255,989)	(1,255,989)	0	0	
Total Expenditures	(153,482)	10%	1%		(303,903)	(1,516,587)	(1,516,587)	0	0	
Net from Operations	(153,482)				(303,903)	(1,516,587)	(1,516,587)	0	0	
Finance										
Fees	78,526	50%	18%	(1)	177,777	155,612	155,612	0	0	
Other	1,726	6%	-87%	(2)	31,233	28,535	28,535	0	0	
Total Revenues	80,252	44%	1%		209,011	184,147	184,147	0	0	
Personnel Services	(279,074)	51%	-4%		(603,553)	(582,312)	(548,570)	33,742	0	
Materials, Services & Capital	(56,411)	44%	14%	(3)	(119,944)	(128,950)	(128,950)	0	0	
Total Expenditures	(335,485)	50%	-1%		(723,497)	(711,262)	(677,520)	33,742	0	
Net from Operations	(255,234)				(514,487)	(527,115)	(493,373)	33,742	0	
Community & Economic Development										
Fees	9,219	45%	34%	(4)	15,247	12,420	20,413	7,993	7,993	(4)
Other	85,022	31%	6%	(5)	180,596	150,023	274,147	124,124	55,467	(5)
Total Revenues	94,241	32%	8%		195,843	162,443	294,560	132,117	63,460	
Personnel Services	(184,280)	50%	21%		(328,725)	(486,124)	(368,746)	117,378	(19,129)	(6)
Materials, Services & Capital	(73,221)	28%	260%	(7)	(55,856)	(611,302)	(258,841)	352,461	352,461	(8)
Total Expenditures	(257,501)	41%	49%		(384,581)	(1,097,426)	(627,587)	469,839	333,331	
Net from Operations	(163,260)				(188,738)	(934,983)	(333,027)	601,956	396,791	
Library										
Property Taxes	384,722	93%	18%	(9)	351,762	381,043	413,202	32,159	24,614	(9)
Fees	2,497	45%	5%		4,731	5,500	5,500	0	2,127	
Other	8,124	74%	51%	(10)	23,674	5,000	11,000	6,000	6,000	(10)
Total Revenues	395,344	92%	18%		380,167	391,543	429,702	38,159	8,127	
Personnel Services	(102,973)	49%	26%		(170,808)	(208,567)	(208,567)	0	0	
Materials, Services & Capital	(60,536)	21%	21%		(108,251)	(289,708)	(289,708)	0	0	
Total Expenditures	(163,509)	33%	24%		(279,059)	(498,275)	(498,275)	0	0	
Net from Operations	231,835				101,109	(106,732)	(68,573)	38,159	8,127	

CITY OF SWEET HOME
Quarterly Projections

(Unaudited, non-GAAP, For projection purposes only)

As of December 31, 2018
For the Fiscal Year Ended June 30, 2019

	Year-to-Date				Budget		Projections			
	YTD Actual	YTD as a % of Projected	% chg Current/ Prior YTD	Notes	Prior Yr. Actual	Adopted Budget	Projected 6/30/2019	Variance from Adp. Budget	Chg since Prior Report	Notes
Police										
Property Taxes	2,589,346	93%	18%	(9)	2,364,203	2,567,909	2,779,041	211,132	153,803	(9)
Fees	90	30%	-36%		695	300	300	0	0	
Other	25,004	26%	-62%	(2)	149,959	94,431	94,431	0	0	
Total Revenues	<u>2,614,440</u>	91%	16%		<u>2,514,857</u>	<u>2,662,640</u>	<u>2,873,772</u>	211,132	0	
Personnel Services	(1,047,319)	50%	-6%		(2,205,566)	(2,219,878)	(2,105,765)	114,113	0	
Materials, Services & Capital	(135,102)	31%	-11%	(11)	(301,563)	(433,584)	(433,584)	0	0	
Total Expenditures	<u>(1,182,421)</u>	47%	-6%		<u>(2,507,129)</u>	<u>(2,653,462)</u>	<u>(2,539,349)</u>	114,113	0	
Net from Operations	<u>1,432,019</u>				<u>7,727</u>	<u>9,178</u>	<u>334,422</u>	<u>325,244</u>	<u>0</u>	
PW Parks										
Fees	0	n/a	n/a		0	0	0	0	0	
Other	779	53%	-46%		2,791	3,166	1,459	(1,707)	(1,707)	
Total Revenues	<u>779</u>	53%	-46%		<u>2,791</u>	<u>3,166</u>	<u>1,459</u>	<u>(1,707)</u>	<u>(1,707)</u>	
Personnel Services	(99,040)	51%	78%		(129,853)	(195,927)	(195,927)	0	0	
Materials, Services & Capital	(91,419)	34%	693%	(12)	(53,314)	(270,486)	(270,486)	0	0	
Total Expenditures	<u>(190,459)</u>	41%	184%		<u>(183,167)</u>	<u>(466,413)</u>	<u>(466,413)</u>	<u>0</u>	<u>0</u>	
Net from Operations	<u>(189,680)</u>				<u>(180,376)</u>	<u>(463,247)</u>	<u>(464,954)</u>	<u>(1,707)</u>	<u>(1,707)</u>	
PW Water										
User Fees	1,283,067	54%	8%		2,109,892	2,367,349	2,367,349	0	0	
Fees	40,589	64%	7%		63,459	10,250	63,459	53,209	0	
Other	865	50%	322%		780	0	1,730	1,730	1,730	
Total Revenues	<u>1,324,522</u>	54%	8%		<u>2,174,131</u>	<u>2,377,599</u>	<u>2,432,538</u>	<u>54,939</u>	<u>1,730</u>	
Personnel Services	(205,374)	50%	21%		(332,759)	(445,031)	(412,712)	32,319	32,319	(13)
Materials, Services & Capital	(293,523)	20%	-21%		(849,818)	(1,480,640)	(1,480,640)	0	0	
Debt	(501,216)	100%	1%		(498,591)	(501,216)	(501,216)	0	0	
Total Expenditures	<u>(1,000,112)</u>	42%	-4%		<u>(1,681,168)</u>	<u>(2,426,887)</u>	<u>(2,394,568)</u>	<u>32,319</u>	<u>32,319</u>	
Net from Operations	<u>324,409</u>				<u>492,964</u>	<u>(49,288)</u>	<u>37,970</u>	<u>87,258</u>	<u>34,049</u>	

CITY OF SWEET HOME
Quarterly Projections

(Unaudited, non-GAAP, For projection purposes only)

As of December 31, 2018
For the Fiscal Year Ended June 30, 2019

	Year-to-Date				Budget		Projections			Notes
	YTD Actual	YTD as a % of Projected	% chg Current/ Prior YTD	Notes	Prior Yr. Actual	Adopted Budget	Projected 6/30/2019	Variance from Adp. Budget	Chg since Prior Report	
PW Wastewater										
User Fees	1,470,293	47%	21%		2,674,840	3,108,772	3,108,772	0	0	
Fees	11,339	39%	-23%		24,703	13,500	29,104	15,604	0	
Other	0	0%	n/a		0	2,000,000	708,725	(1,291,275)	(1,291,275)	(14)
Total Revenues	1,481,632	39%	20%		2,699,543	5,122,272	3,846,601	(1,275,671)	(1,291,275)	
Personnel Services	(165,342)	54%	-23%		(405,733)	(307,014)	(307,014)	0	0	
Materials, Services & Capital	(554,220)	35%	46%		(825,207)	(1,578,285)	(1,578,285)	0	0	
Debt	(259,782)	30%	-40%	(15)	(881,177)	(877,769)	(877,769)	0	0	
Total Expenditures	(979,344)	35%	-5%		(2,112,116)	(2,763,068)	(2,763,068)	0	0	
Net from Operations	502,288				587,427	2,359,204	1,083,533	(1,275,671)	(1,291,275)	
PW Storm										
User Fees	31,360	51%	2%		61,951	61,962	61,962	0	0	
Fees	0	n/a	n/a		0	0	0	0	0	
Other	0	0%	n/a		0	1,616	1,616	0	0	
Total Revenues	31,360	49%	2%		61,951	63,578	63,578	0	0	
Personnel Services	(48,580)	76%	31%	(16)	(73,783)	(63,891)	(63,891)	0	0	
Materials, Services & Capital	0	0%	-100%		(4,490)	(61,930)	(61,930)	0	0	
Total Expenditures	(48,580)	39%	30%		(78,273)	(125,821)	(125,821)	0	0	
Net from Operations	(17,220)				(16,322)	(62,243)	(62,243)	0	0	
PW Streets										
Gas Tax	371,427	56%	59%		482,445	658,843	658,843	0	0	
Other	3	0%	-98%		180	13,479	13,479	0	0	
Total Revenues	371,430	55%	59%		482,625	672,322	672,322	0	0	
Personnel Services	(151,137)	40%	-4%	(16)	(299,110)	(379,776)	(379,776)	0	0	
Materials, Services & Capital	(73,066)	8%	11%		(115,468)	(894,100)	(894,100)	0	0	
Total Expenditures	(224,204)	18%	0%		(414,578)	(1,273,876)	(1,273,876)	0	0	
Net from Operations	147,227				68,047	(601,554)	(601,554)	0	0	

CITY OF SWEET HOME
Quarterly Projections

(Unaudited, non-GAAP, For projection purposes only)

As of December 31, 2018
For the Fiscal Year Ended June 30, 2019

	Year-to-Date				Budget		Projections			Notes
	YTD Actual	YTD as a % of Projected	% chg Current/ Prior YTD	Notes	Prior Yr. Actual	Adopted Budget	Projected 6/30/2019	Variance from Adp. Budget	Chg since Prior Report	
Non-Departmental										
Property Taxes	619,253	90%	5%		636,835	672,294	690,743	18,449	0	
Fees	239,691	35%	6%		667,664	602,963	678,686	75,723	75,723	(17)
Other	208,244	39%	-16%		554,346	533,765	533,765	0	0	
Total Revenues	<u>1,067,188</u>	<u>56%</u>	<u>0%</u>		<u>1,858,846</u>	<u>1,809,022</u>	<u>1,903,194</u>	<u>94,172</u>	<u>75,723</u>	
Personnel Services	(69,490)	49%	126%		(61,436)	(140,903)	(140,903)	0	0	
Materials, Services & Capital	(489,178)	64%	9%		(774,974)	(769,914)	(769,914)	0	0	
Total Expenditures	<u>(558,668)</u>	<u>61%</u>	<u>16%</u>		<u>(836,410)</u>	<u>(910,817)</u>	<u>(910,817)</u>	<u>0</u>	<u>0</u>	
Net from Operations	<u>508,520</u>				<u>1,022,435</u>	<u>898,205</u>	<u>992,377</u>	<u>94,172</u>	<u>75,723</u>	

Notes:

- (1) Court fees have increased 24% over the prior year. No increase anticipated in total projected revenue.
- (2) Current year other revenue less than prior year due to timing of interest distributions. Awaiting completion of annual audit prior to interest distributions.
- (3) Current year Materials, Services and capital higher than prior year due to increase in Springbrook annual payments.
- (4) Planning fees increased 44% over the prior year resulting in an increase in the projected increase in Fees Revenue.
- (5) Building Permits have increased 12% over the prior year resulting in an increased projection for the fiscal year. |
- (6) Additional savings in CED Personnel Services due to the hiring of an Associate Planner vs the budgeted Planning Services Manager and savings in group insurance rates.
- (7) Current year Materials, Services and Capital higher than prior year due to payments to NW Code Professionals for Building Inspections, CEIP and office equipment needs.
- (8) Projected spending reduced due to anticipated spending on the Community Exterior Improvement Program. | |
- (9) Property taxes increased 14% from prior year due to the lessening of compression as property rates rise within the city.
- (10) Projected revenue in Library Other Revenue increased due to the receipt of grants not previously budgeted. | |
- (11) Materials, Services and Capital burn rate lower than prior fiscal years. Anticipating purchase of replacement radios for the Police Department not figured in five-year average.
- (12) Parks spending in current year higher than prior year due to including Parks in Public Works general expenses and Parks projects planned for current year.
- (13) Projected Personnel Services expense reduced due to savings in group insurance rates amongst employees. | |
- (14) Projected Wastewater Other Revenue reduced due to timing of draw down of lottery funds for the Wastewater Treatment Plant. Remaining \$1.3 million to be received in FY20.
- (15) Current year Wastewater Debt expense lower than prior year due to timing of debt payments. | |
- (16) Storm Personnel Services burn rate and current year expense higher than prior years due to incorrect distribution of employee wages. Correction anticipated for future quarters.
- (17) Non-Departmental Projected Fees Revenue increased due to higher receipt in current year of franchise fees. | |

SWEET HOME CITY COUNCIL
ADMINISTRATION & FINANCE COMMITTEE MEETING MINUTES

January 15, 2019

The meeting of the Administration and Finance Committee was called to order at 5:30 p.m. in the City Hall Annex.

Staff Present: City Manager Ray Towry, City Engineer Joe Graybill and Recording Secretary Julie Fisher

Committee Present: Councilor Goble, Mayor Mahler (Alternate Committee Member), Councilor Trask

Committee Absent: Councilor Gerson

The purpose of the Administration, Finance and Property Committee meeting was to interview and rank the candidates for the Planning Commission and discuss the HVAC at the new City Hall.

Six candidates submitted applications for three vacancies on the Planning Commission. Four of the applicants were available to interview. Each applicant was asked the same series of questions. The committee members ranked each applicant based upon their answers to the questions of the Planning Commission duties. The committee's recommendation will be submitted to City Council during their regular meeting on January 22, 2019 for appointment.

City Engineer Joe Graybill spoke to the committee on a proposed change order for a Variable Refrigerant Flow (VRF) Distributed Heat Exchange System. He explained there is a higher initial cost, however there is a significant return over time. City Engineer Graybill explained the additional change order cost of \$37k for equipment, \$10k for materials and \$2k for labor. The total change order is \$51,191.00. The committee discussed different options and by consensus gave approval for the City Manager to move forward however asked that staff would verify if 5 units were needed or if 4 would be enough and to see if there could be any additional savings.

With no further business the meeting adjourned at 7:04 p.m.

The foregoing is a true copy of the proceedings of the City Council Administration and Finance meeting on January 15, 2019.



CITY OF SWEET HOME PARK AND TREE COMMITTEE Minutes

December 19, 2018; 8:30 a.m.
City Hall Annex, 1140 12th Avenue
Sweet Home, OR 97386

Call to Order 8:30 AM

Roll Call of Park and Tree Committee Members:

Lance (Wally) Shreves, Chairperson
Lena Tucker, Vice-Chair (Excused)
Alice Smith, Vice-Chair
Nancy Patton (Excused)
Bob Dalton
Debra Sue Northern
Council Representative Dave Trask
Staff: Angela Clegg, Associate Planner; Jerry Sorte, CEDD Director; Joe Graybill, Staff Engineer

Approval of Minutes

October 17, 2018 – Motion to Approve: Debra Sue Northern
Motion Second: Bob Dalton
Aye: 4
Nay: 0
Absent: 2

November 14, 2018 Meeting canceled due to improper noticing

Time Reports

No time reported

Public Comment. This is an opportunity for members of the public to address the Park and Tree Committee on topics that are not listed on the agenda.

No public comments

Oregon Parks and Recreation Department Grant

Jerry Sorte, CEDD Director gave a brief overview referring to the Park Improvement Grant Memorandum (in attached packet). Sorte has included in the packet the list of past grant recipients for the Committee members to review and compare with the grant the City is proposing to submit. Sorte visited a park in Joseph, Oregon. It was a beautiful park. Joseph reached out to businesses and community members for support and donations. There were plaques on the play structures with the names of the individuals that donated to the project.

Sorte posed the question to the Committee as to whether they support moving forward, and what the project will be. Sorte gave the Committee some options: finish Sankey, and/or Strawberry Park development, etc. Those two parks were chosen because the city went through a community planning process with both of those parks. Sorte also provided some questions in the packet memo for the Committee to consider (in attached packet).

Angela Clegg, Associate Planner gave a brief explanation of the grant, and what Staff would like to recommend using the grant for. She posed the question to the Committee as to how much of the City Parks budget should be used toward the required 40% match. Clegg briefly discussed what the role of the Committee would be during the grant process. Sorte stated that the staff is

very supportive of this grant and process, but we really need community buy in. If 250 people donated \$5, that is 250 community member's supporting it.

Bob Dalton asked what percentage of the city's budget would be used as match. Debra asked about what to do when they start getting money. Sorte explained that staff will have that all written out when we are ready to go. Chairman Shreves asked about using the private donation money for the project and as match. Sorte explained that staff would have to contact the donor and see if they are willing to be flexible with this fund.

The Committee voted unanimously to move forward with the grant and use the funds for finishing Sankey Park. They will create a focused Sub-Committee, consisting of no more than 3 members to work with staff on the grant writing and donor solicitation. Bob Dalton, Wally Shreves, and Debra Sue Norton volunteered to be the Sub-Committee.

Clegg will start a draft to present to the City Council during the second meeting in January, and work with the Sub-Committee to create a plan for donations and in-kind services. Clegg asked the Committee to think about ways to reward donors within the park.

There was continued discussion about the deadlines, match amounts, presentation to the City Council. The subcommittee will refine the amount and the process for soliciting the donations and sponsors. There was also discussion about different ways to award donors which will be refined as the process moves along.

Capital Budget Review and Recommendation

Sorte referenced the memo regarding the budget. One of the Park and Tree Committee's responsibilities is to review the budget for the next fiscal year. Sorte explained the draft capital budget for the group to review. Explained how we are trying to get into a 5-year plan. Focus on the 19-20 budget.

The grant informs the discussion about the budget. We discussed the grant first so that the committee could have a discussion as to whether they would like to move some of the Sanky project into the first year column to add to the scope of work for the grant. Sorte would like to get some feedback either today or in the near future.

Councilman Trask asked about the lighting items. Touch base with energy trust to see if they will help with lighting so we can qualify for the reimbursement. Trask would like to use them for the lighting. We need to give them a plan and they will fund the installation and placement of the lighting.

Counselor Trask asked what is the current balance in the account? Are we going to use it or roll it over? We either need to find something to spend it on or roll it over to the next fiscal year.

There was discussion about the paths being ADA compliant, either concrete or asphalt. For the paths, it was suggested to go look at the Cascadia Bridge day use area to see what the aggregate looks like. It is ADA compliant. It is porous, and Sankey is in a wetland area so it may be a good thing to think about. Staff engineer discussed other options that we can look at as the planning moves forward.

The sub-committee will meet after the New Year to refine budget items. The Sub-committee can help to refine the Sankey FY19-20. The sub-committee can bring this back to the group at the next meeting.

Alice Smith would like to add mowing to the Hobart budget for the lomatium. Possibly use herbicide on ash trees. It is supposed to be done every couple of years. She doesn't think it has been done for at 10 years. Clegg added that it is in the Hobart Plan as to how and when the maintenance needs to be done.

Bathrooms for Northside park will be paid for during this budget year. The work will be done in-house through the Public Works department.

Suggestion to look at the BMX track in Redmond for a good design idea. Before it is designed it needs to be asked: who is going to use it? A good design will invite users. Do we want a pump track? (A pump track is a type of off-road terrain for cycle sport consisting of a circuit of banked turns

and features designed to be ridden completely by riders "pumping" - creating momentum by up and down body movements. They are relatively simple and cheap to construct, and cater to a wide variety of rider skill levels, so are popular in council owned parks and schools). Chairman Shreves plans to take a trip to Redmond to take some photos. Chairman Shreves had a conversation with Dominic Valloni, Public Works, about the pump track and the construction. Dalton asked about the skate park possibly being moved up to the BMX area. Graybill explained that the skaters and the bikers don't like to share tracks. Chairman Shreves commented that if the track was established kids would use it more. Dalton is concerned that if we spend money on the BMX track and no one uses it then it's a waste of money, however if it is marketed then it would be worth it. In Chairman Shreves discussion with Valloni, it was determined that most of the work could be done in-house.

Sorte will set up a network folder that they can share photos in.

Graybill discussed moving the Dahlenberg Bridge to the New City Hall. Have a plaque and interpretive sign explaining history. Put an interpretive sign in where the bridge it now explaining the history of the bridge and the area.

Dalton discussed having art, sculptures in the parks to draw people to the park for art and culture purposes. Graybill informed the group that there are geocache locations in the park for visitors.

Sorte thanked Graybill for his work on the budget and the plan.

Shreves stated that Strawberry Park has nothing enticing for kids and families. He would like to see more done at that park. Sorte asked if the committee would like to move the parking lot work farther down the line and move the playground equipment as more of a priority. Clegg stated that if we can reserve some of the parks budget for other projects, such as Strawberry Park, and not use it all at match then we would be able to get other projects accomplished at the other parks. The more donation match money we get the less we have to use the city budget.

Sorte asked if the committee would like to move the \$40,000 for playground equipment to FY19-20 and the parking lot to 20-21. The committee agreed. Sorte said that staff will update the budget and bring the updated budget to the next meeting.

Clegg had a discussion with the Committee about promoting the progress that the City is making in the parks. The community doesn't necessarily see what is being done, so the City needs to make an effort to celebrate the progress. Staff needs the Committees help with promoting and community engagement. At the Sweetheart Run we can celebrate the new restroom and highlight the work being done. Share the progress and present the future plans with the community.

Clegg verified what the scope will be about. Sorte said that the Subcommittee will meet and help Clegg refine what the scope will be. Have a plan B in case we aren't awarded the grant.

Counselor Trask is in support of the efforts and the grant.

Chairman Shreves asked that the committee take a more in-depth look at the budget and come back at the next meeting with any questions and any more details. The sub-committee needs to look at the grant money and then verify the budget based on the decisions about the projects associated with the grant.

Subcommittee will meet on the 8th of January.

City Recreation Program Review and Recommendation

Sorte reminded the Committee the code states the committee must allocate funds for a recreation program.

- Movies in the park – 1 this year, will go back to 2 or 3 in 2019.
- Harvest Festival
- Sweetheart Run and other run events.

Need to focus on bringing in more partners so the City is not shouldering the brunt of the activities. These activities aren't costing the \$10,000 allocated. Does the committee want to look at moving \$3,000-\$4,000 to put toward other rec activities (See Attachments)? Sorte spoke with Kris Latimer

at Boys and Girls club about partnering. (See memo) Committee supports looking at Boys and Girls club as a recreation partner. Boys and Girls club have worked with LBCC to help provide classes. Sorte would like to see a recreation guide for Sweet Home. Have Chairman Shreve work with Lagea to create the guide.

Sorte asked if the committee wants to roll over the recreation fund and add to budget? They don't want it to go into the General fund. Counselor Trask wants to make sure that the funds stay in the recreation budget.

Clegg reported on the plans for the 2019 season. Clegg and Project Assistant Lagea Mull are working on choosing movies and dates. There is discussion about canceling the music because of all of the other music ventures in the park. Sorte and the Committee will do more brainstorming about how to make music work.

Chairman Shreves states that he supports looking for partners to help the city staff. Dalton agreed. City need to become a funder of event with partners – City promotes and writes checks, partners do a lot of the leg work. City will make sure funds are being spent appropriately and will help promote. Dalton would like to see the Chamber of Commerce get more involved. There was also discussion about creating more activities for adults with the recreation partners and funds.

Sorte verified that the Park and Tree Committee support a discussion with the Boys and Girls Club about partnering.

Touch base with Alice about trees.

Public Works and CEDD Staff Updates

No updates

Round Table Discussions (Committee comments about topics not listed on the agenda)

Touch base with Alice about trees. Alice and Lena will be putting in the order for trees that they sell at the Harvest Festival. Sorte asked Alice to remind him about what is done with the funds. Alice explained that the funds are used to purchase the trees to sell for each year. The trees are bought from the small woodlands. Alice and Lena can get the order to Clegg and Clegg will create a purchase order and send a check for the payment.

Chairman Shreves proposed to meet on even months. On months they don't meet they will do a "work day" in the community. (Proposed to do three or four work days per year minimum). Coordinate work activities with Public Works. Bring in Community Volunteers. Line up work days to be before events so that the parks will be clean for the events. Make the work days open to the public and send out press before the events. Shreves asked if the Committee was in favor of the change of schedule. Committee is in favor.

First meeting in 2019 will be February 20th.

Future meeting discussion: name small pocket parks.

Adjournment

Adjourned at 10:08 AM

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 Community and Economic Development Office at (541) 367-8113.

The Sweet Home Park and Tree Committee welcomes your interest in these agenda items. Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Committee may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend.

If you have questions, please contact the Community and Economic Development Department at 1140 12th Ave, Sweet Home, Oregon 97386; Phone: (541) 367-8113.

SHMC 1.10 CITY COMMITTEES

§ 2.10.050 POWERS AND DUTIES.

A. Park and Tree Committee. The powers and duties of the Park And Tree Committee shall be as follows:

1. To conduct an inventory of existing street trees, including historical trees and public properties in need of beautification and plantings and present a written report to the City Council of its findings;
2. To develop and recommend to the City Council, for its adoption, a master list of trees suitable for planting within the city. The list shall be reviewed annually, a copy of which shall be kept on file in the office of the City Recorder for public information;
3. To develop and recommend to the City Council, for its adoption, ordinances and policies for the planting, care, maintenance, replacement and protection of trees throughout the city;
4. To act in an advisory capacity to the Planning Commission with respect to landscape design, suitable plantings, protection of natural vegetation and street tree requirements;
5. To submit recommendations to the City Council regarding the beautification of public properties and rights-of-way;
6. To promote public knowledge and acceptance of the value of tree planting and maintenance programs and requirements;
7. To develop a capital development program for each fiscal year, to include acquisition of new land and/or development of existing property for parks and other recreation areas;
8. To recommend recreation programming needs to be produced by the city;
9. To recommend an operating budget to carry out the recreation program as outlined for the forthcoming fiscal year; and
10. To perform additional duties and studies as may be required from time to time by the City Council.
11. To meet a minimum of four meetings a year, beginning with the month of December, which meeting should be devoted to the development of the next year's capital and recreation programs.

(Ord. 1263, § 1, 2017)

MEMORANDUM



TO: Park and Tree Committee
FROM: Jerry Sorte, CED Director
DATE: December 13, 2018
SUBJECT: Park Improvement Grant

ISSUE: Should the City apply for a grant under the Oregon Parks and Recreation Department (OPRD) Local Government Grant Program? If the Committee would like to move forward, it will need to designate a team to refine the scope of the project and to gather community support.

BACKGROUND: The OPRD Local Government Grant Program offers a funding opportunity for park acquisition, park development, park rehabilitation, or park planning and feasibility studies. An overview of the program from the OPRD website is included as Attachment A. The City of Sweet Home is eligible under this grant, and would need to provide at least a 40% match for a development project. This program provides an opportunity for the City to make a significant development to one of its parks. Attachment B is the list of grant recipients from the 2018 grant cycle.

Grants for park development are divided into small and large grant awards. Small Grant awards are limited to \$75,000, and require an application but not a presentation to the Local Government Grant Advisory Committee. Large Grant awards are for grant amounts from \$75,001 to \$750,000, and require a presentation to the Committee. Past grant recipients appear to have been for park development at a single park in a jurisdiction.

If the Park and Tree Committee supports moving forward to pursue this grant, it will be important for everyone involved to act quickly. Grant applications are due April 1, 2019 for Large Grant applications and May 1, 2019 for Small Grant applications. The scope of the project would need to be refined by early January, and presented to the City Council for early buy-in; ideally also in January. It will strengthen our application to reach out to the community to generate support and donations.

ACTION ITEMS:

1. **Question:** Should the City of Sweet Home pursue a small or large grant under the OPRD Local Government Grant Program?

Staff Recommendation: Yes. The OPRD grant provides a significant opportunity for the City to leverage its Parks capital improvement funds.

2. **Question:** Which park should the City choose to improve?

Staff Recommendation: The City recently completed planning processes for Sankey Park (2016) and Strawberry Park (2015). Staff recommends that the Committee choose to improve either Sankey or Strawberry Park. Improving Sankey could build upon the work that has been completed in 2018. Choosing a single park for improvement likely provides the best chance to generate public support and support from the Local Government Grant Advisory Committee.

3. **Question:** Who will serve as the committee or group to help to formulate and promote this grant proposal?

Recommendation: Staff recommends that the Park and Tree Committee assign a subcommittee to oversee the grant scope refinement and marketing. The benefit of a subcommittee that is three or fewer is that it would be able to meet as needed, and would not require public meeting notices and minutes. Alternatively, the Park and Tree Committee could work on this as a group; however, staff would need advanced notice of meetings so that they could be properly noticed and supported. It will be important that everyone be involved with promoting the project if it moves forward.

ATTACHMENTS:

- A - Grant Program Overview
- B - 2018 Awards List

Attachment A

TEXT SIZE: A+ A- A • TEXT ONLY TRANSLATE Custom Search Find

Oregon Parks and Recreation Department: Grants Programs



Department

About Us

Contact Us

Home page

Heritage Program

Land & Water

Conservation Fund

Program Overview

Schedule

LWCF Committee

Application & Forms

Local Government

Program Overview

Schedule

Local Govt. Committee

Application & Forms

County Opportunity

Program Overview

Schedule

County Opportunity

Committee

Application & Forms

RTP

Program Overview

Schedule

RTP Committee

Application & Forms

ATV

Program Overview

Schedule

Application & Forms

ATV Grant Subcommittee

Trail Programs & Services

Program Overview

[Local Government Grant Program](#)

[Eligible Applicants](#)

[Project Types](#)

[Match Criteria](#)

[Large, Small and Planning Grants](#)

Local Government Grant Program

OPRD gives more than \$4 million annually to Oregon communities for outdoor recreation projects, and has awarded nearly \$50 million in grants across the state since 1999. The grants are funded from voter-approved Lottery money.

You probably have a local government grant funded project in your community - you might have even been there. Examples include The Dalles Riverfront trail, Doc Griffin Park playground in Jacksonville, and the Settlemier Skatepark in Woodburn.



Toledo Skate Park

Eligible Applicants

Local government agencies who are obligated by state law to provide public recreation facilities are eligible for Local Government Grants. This includes:

- Cities (municipal corporations)
- Counties (political subdivisions)
- Metropolitan Service Districts
- Park and recreation districts
- Port districts



Geiser Pollman Park, Baker City

Eligibility is limited to public outdoor park and recreation areas and facilities. These areas and facilities must be open and accessible to the public-at-large.

Project Types

Eligible projects involve land acquisition, development, and major rehabilitation projects that are consistent with the outdoor recreation goals and objectives contained in the [Statewide Comprehensive Outdoor Recreation Plan \(SCORP\)](#).

Acquisition - Acquiring land for public outdoor recreation areas, including new or additions to existing parks, wildlife areas, and open spaces.

Development - Developing basic outdoor recreation facilities including sports and playfields, picnic facilities, camping facilities or interpretive facilities. Other potential projects include roads, parking areas and restroom buildings.

Rehabilitation - Repairing, restoring or reconstructing on normal



Albany Aquatic Center

wear and tear of facilities. Rehabilitating projects are also those that help meet the access requirements of the Americans with Disabilities Act.

Planning and Feasibility Studies

Preliminary studies undertaken to determine and document a project's viability such as a city developing a plan as to where future parks will be located.

The results are used to make decisions whether to proceed with the project, its public need and benefit, how many, locations, activities and likely users, etc. It is an analysis of possible alternative solutions and a recommendation on the best alternative.

The above definition's intent is to provide help for communities who do not have a park master plan in place or whose plan or studies are significantly outdated.

Match Criteria

The eligible match by the Project Sponsor may include local budgeted funds, local agency labor or equipment, federal revenue sharing, other eligible grants, state and county inmate labor, donated funds, the value of private donated property, equipment, materials, labor, the value of land acquired within the past six year period, cost of appraisals, pre-development costs within the past two year period (cannot exceed 15 percent of total project costs), or any combination thereof.

The Local Government Grant Program provides for:

At least 50 percent match required for-

- Cities and districts over 25,000 population
- Counties over 50,000 population

At least 40 percent match required for-

- Cities and districts with a population between 5,000 and 25,000
- Counties a population between 30,000 and 50,000

At least 20 percent match required for-

- Cities and districts under 5,000 population
- Counties under 30,000 population.

Large, Small and Planning Grants

Annual grant funds are available upon Legislative approval of OPRD's budget. Project funding depends on the amount of money available and the project's standing on the small or large project priority list.

- Small Grants – projects with a maximum \$75,000 grant request. Up to fifteen percent (15%) of funds are available for these projects.
- Large Grant Requests - Other than for land acquisitions, projects with a maximum \$750,000 grant request. A Project Sponsor may request up to \$1,000,000 for land acquisition projects.
- Small Community Planning Grants – Maximum awards for planning grants will be \$40,000.

Help us improve! Was this page helpful?

OREGON.GOV

- State Directories
- Agencies A to Z
- Oregon Administrative Rules
- Oregon Revised Statutes
- Oregon - an Equal Opportunity Employer
- About Oregon.gov



WEB SITE LINKS

- Text Only Site
- Accessibility
- Oregon.gov
- Browser Support
- Privacy Policy
- Site Map
- Web Site Feedback

PDF FILE ACCESSIBILITY

Adobe Reader, or equivalent, is required to view PDF files. Click the "Get Adobe Reader" image to get a free download of the reader from Adobe.



Attachment B

2018 Local Government Grant Program Awards				
Large Grant Awards (\$75,001 to \$750,000) listed alphabetically by Grantee				
Grantee	Project Name	Brief Project Description	Grant Funds Requested	Total Cost
Ashland Parks and Recreation	North Mountain Park Nature Play Area	The project will construct a new Nature Play area at North Mountain Park in Ashland.	\$ 127,182	\$ 258,529
Chehalem Park & Recreation District	Friends Park	The project will develop a new neighborhood park which will include trails, playground, basketball court, picnic area and open green space in Newberg.	\$ 287,000	\$ 698,649
City of Cottage Grove	Swinging Bridge Restoration	The project will restore and reopen a 50 year old suspension footbridge. The Swinging Bridge crosses the Coast Fork of the Willamette River in Cottage Grove.	\$ 200,000	\$ 411,345
City of Enterprise	Enterprise Field Complex Improvement	The project will replace an outdated restroom with a building that will include new restroom facilities, and practice and storage areas at the outdoor sports complex in Enterprise.	\$ 250,231	\$ 374,281
City of La Grande	Pioneer Park Concessions/Bleachers/ADA Upgrades	The project will demolish and reconstruct an aging concession building, install new bleachers and concrete pad, and install new accessible pathways to the ball fields at Pioneer Park in La Grande.	\$ 96,308	\$ 218,412
City of Medford	Cedar Links Park Development	The project will develop new park land with accessible playground, restroom, drinking fountain, dog park, basketball court, pickleball court, community garden and picnic shade structure in east Medford.	\$ 490,017	\$ 1,432,334
City of Ontario	Lions Park Water Playground	The project will add two separate restroom buildings and shade structures at Lions Park in Ontario.	\$ 298,200	\$ 527,200
City of Redmond	Baker Park Improvement	The project will replace existing playground equipment, add walking paths with exercise equipment, replace the pavilion, upgrade irrigation system, accessible parking and access paths at Baker Park in Redmond.	\$ 300,000	\$ 600,000
City of Sherwood	Sherwood Skate Park	The project will construct a new skate park next to the Teen Center at the Sherwood Regional Family YMCA in Sherwood.	\$ 326,014	\$ 543,356
City of Tualatin	Ibach Park Playground Renovation	The project will replace safety surfacing in fall zones, and replace five pieces of play equipment at Ibach Park in Tualatin.	\$ 136,500	\$ 273,000
City of Turner	Crawford Crossing Lake/Park	The project will develop Phase I of a new park-lake complex, including trails, restrooms, parking, play structures, event amenities and a lake access ramp and dock at Crawford Lake Park in Turner.	\$ 392,000	\$ 834,000
Clackamas County	Metzler Park Campground Restroom Replacement	The project will replace a failing restroom/shower facility with a modern accessible facility in Metzler Park near Estacada in Clackamas County.	\$ 162,500	\$ 325,000
Crook County Parks & Recreation District	Ochoco Creek Park East End Renovation	The project will expand the skate park, rehabilitate tennis courts and add pickleball striping, add diagonal parking along the road, and add lighting and surveillance cameras to Ochoco Creek Park in Prineville.	\$ 280,896	\$ 468,160
Jefferson County	Juniper Hills Park Rehabilitation	The project will construct a combination restroom / concession building, two group picnic shelters, install accessible walkways, and add picnic tables and benches at Juniper Hills Park in Madras.	\$ 297,000	\$ 392,000
John Day Canyon City Parks and Recreation District	Playground Development	The project will develop and add new accessible playground structures, splash pad and outdoor exercise stations at the 7th Street Complex park in John Day.	\$ 243,083	\$ 363,579

Malin Park and Recreation District	Malin Pool Rehabilitation	The project will repair and replace concrete walls, floor, and pool deck area, add new piping and pool filtration system, and construct a new in-pool partition wall at the community pool in Malin.	\$ 352,500	\$ 452,500
North Clackamas Parks and Recreation District	Boardman Wetland Natural Area	The project will create the Boardman Natural Area which will include an accessible nature play area, boardwalks, educational areas, habitat restoration, benches, parking and overlooks, in Jennings Lodge.	\$ 385,000	\$ 1,000,000
Willamalane Park and Recreation District	Bluebelle Park Rehabilitation	The project will construct a new children's playground, sitting and picnic areas, basketball area, and improve walking paths to make them fully accessible at Bluebelle Park in Springfield.	\$ 239,000	\$ 478,000
Total Large Grant Awards			\$ 4,863,431	\$ 9,650,345

Small Grant Awards (Up to \$75,000) listed alphabetically by Grantee

Grantee	Project Name	Brief Project Description	Grant Funds Requested	Total Cost
City of Cascade Locks	Cascade Locks Gorge Hubs	The project will add new restrooms, a bike fix-it station, parking, a drinking fountain, and re-configure the hiker / biker Cascade Locks Gorge Hub at Cascade Locks.	\$ 75,000	\$ 300,000
City of Cave Junction	Purchase Land for Baseball Field	The project will purchase land to expand Jubilee Park for the development of a baseball field, walking path, playground using natural materials, nature trail, and bioswale, in Cave Junction.	\$ 64,000	\$ 80,000
City of Coburg	Coburg Wetland Park	The project will construct an accessible parking area, a 400-ft trail, add viewing benches and trash receptacles, remove invasive species and replant native plants at Coburg Wetland Park in Coburg.	\$ 75,000	\$ 118,268
City of Coquille	Coquille Riverwalk Phase II	The project will add 2,500 feet of asphalt paved trail, plus another 1,700 feet of soft-surface trail to the existing Riverwalk in Coquille.	\$ 68,498	\$ 121,688
City of Donald	Donald Little City Park Improvement	The project will add a permanent accessible bathroom, a play structure for children 5-12 years old, tether ball and canvas shade canopy at Donald Little City Park in Donald.	\$ 72,634	\$ 91,134
City of Dundee	Viewmont Greenway Park Improvements	The project will construct an additional 1,000 feet of 6 foot wide asphalt path, and will add new equipment and new fall surface material to the nature play area at Viewmont Greenway Park in Dundee.	\$ 32,800	\$ 41,000
City of Jacksonville	Forest Park Vault Toilet	The project will install a double-vault type restroom and a mountain biking information kiosk at the Forest Park parking area, one mile from Jacksonville.	\$ 20,500	\$ 37,000
City of Madras	Crescent Park Playground Improvement	The project will install a merry-go-round, play structure with slide, climbing bars and landscaping at Crescent Park in Madras.	\$ 26,500	\$ 44,200
City of Medford	Bear Creek Playground Renovation	The project will purchase and install additional accessible playground equipment as part of a larger rehabilitation of the Bear Creek Park playground in Medford.	\$ 69,100	\$ 490,342
City of Powers	Orchard Park Rehabilitation	The project will re-build a vault restroom, add water and sewer service, add electric service to ten campsites, gravel roadway and campsites, replace fire pits, add picnic tables, at Orchard Park in Powers.	\$ 28,865	\$ 37,565
City of Ukiah	City of Ukiah City Park Rehabilitation	The project will replace existing slide, merry-go-round and teeter-totter with new versions, and add kiddie swing seats and increase safety surfacing at Ukiah City Park in Ukiah.	\$ 14,260	\$ 17,825

City of Vernonia	Vernonia Dog Park	The project will develop currently vacant flood plane property into a dog park in Vernonia.	\$ 25,537	\$ 31,987
City of West Linn	Sahallie Illahee Park Playground	The project will replace aging and failing playground equipment that no longer meets Consumer Protection Safety Standards, at Sahallie Illahee Park in West Linn.	\$ 62,500	\$ 125,000
Hillsboro Parks and Recreation	Frances Street Park Completion	The project will add a picnic shelter, a sand volleyball court and other accessibility improvements at Frances Street Park in Hillsboro.	\$ 75,000	\$ 180,635
Klamath County	Steen Sports Park Pickleball Courts	The project will build an outdoor pickleball court complex at Steen Sports Park in Klamath Falls.	\$ 30,000	\$ 65,000
Northern Wasco County Parks and Recreation District	Sorosis Park Outdoor Exercise Equipment	The project will remove existing outdoor exercise equipment and will relocate and replace the equipment with modern, safe and accessible equipment, at Sorosis Park in The Dalles.	\$ 34,000	\$ 57,000
Total Small Grant Awards			\$ 774,194	\$ 1,838,644

Small Community Planning Grant Awards (Up to \$40,000) listed alphabetically by Grantee

Grantee	Project Name	Brief Project Description	Grant Funds Requested	Total Cost
City of Drain	Drain Parks and Open Space Master Plan	The project will create a Parks and Open Space Master Plan for the City of Drain.	\$ 32,000	\$ 40,000
City of Milton-Freewater	Milton-Freewater Parks Master Plan	The project will create a Parks and Recreation Master Plan to prioritize facility maintenance and upgrades for the City of Milton-Freewater.	\$ 40,000	\$ 67,250
City of Monmouth	Monmouth Parks Master Plan Update	The project will update portions of the Parks Master Plan needed to develop a new Capital Improvement Plan for the City of Monmouth.	\$ 18,000	\$ 30,000
City of Prineville	Barnes Butte Recreational Complex Master Plan	The project will create a Master Plan to guide future development of 460 acres of open space within its city limits and urban growth boundary, recently purchased by the City of Prineville.	\$ 40,000	\$ 90,000
City of Talent	City of Talent Parks Master Plan	The project will update the Parks Master Plan to accommodate growth for the City of Talent.	\$ 32,000	\$ 56,000
Total Planning Grant Awards			\$ 162,000	\$ 283,250

Total Large Grant Awards	\$ 4,863,431	\$ 9,650,345
Total Small Grant Awards	\$ 774,194	\$ 1,838,644
Total Planning Grant Awards	\$ 162,000	\$ 283,250
Total 2018 Local Government Grant Program Awards	\$ 5,799,624	\$ 11,772,239

MEMORANDUM



TO: Park and Tree Committee
FROM: Jerry Sorte, CED Director
DATE: December 13, 2018
SUBJECT: FY 2019/2020 Capital Budget Review

ISSUE: Under the Sweet Home Municipal Code, the Park and Tree Committee is tasked with developing a capital budget for parks during the December meeting. Staff has prepared a draft capital budget for review, modification as needed, and recommendation by the Committee.

BACKGROUND: We are now at the beginning of the budget preparation process for the Fiscal Year 2019-2020 budget; which runs from July 1, 2019 through June 30, 2020. A budget is a plan, and the capital budget for the Parks program is a plan for park development projects that exceed \$5,000. The capital budget does not include routine maintenance activities and does not include project expenditures that are less than \$5,000.

At the March 30, 2018 Park and Tree Committee meeting, the Committee made a combined recommendation on capital improvements, as well as general budget requests. As recorded in the March 30, 2018 meeting minutes, the Committee made the following recommendations by consensus:

- A. Support staff in moving forward to implement the Sankey Park Execution Plan as presented.
- B. Come back to the Dahlenburg Bridge relocation or refurbishment at another time.
- C. To include in the recommended capital development program budget the Weddle Bridge Tuning, Register Historic Buildings and focus on Sankey Park Improvements.
- D. The Park and Tree Committee funding request for capital improvements for Fiscal Year 2018-2019 are as follows;
 - Request that remaining funds from the 2017-2018 fiscal year be reallocated to the same fund accounts for 2018-2019 fiscal year.
 - \$250,000 to go towards Sankey Park Improvements.
 - \$15,000 to go towards the Recreation Program
 - \$5,000 to go towards the Urban Forest and Tree Programs

In March, the Committee's focus was on taking measurable steps toward developing Sankey Park according to the action items listed in the Sankey Park Execution Plan (Attachment B). The City has made significant headway on projects at Sankey Park since March. Trees have been thinned, a portion of the parking lot has been removed and converted to grass, the existing parking lot has been expanded, and the site is ready to place a new restroom facility. Staff anticipates that the new restroom will be installed in January 2019.

At this time, staff is requesting that the Committee make a recommendation on a capital budget for the upcoming fiscal year. The Committee should plan to make general budget recommendations at either their January or February meeting. Staff has prepared a draft Five Year Capital Improvement Plan for review. See Attachment A. Particular focus should be placed on the FY 2019-2020 expenditures. The City conducted public outreach for Sankey Park in 2016 and Strawberry Park in 2015. These resulted in the Sankey Park Conceptual Redesign (2017) and Strawberry Park Concept Plan (2015); included as Attachment C. The Sankey Park Conceptual Redesign included several options for development that were operationalized by staff, and with review by the Park and Tree Committee, into the Sankey Park Execution Plan. In order to demonstrate to the public that their input mattered, the draft plan proposes projects that

would continue improvements in Sankey Park during FY 2019-2020 as well as to make some headway at Strawberry Park.

Staff will also discuss the possibility of qualifying for a grant from the Oregon Parks and Recreation Department (OPRD) under the local government grant program. As discussed in a separate memorandum, the OPRD grant could provide funds for development at a City park and provide 60% of project costs. The City would be responsible to provide 40% of project costs as a match. If awarded, these funds would provide a significant opportunity for the City to develop a park during FY 2019-2020.

ACTION ITEM

1. **Question:** Does the Draft Five Year Capital Improvement Plan for Park Development adequately reflect the Park and Tree Committee's objectives for park capital development?
 - a. **Options:**
 - i. Recommend that the City Council adopt the Draft Five Year Capital Improvement Plan as written; or
 - ii. Recommend that the City Council adopt the Draft Five Year Capital Improvement Plan with amendments (specify);
 - iii. Take no action; or
 - iv. Other
 - b. **Staff Recommendation:** Staff recommends that the Park and Tree Committee review the attached draft Five Year Capital Improvement Plan for Park Development and discuss whether changes are needed. At the end of this meeting, staff recommends that the Committee make a motion to either recommend approval of the Plan as written (Option 1) or with changes as specified (Option 2).

ATTACHMENTS:

- A - Draft Five Year Capital Improvement Budget for Park Development
- B - Sankey Park Execution Plan
- C - Strawberry Park Execution Plan

Scope

Park Name	Construction Elements	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	Park Total	Future Undefined Projects	
FY Totals		\$ 291,000	\$ 258,000	\$ 215,000	\$ 240,000	\$ 225,000	\$ 1,229,000		
Sankey Park								\$ 740,000 Park Total	
	Lighting path location Path (Z1), with Plaza Bollards (10).	\$ 120,000							
	Playground Improvements	\$ 80,000							
	Construct Weddle Bridge Plaza	\$ 30,000							
	BMX Track area improvements, ramps, landscaping, and ADA viewing deck.	\$ 5,000							
	Bike Racks, Signage/Wayfinding.	\$ 5,000							
	Phase 2 Tables and Benches	\$ 10,000							
	Lighting path location remaining Path A1 & B1 (17).	\$ 80,000							
	Park trails & benches on hill facing Bandstand.	\$ 5,000							
	Lighting on hill side paths & Upper Sankey.	\$ 30,000							
	Construct remainder paths and trails except link to 16 th Ave.	\$ 45,000							
	Upper Sankey restroom (inc. Elec. & Plumb).	\$ 30,000							
	Tables and Benches	\$ 10,000							
	Construct Play Ground Area 2.	\$ 30,000							
	Construct path and ADA connection to 16 th Ave. & Fir St.	\$ 30,000							
	Pedestrian Bridge to the Jim Riggs Community Center.	\$ 200,000							
	Lighting path from 16 th Ave to Pedestrian & Weddle Bridge.	\$ 30,000							
	Repair Dahlenburg Bridge and Relocate to NCH.	\$						In-Kind Work by Community (5K)	
	Donated Phase 2 Items (Tables, Benches, BBQs, Power Tap, etc)	\$						In-Kind Work by Community (20K)	
	Donated Phase 3 Items, (Tables, Benches and trail management).	\$						In-Kind Work by Community (15K)	
	Repair Flag Brick Apron	\$						In-Kind Work by Community (5K)	
Strawberry Park		\$ 250,000	\$ 190,000	\$ 40,000	\$ 60,000	\$ 200,000			
	Parking Lot Completion	\$ 25,000							
	Concrete sidewalk from Westwood Ln.	\$ 5,000							
	Concrete curb and sidewalk apron.	\$ 5,000							
	Playground Improvements	\$ 40,000							
	Loop Trail Phase 1 (layout and base rock).	\$ 10,000							
	Irrigation System Improvements.	\$ 1,000							
	Wetland Identification and border.	\$ 1,000							
	Remove chain link path section.	\$ 1,000							
	Signage, trash cans, Pet Stations, BBQ, Picnic Tables, Benches, Gardens, Trees, Creek Plants.	\$ 10,000							
	Restroom Placement.	\$ 2,000							
	Move existing play structures.	\$ 30,000							
	Play Structure #2 or Shelter Pavilion.	\$ 35,000							
	Loop Trails Phase 2 (concrete / asphalt, Apr 900ft)	\$ 5,000							
	Drainage System Improvements.	\$ 41,000	\$ 68,000	\$ 50,000	\$ 65,000	\$			
Strawberry Park Totals		\$ 250,000	\$ 190,000	\$ 40,000	\$ 60,000	\$ 200,000			
Strawberry Park								\$ 224,000 Park Total	

(big ob) for grand total

!!

Park Name	Construction Elements	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	Park Total	Future Undefined Projects
FY Totals		\$ 291,000	\$ 258,000	\$ 215,000	\$ 240,000	\$ 225,000	\$ 1,229,000	
Northside Park							\$ 90,000	Park Total
	Playground Improvements			\$ 40,000				
	River Access Trail and Ramp/Stairs/Railing			\$ 5,000				
	Add signage, trash cans, Pet Stations, BBQ, Picnic Tables, Benches, Gardens, Trees, Creek Plants.			\$ 10,000				
	Concrete curb and sidewalk on Redwood St frontage.				\$ 15,000			
	Sidewalk connection from 12 th Avenue Sidewalks.				\$ 20,000			
	<i>restroom conversion</i>			\$ 55,000				
		\$ -	\$ -	\$ 55,000	\$ 35,000	\$ -		
Ashbrook Park							\$ 20,000	Park Total
	Concrete curb and sidewalk on Juniper St frontage.				\$ 10,000			
	Infill AC pavement for parking on Juniper St frontage				\$ 10,000			
		\$ -	\$ -	\$ -	\$ 20,000	\$ -		
Clover Memorial Park							\$ 50,000	Park Total
	Play Structure #1			\$ 30,000				
	Remove Portion of Fountain Hill.			\$ 10,000				
	Additional Drainage System			\$ 5,000				
	Signage, trash cans, Pet Stations, BBQ, Picnic Tables, Benches, Gardens, Trees, Creek Plants.			\$ 5,000				
		\$ -	\$ -	\$ 50,000	\$ -	\$ -		
Hobart Nature Preserve							\$ 105,000	Park Total
	Approach roadway on 35th Ave.			\$ 15,000				
	Parking Area Primary Loop				\$ 50,000			
	Parking Area Secondary Loop				\$ 15,000			
	Parking Area off Foothills Drive				\$ 10,000			
	Boardwalk - Trail - Small Pedestrian Bridges(s).				\$ 10,000			
	Signage, trash cans, Pet Stations, BBQ, Picnic Tables, Benches, Gardens, Trees, Creek Plants.			\$ 5,000				
	<i>moving</i>			\$ 20,000	\$ 60,000	\$ 25,000		
		\$ -	\$ -	\$ 20,000	\$ 60,000	\$ 25,000		



City of Sweet Home
Community Economic Development Department, Engineering Division
1140 12th Avenue
541.367.7993

2018 SANKEY PARK PROJECT EXECUTION PLAN

Table of Contents

Executive Summary; Sankey Park Plan	2
Strategic Highlights	2
Project features & Priorities	2
Financial Considerations	2
Project Execution Plan	3
General Plan & Schedule	3
Notes.....	4
Phase 1 Work	4
Phase 2 Work	6
Phase 3 Work.....	8
Construction Schedule & Estimate.	10
Construction Schedule.....	10
Construction Estimates.....	11

Executive Summary; Sankey Park Plan

STRATEGIC HIGHLIGHTS

The Sankey Park Concept Plan laid out a schematic configuration of features and trails to improve the user experience at the Park. Concentrating primarily on the West side of Ames Creek, the Trail Network is divided into hard surface paved or concrete paths, and crushed rock or small chip natural paths. The Upper Sankey area is intended to have better access and activity zones in and around the BMX Track, with the Lower Sankey area showing the most changes with relocations or construction of some buildings, primarily new restrooms, gazebo, and playgrounds. Previous Master Plans mentioning common elements, and a recent well-scoped volunteer design for buildings, paths, and a bridge, all lead to the same conclusion; make improvements.

PROJECT FEATURES & PRIORITIES

The feature list in this Project Execution Plan (PEP) is ranked by recommendations in the Sankey Park Concept Plan generated from 2067 Public Outreach Meetings at the Park, and discussions with the Park and Tree Committee Capital Improvement Subcommittee. The plan priorities are flexible as conditions – physical and financial – warrant.

In the short term (1 – 4 months in the current FY), priorities are focused on getting immediate results in the entry area. Trimming and removing hazardous trees throughout the park, a replacement restroom building, and a modification of the Weddle Bridge Parking Lot. Sidewalk paths both large and small are proposed to provide circulation paths between these facilities, picnic areas, play grounds, and various entry points to the park.

The full project work is planned in the schedule to start in FY2017, continuing into FY2018 and FY2019. Particularly in that some elements such as path access to the area of the upstream crossing bridge is limited, engineering design and construction access planning will need to occur which will take some time. The plan is laid out in three development scenarios, with segments prioritized by funding or other reasons, with continuing review by the Parks & Tree Committee.

FINANCIAL CONSIDERATIONS

The costs estimates in this draft are from the various Master Plans and previous documents. For the actual construction features planned for the park, additional detail and quotes from contractors will be required.

The various projects envisioned are listed below, in order of interest and development potential to have the best result for funds available. Some city funds are available directly to construct the proposed plan. Some funds will be withheld may be used for possible grant match opportunities the next fiscal year, as the city attempts to leverage more funding from State Agencies to accomplish more work. The estimates listed in this plan are rough estimates; most construction will need quotes through the public bidding process.

These budget numbers do not reflect any in-kind or contributory funds. Some features may be wholly or partially funded as a promotion or recognition of contributions to the park facilities. One anticipated cost saving measure is the participation of community members in building portions of the park facilities. With community outreach there could be significant contributions, though assumptions made for commitment of materials, manpower, or equipment are subject to change. A variety of State Park Grants for funding are available, however sometimes the application cycle for large grants may delay the construction of large capital cost items. Small grants for specific items may be quicker.

One of the major risks is the long-term commitment by parties in a large project. Maintaining consistency of vision and process can be a challenge, even considering that “no plan stays the same”, change accommodation will need to be heeded.

Project Execution Plan

GENERAL PLAN & SCHEDULE

The 2016 Sankey Park Concept Plan lays out the work elements in 3 Phases. Previous plans did not appear to include phasing. In order to start in FY2017-2018, the work is planned to focus on a few short-term important improvements. The Concept Plan did not mention moving the Dahlenburg Bridge (since no one can get to it), though that should be done also. Also not mentioned were a couple of other major projects for Sankey Park noted below, these are listed in the 2013 and previous plans.

- Path construction from 14th Ave to 15th Ave or the school property on the north side of Ames Cr.
 - Fixing and improving the water irrigation system and coverage.
 - Dahlenburg Bridge paint, move, or provide access.
 - Maintenance tuning of the Weddle Bridge Howe Truss system.
 - Replace or repair the Weddle Bridge fire sprinkler system. (Should there be one on the Bandstand & Gazebo?)
 - Hut building maintenance.
- The table below indicates the 2016 Concept Plan work items and proposed phasing, as well as a tentative list of the non-plan items noted above phased into the workplan.

Phase 1	Phase 2	Phase 3
Remove rental home (Done!), Relocate cannon & pulley, Move Restrooms & Storage, Remove defunct infrastructure, Move gazebo, Renovate Playgrounds, Install paved loop trails, Develop Picnic area near Weddle Br. Install Path & Parking Lot lighting, Construct entry plaza area.	ADA waterfront trail, Unpaved paths, Add signage on trails, Close old trails & manage invasives. Add Upper Sankey picnic area Renovate BMX park, Renovate gazebo, Renovate bandstand.	Restore Riparian areas, Thin trees, Vegetate railroad corridor, Add Interpretive Signs, Register historic elements.

Phase 1	Phase 2	Phase 3
Weddle Bridge Howe Truss Tuning. Weddle Bridge Fire Sprinkler System.	Water Irrigation System Upgrade Dahlenburg Bridge Move/Paint. Bandstand/Gazebo Fire System.	North Path Construction. Hut Building Maintenance.

Replacing picnic tables and restoring the BMX track area were also listed in the previous plans, and in this 2016 Plan. Some of the later phased elements shown above will likely be moved up to work for summer of 2018. For example the Phase 3 “Thin Trees” should be done first along with the dangerous tree removal, prior to other major construction in the park. A new restroom and storage building is a high priority. Moving or renovation of the gazebo may be delayed, and maintenance performed on it in-place, with a new gazebo constructed. Sidewalk paths are a variety of hard and soft surfacing depending on the route. More detailed information is presented in the work summary and detail sections that follow. The City intends that all elements are completed by the end of FY2019.

NOTES

Path and parking lot lighting are very different fixtures, but should be all the same light style and type. Some may be solar with internal batteries, however, it would be recommended that AC power conduits connect the lighting grid for additional power outlets. Not all paths would be lit; it would be primarily the major paved pathways. Lighting format should conform to a recognizable city standard, such as the Median Planter fixtures on Main St. Or, they could be similar to the light fixture style at City Hall. Either way, we should consider this the standard for future installations at other parks and buildings.

Most areas of the park property are flat with a 25-30 ft elevation difference between Upper Sankey and Lower Sankey. The easternmost portion of Lower Sankey drops again by 5-6 feet alongside Ames Creek upstream of the Weddle Bridge, which can provide a quiet stream-side environment. The hillside between Upper and Lower presents the primary challenge to ADA access and path configurations, both within the park grounds, and along the 14th Ave perimeter. Stairs are proposed to be constructed on direct path alignments, with ramp switchbacks on a portion of the hill. On the street side of 14th Ave where conditions are very steep, ramps will also require a switchback configuration, as well as a short stair section. The lower streamside trail along the east portion of Ames Creek has significant erosion as noted in the Master Plan, and with the cross-slope against the bottom of the hill, makes construction of a major trail path there problematic.

The Dahlenburg Bridge needs to be reviewed for access, condition, repairs, and/or relocation. There may be another location upstream of the Weddle Bridge for crossing Ames Creek to the paths on the east side (C5 and C6). Upstream also there may be issues with construction in the flood plain. It may be more desirable to move the bridge offsite. A previously mentioned location may be the Oak Grove & Proposed Arboretum located alongside the New City Hall.

The listing below is an in-progress DRAFT of "Things To Do", and is in a DRAFT sequence order at this time. Listed items should be fully vetted in their expected timeline to prevent conflicts i.e. sidewalk locations vs lighting conduits.

PHASE 1 WORK

- **Summary:**
 - Removal of hazardous trees and thinning.
 - Replace Lower Sankey restrooms, add Upper Sankey restroom.
 - Pathway A1 and A2 construction.
 - BMX Track area improvements.
 - Weddle Bridge parking lot modification.
 - Place tables & benches, remove stumps, boxes, planters, etc.
 - Lighting location and style.
- Thinning the park trees of dead, dying, leaning, or otherwise dangerous trees is the first thing to do. At this time 24 trees have been marked for removal. There are an additional 24 trees marked for thinning, to allow air, light, and water to the understory areas. There may be a few others subsequently noticed after the others are gone. Arrangements are proposed to exchange the marketable wood for use by other organizations, e.g. SHHS Forestry class, etc. Lumber grading of cut materials may be accomplished by a 3rd party contract service in order to use the wood for construction. Many of the remaining normally healthy Fir Trees that have the typical dead lower branches need to have those removed. Particularly in the areas of picnic tables and benches.
ACTION:
 - Contract document for tree removal and thinning.
 - Provide space for branch and limb disposal by City forces.
 - Schedule first ahead of the other park work.

- The existing restrooms will be removed, the Concept Plan has them being replaced in a different location closer to the central Weddle Plaza entry area. Replacing the restrooms will require some extensions to the plumbing systems, sewer system, and electrical power systems installed to the previous manufactured home. A new location will need to be chosen for the building. The indicated version on the plan map is located just east of the previous residence structure. This would place the building adjacent to the A1 path and the new Play Area 1. A foundation pad will need to be poured, Building Permit for construction, utility connections and electrical to the structure, and sidewalk areas be connected around the building and to the path network. In addition, a single stall restroom would be installed in Upper Sankey adjacent to the upper parking lot. We will need to provide an ADA approved approach walk to this structure, it can connect to the parking lot. The restroom sewer drain will require a connection either down the hill to the Hut Building, or across 14th Ave to the end of the Grape St sewer main. The latter connection will require a lift station at the restroom to pump waste across 14th Ave and then up a slight grade on Grape St. There is a 6" water main in 14th Ave for service to the restroom building. A power pole is nearby on 14th Ave for the power drop to the building and lift station.

ACTION: Choose specific location & orientation.
 Choose specific type of building style; pre-fab concrete or assembled kit.
 Choose 3 or 4 stall restroom, and Storage Room sizing.
 Extend utilities and construct foundation & perimeter walkway to Lower Sankey Restroom.
 Extend utilities to Upper Sankey Restroom.
 Contract documents for building manufacturer and foundation/utilities/walkways.

- Pathway A1 and possibly A2 need to be constructed to provide access to the restroom and future gazebo locations. Both of these are proposed as 6 foot wide pathways. The A1 path is part of the Sankey Park Path Loop, and also doubles as the North-South frontage sidewalk for 14th Ave pedestrian travel.

ACTION: Choose specific path location.
 Lighting layout for conduit pre-installation.
 Public advertisement, bidding, contract for path & lighting conduit construction.
 Contract for electrical lighting work.

- Additional fill material and grading or sloping can occur at the BMX Track area. Trail number B1 would be laid out and routed around the Upper Sankey Area. This loop is approximately 1060 feet in length, making a 5x loop trek a mile in length. A 6 foot wide trail at 4" deep for 1060 linear feet would be 79 Cu. Yds.

ACTION: Confirm location and width for loop trail.
 Purchase material and place.

- The main parking lot at the Weddle Bridge would be reduced in length, but increased in width to provide additional parking on both sides of the driveway. The extension of pavement to its current location would stay as a turnaround area. The edge of existing asphalt would transition into a plaza area of paver blocks or concrete. With no further extension of paved parking the proposed Play area would be moved closer to the Weddle Bridge Plaza. The path A1 would extend along the west side of the plaza near the restrooms. The east side of the plaza would be a thicker durable surface to provide access to the maintenance driveway, A5, linking around the park to the 14th Ave parking lot. Lighting and power conduit runs would need to be confirmed prior to construction. It might be nice to have a Compass Rose placed in the middle of the plaza as a decorative feature (funded with a grant for the Arts, or perhaps with SD55 student participation?).

ACTION: Layout south side parking area plan, space marking, and bollards at the pavement edge.
 Confirm path A1 and A5 locations.
 Choose Weddle Br Plaza paving material, concrete, asphalt, or paver blocks etc.
 Public advertisement, bidding, contract for plaza & lighting conduit construction.

- Some of the simpler items in the 1st Phase list are to decide on where to relocate the cannon and pulley, and to install a plaque for information about those items. Placement of additional Picnic Tables and Benches, particularly just downstream of the Weddle Bridge near the C1 Loop has been requested. A few upstream in the area around the C3 Loop is requested also. Need to map the Memorial Trees, there are at least 4 in the park. We should have informational plaques also for the WPA 1930s Gazebo and Bandstand structures. Removing unused and unknown planters, boxes, tree stumps, and other miscellaneous “defunct infrastructure” definitely needs to be done. Adjustment and tightening of the bridge need to be performed this year.

ACTION: Maintenance tuning of the Weddle Bridge Howe Truss system.
 We need to move the pulley and cannon? Move at least the pulley over by Weddle Br.
 Find info on cannon, pulley, and building plaques. Purchase and place.
 Purchase tables and benches and place.
 Map the memorial trees, verify how many there are. Record in the planning office.

PHASE 2 WORK

- Summary: Repair existing gazebo, build new gazebo.
 Create Playground Area 1, move existing play structures.
 Construct remainder paths and trails except link to 16th Ave.
 Optional parking off 14th Ave near existing lot.
 Additional table, benches and trail management improvements.
 Lighting location and style.
 - Moving the existing Gazebo may be a costly endeavor, and it may not be structurally sound enough to do. This could entail a structural review and documentation of the existing building and connections. A new foundation design, structural connections, and roof configuration will all need engineering design for the building to be secured based on current code standards. Engineering design will be necessary with any new construction, the same as with moving the existing structure. The condition of the old structure does warrant some modifications and repairs in place. Since it is a historical structure to the City, it may be advisable to live the original gazebo in place, repair it, and create a new gazebo near the parking lot. At this point, contact has been made with an engineering firm in Lebanon, OR, who recently did the design for their new Gazebo at the North end of town near the Library and Senior Center complex. An email and photo exchange indicated that the structure may not be able to handle being moved. A cursory look at the building appears that straightening columns, repairing the roof, removing gutters and some if not all lower wall panels, add light colored painting, improving lighting and power, and replacing the concrete floor would be necessary. Creating a new gazebo allows a newer modern more open style of construction, more visible, and structurally resilient. New sidewalk routing would loop around the gazebo, and there will be newly built parking adjacent.
- ACTION: Review options for gazebo, renovate or add new.
 Contract with engineering review of original gazebo.
 Contract with engineering design of new gazebo (if option accepted).
 Contract for foundation, flooring, walkways construction (if option accepted).
 Contract for electrical fixtures, lighting, security, conduit & controls (if option accepted).
- New Playground Area 1 and play structures initially in Phase 1 could be done in Phase 2, and would be added in the new area immediately south of the Weddle Plaza area. The area would need the Soft Fall material throughout the area between paths A1 and A5, and structure foundations built to the manufactures standards.

The foundation work for the structures would be installed by a contractor or city forces, with the design plans provided by the play structure manufacturer. A basketball half-court is proposed at the south end.

ACTION: Determine which play structures and budget
Excavation of existing parking lot and foundation construction. City or contract forces.
Installation of Soft Fall material.

- The southern existing play structure is popular, but has some older elements, and is near the hill side within short distance from seating and table locations. Moving the existing structures requires all new foundation piers, connections, and area wide excavations for the soft-fall material. Infill will be necessary for the removal locations to fill in the voids. Replacing the older items (swings, etc) at one of the new play areas next to the entrance could easily be done.

ACTION: Remove and reinstall playground equipment in Play Area 1 or 2.
Evaluate conditions of equipment (swings) and consider purchase of new.

- The remaining concrete main paths and chip or gravel trails would be built, except for the link to 16th Ave at Fir St.

ACTION: Public advertisement, bidding, contract for path construction of remaining trails.
Lighting power conduits and fixtures.

- The original parking lot on 14th Ave can be expanded northward to add at least six more spaces. An existing fire hydrant and power pole is located just north of the existing lot in a small sidewalk section. The hydrant would be easy to move, however the power pole is in-line with the overhead, and would be expensive to relocate, if it could be. Only one additional space would be added, so it is doubtful it would be worthwhile. The new parking area would be similar to the other lot.

ACTION: Evaluate Cost-Benefit of this potential 6-space area.
Layout parking area plan, space marking, and path connections to the A1 Path.

- Picnic tables and benches would be located near the two new play areas. Picnic tables on the bank upstream of the Weddle Bridge and tables on the hillside would be linked with the new chip or crushed rock trail material.

ACTION: Other tables and benches around the park. .

- Trail and vegetation signage, additional paved looped trails and pathways are located to provide access for city maintenance and vehicles, and pedestrian access to all locations. Two widths of concrete – or AC pavement – are for hard surface trail locations, two widths of chip or crushed rock trails are for harder to access areas next to Ames Cr., and on the hillside. On the concept plan, some of the trails located will need to be somewhat different, both in location and scope. Trail and vegetation management on the hill side as well as the shore trail C4 would be done at this time. Some embankment protection and releveling of the pathway will need to be done in the summer months. The switch-back trail on the hillside would be reversed, as it is indicated on the east side in steeper terrain, while the western side behind the bandstand is shallower sloped. Trails near Ames Creek that would be chip or crushed rock, may have an optional border edge to prevent erosion and grass/weed intrusion.

ACTION: Designate trail locations, and segments to repair. .
Public advertisement, bidding, contract for pathway & lighting conduit construction.

PHASE 3 WORK

- **Summary:**
 - Pedestrian Bridge to the Jim Riggs Community Center.
 - Path connection to 16th Ave & Fir St.
 - Construct Play Ground Area 2.
 - Sidewalk connections on 14th Ave from Elm St and/or Kalmia St.
 - Register Bandstand and Gazebo on Historic Register.
 - Park trails & benches on hill facing Bandstand.
- The Bridge connection to the Jim Riggs Community Center would be built during this time, or in phase 2. Foundation piers will be needed to be designed and built above the flood plain. There is a flat plateau on the south side of Ames Creek that would have a nearly 100 foot span to the parking lot at the south end of the JRCC. Contacts with bridge manufactures indicate a 8'x80' bridge would cost in the \$70-75K range for design, footings, supply and delivery. A local GC will be needed for construction, staging would be from the Community Center side.
 - ACTION:**
 - Design style decision.
 - Contract for design and construction of abutments and bridge.
 - Path layout on both sides of Ames Creek.
 - Staging area on north side of Ames Creek.
- Path network connections to 16th Ave and Fir St would be made during this phase. An ADA ramp assembly would be needed at the 16th Ave end to connect to street grade.
 - ACTION:**
 - Contract to Construct ADA ramp connection to 16th Ave and Fir St., and BMX area.
 - Contract to construct path north down RR grade to bridge crossing area.
- New playground assemblies could be placed in the new Play Area 2, adjacent to Play Area 1, south of path A1. The foundation work for any structures would be installed by a contractor or city forces, with the design plans provided by the play structure manufacturer.
 - ACTION:**
 - Decision of play structures and type and size.
- Path connections along 14th Ave from Elm St to Kalmia St could be built, with the higher priority sections to the portions fronting Upper Sankey connecting to Lower Sankey, and the crossing of the Ames Creek Bridge from the park entrance north to the edge of the park.
 - ACTION:**
 - Contract to construct sidewalk portions of 14th Ave leading to the park.
 - Design ADA Switchback and stair section on 14th Ave hillside portion.
- The noted item for restoring vegetation in the railroad corridor is in this phase. Although that pathway is a good direct link from 16th Ave to the bridge crossing to the Community Center, and the westward Primary Path A3 across the upper part of the hill side to 14th Ave and the ramp slope sections to Lower Sankey. It is recommended that we use the RR grade as path connection. The westward path of A3 ties into a number of small trail side paths linking picnic tables and benches on the hill side overlooking Sankey Park.
 - ACTION:**
 - Layout exact location for sidewalk section on hillside grade.
- Historic information has been gathered regarding the construction of the Bandstand and Gazebo, and compiled, but not yet formally recorded. In the historic information about the Bandstand is a comment about the hill

side behind it being setup for an amphitheater format. However a bowl shape format would require significant excavation. The current bulge shape would allow tables and benches to view different directions from the hill.

ACTION: Register the Bandstand and Gazebo on Historic Register.

Decision on bowl or bulge hillside seating and tables overlooking Bandstand Stage and park.

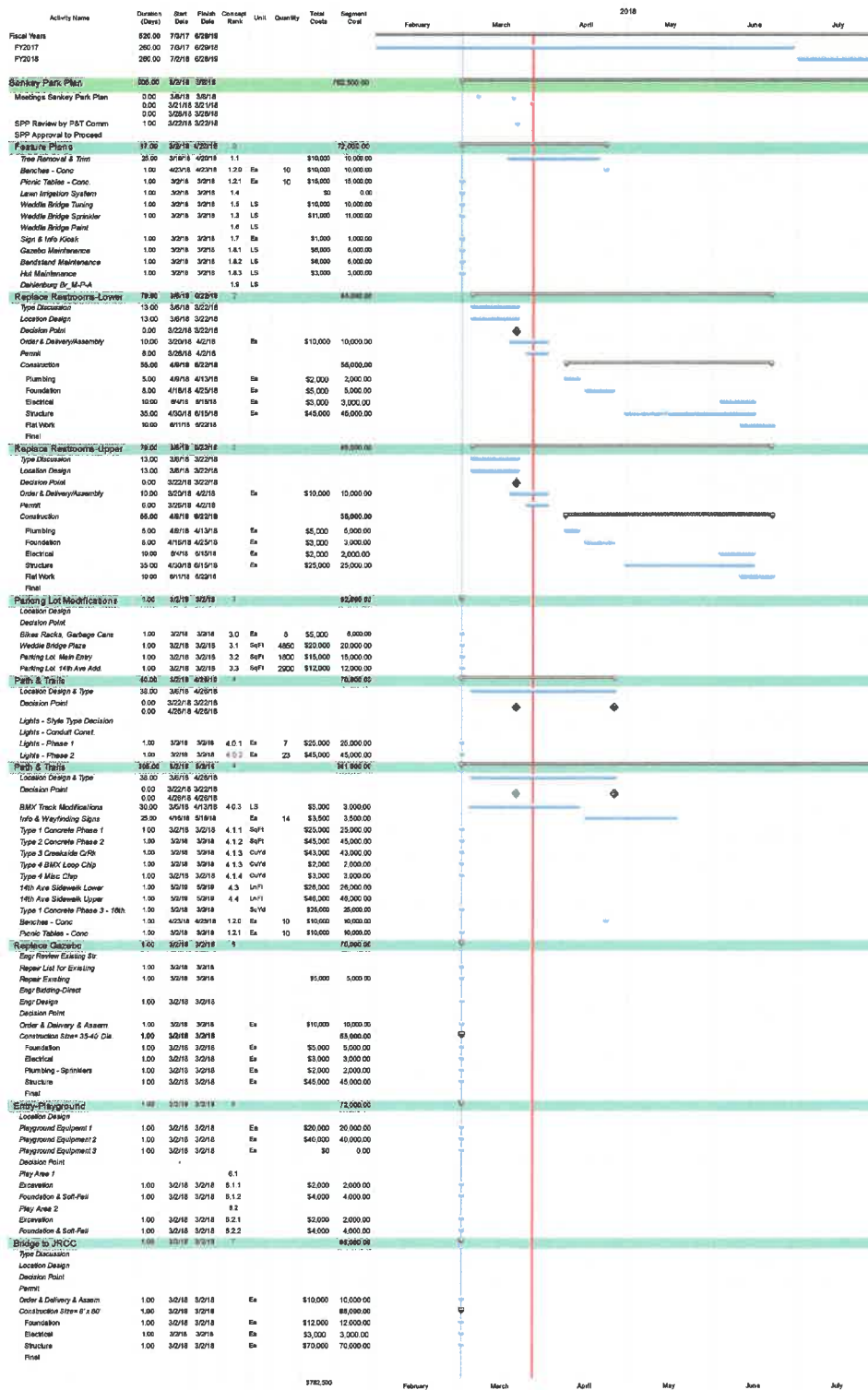
Park trails in this area are intended to be 3' wide and chip or gravel trails oriented east-west.

Place additional tables.

Construction Schedule & Estimate.

CONSTRUCTION SCHEDULE

This timeline chart indicates the construction phases of Bidding, Contracts, and Construction (In-Progress).



CONSTRUCTION ESTIMATES

The following spreadsheet shows a detailed listing of each pathway segment, size, cost and type. The Path Name (eg. "A1") also indicates the priority of each segment and are listed on the Project Map. These draft cost estimate of the Sankey Concept Plan will vary as specific details come available.

This is "In-Progress", costs and bidding format is being evaluated. Often concrete work is best costed as Sq Yard, or Cu Yard, or Sq Foot, depending on the scope and volume of work. Please note the differing costs based on bid format. Secondary paths and trails with crushed rock or chip material are nearly always bid as Cu Yard.

Paths	Phase	Length	Width	Depth	SqFt	SqYd	CuYd	Unit	Unit Cost	Concept	Total Cost	Total Cost		
										Total Cost	SqYd	CuYd		
										SqFt	\$ 50	\$ 200		
										\$ 6	\$	\$		
Primary R	A1	Concrete	1	700	6	0.33	4200	467	52	SqYd	\$ 42	\$ 25,200	\$ 19,600	\$ 10,391
	A2	Concrete	1	150	6	0.33	900	100	11	SqYd	\$ 42	\$ 5,400	\$ 4,200	\$ 2,227
	A3	Concrete	2	710	6	0.33	4260	473	53	SqYd	\$ 42	\$ 25,560	\$ 19,880	\$ 10,540
	A4	Concrete	2	440	6	0.33	2640	293	33	SqYd	\$ 42	\$ 15,840	\$ 12,320	\$ 6,532
	A5	Concrete	3	250	6	0.33	1500	167	19	SqYd	\$ 42	\$ 9,000	\$ 7,000	\$ 3,711
	A6	Concrete	3	920	9	0.67	8280	920	205	SqYd	\$ 42	\$ 49,680	\$ 38,640	\$ 40,971
				3170			21780				\$ 130,680	\$ 101,640	\$ 74,371	
Upper BM	B1	Cr Rock	1	1020	5	0.33	5100	567	63	CuYd	\$ 26	\$ 10,200		\$ 14,733
Chip Opt.	B2	Cr Rock	2	80	5	0.33	400	44	5	CuYd	\$ 26	\$ 800		\$ 1,156
	B3	Cr Rock	2	110	5	0.33	550	61	7	CuYd	\$ 26	\$ 1,100		\$ 1,589
	B4	Cr Rock	2	120	5	0.33	600	67	7	CuYd	\$ 26	\$ 1,200		\$ 1,733
				1330			6650				\$ 13,300		\$ 19,211	
Creek Side	C1	Cr Rock	1	520	5	0.33	2600	289	32	CuYd	\$ 26	\$ 5,200		\$ 7,511
	C2	Cr Rock	1	210	5	0.33	1050	117	13	CuYd	\$ 26	\$ 2,100		\$ 3,033
	C3	Cr Rock	1	440	5	0.33	2200	244	27	CuYd	\$ 26	\$ 4,400		\$ 6,356
	C4	Cr Rock	2	380	5	0.33	1900	211	24	CuYd	\$ 26	\$ 3,800		\$ 5,489
	C5	Cr Rock	2	330	5	0.33	1650	183	20	CuYd	\$ 26	\$ 3,300		\$ 4,767
	C6	Cr Rock	2	810	5	0.33	4050	450	50	CuYd	\$ 26	\$ 8,100		\$ 11,700
	C7	Cr Rock	2	290	5	0.33	1450	161	18	CuYd	\$ 26	\$ 2,900		\$ 4,189
				2980			14900				\$ 29,800		\$ 43,044	
Hillside	T1	Chip	2	150	3	0.33	450	50	6	CuYd	\$ 26	\$ 900		\$ 145
	T2	Chip	2	140	3	0.33	420	47	5	CuYd	\$ 26	\$ 840		\$ 135
	T3	Chip	2	180	3	0.33	540	60	7	CuYd	\$ 26	\$ 1,080		\$ 174
				470			1410				\$ 2,820		\$ 453	
14th Ave	S1	Concrete	2	430	5	0.33	2150	239	27	LnFt	\$ 45		\$ 19,350	
	S2	Concrete	2	200	5	0.33	1000	111	12	LnFt	\$ 45		\$ 9,000	
	S3	Concrete	3	400	5	0.33	2000	222	25	LnFt	\$ 45		\$ 16,000	
	S4	Concrete	3	500	5	0.33	2500	276	31	LnFt	\$ 45		\$ 22,500	
	S5	Concrete	3	70	5	0.67	350	39	9	LnFt	\$ 45		\$ 3,150	
				970			4850						\$ 72,000	

Additional spreadsheet chart with building construction costs below. – In progress – .

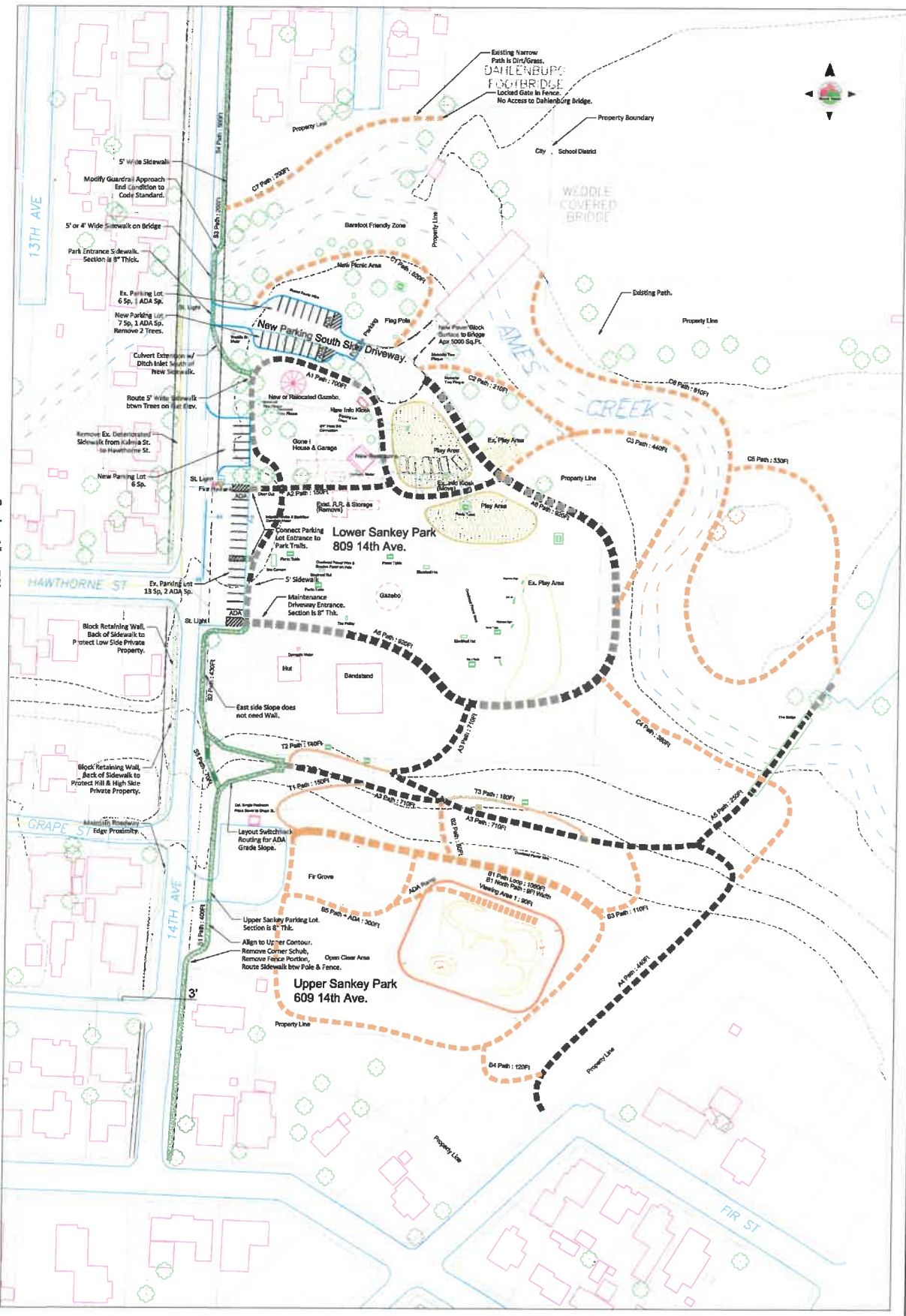
Working Summary Section.

- Summary P1: Removal of hazardous trees and thinning.
Replace Lower Sankey restrooms, add Upper Sankey restroom.
Pathway A1 and A2 construction.
BMX Track area improvements.
Weddle Bridge parking lot modification.
Lighting Style and Type.
Place tables & benches, remove stumps, boxes, planters, etc.
Tuning of the bridge truss system.
- Summary P2: Repair existing gazebo, build new gazebo.
Create Playground Area 1, move existing play structures.
Construct remainder paths and trails except link to 16th Ave.
Optional parking off 14th Ave near existing lot.
Dahlenburg Bridge location.
Additional table, benches and trail management improvements.
- Summary P3: Pedestrian Bridge to the Jim Riggs Community Center.
Path connection to 16th Ave & Fir St.
Construct Play Ground Area 2.
Sidewalk connections on 14th Ave from Elm St and/or Kalmia St.
Register Bandstand and Gazebo on Historic Register.
Park trails & benches on hill facing Bandstand.

Activity Name	Duration (Days)	Start Date	Finish Date	Concept Rank	Unit	Quantity	Total Costs	Segment Cost	2018						
									February	March	April	May	June	July	
Fiscal Years	\$20.00	7/31/17	6/28/19												
FY2017	260.00	7/31/17	6/28/18												
FY2018	260.00	7/2/18	6/28/19												
Sankey Park Plan	305.00	3/2/18	6/2/18				782,000.00								
Meetings Sankey Park Plan	0.00	3/6/18	3/6/18												
SPP Review by P&T Comm	0.00	3/2/18	3/2/18												
SPP Review by P&T Comm	1.00	3/2/18	3/2/18												
Phase 1 Phasit	37.00	3/2/18	4/25/18	6			72,000.00								
Tree Removal & Trim	25.00	3/16/18	4/25/18	1.1			\$10,000								
Benches - Conc	1.00	4/23/18	4/23/18	1.2	Ea	10	\$10,000								
Picnic Tables - Conc.	1.00	3/2/18	3/2/18	1.2	Ea	10	\$15,000								
Lawn Irrigation System	1.00	3/2/18	3/2/18	1.4			\$0								
Weddle Bridge Tuning	1.00	3/2/18	3/2/18	1.5	LS		\$10,000								
Weddle Bridge Sprinkler	1.00	3/2/18	3/2/18	1.5	LS		\$11,000								
Weddle Bridge Paint					LS										
Sign & Info Kiosk	1.00	3/2/18	3/2/18	1.7	Ea		\$1,000								
Gazebo Maintenance	1.00	3/2/18	3/2/18	1.8	LS		\$5,000								
Bandstand Maintenance	1.00	3/2/18	3/2/18	1.8	LS		\$6,000								
Hill Maintenance	1.00	3/2/18	3/2/18	1.8	LS		\$3,000								
Dellburg St. J.H.P.A					LS										
Replace Restrooms-Lower	78.00	3/6/18	6/22/18	7			85,000.00								
Type Discussion	13.00	3/6/18	3/27/18												
Location Design	13.00	3/6/18	3/27/18												
Decision Point	0.00	3/22/18	3/22/18												
Order & Delivery/Assembly	10.00	3/20/18	4/2/18		Ea		\$10,000								
Permit	6.00	3/26/18	4/2/18												
Construction	55.00	4/9/18	6/22/18				55,000.00								
Plumbing	5.00	4/9/18	4/13/18		Ea		\$2,000								
Foundation	6.00	4/16/18	4/25/18		Ea		\$5,000								
Electrical	10.00	6/4/18	6/15/18		Ea		\$3,000								
Structure	35.00	4/30/18	6/15/18		Ea		\$45,000								
Final Work	10.00	6/11/18	6/22/18												
Final															
Replace Restrooms-Upper	78.00	3/6/18	6/22/18	7			85,000.00								
Type Discussion	13.00	3/6/18	3/27/18												
Location Design	13.00	3/6/18	3/27/18												
Decision Point	0.00	3/22/18	3/22/18												
Order & Delivery/Assembly	10.00	3/20/18	4/2/18		Ea		\$10,000								
Permit	6.00	3/26/18	4/2/18												
Construction	55.00	4/9/18	6/22/18				55,000.00								
Plumbing	5.00	4/9/18	4/13/18		Ea		\$5,000								
Foundation	6.00	4/16/18	4/25/18		Ea		\$3,000								
Electrical	10.00	6/4/18	6/15/18		Ea		\$2,000								
Structure	35.00	4/30/18	6/15/18		Ea		\$25,000								
Final Work	10.00	6/11/18	6/22/18												
Final															
Signing Lot Modifications	1.88	3/2/18	3/2/18	3			\$2,000.00								
Location Design															
Decision Point															
Blues Racks, Garbage Cans	1.00	3/2/18	3/2/18	3.0	Ea	8	\$5,000								
Weddle Bridge Plaza	1.00	3/2/18	3/2/18	3.1	SqFt	4850	\$20,000								
Parking Lot Main Entry	1.00	3/2/18	3/2/18	3.2	SqFt	1800	\$15,000								
Parking Lot 14th Ave Adz.	1.00	3/2/18	3/2/18	3.3	SqFt	2500	\$12,000								
Path & Trails	40.00	3/2/18	6/28/18	4			16,680.00								
Location Design & Type	38.00	3/6/18	4/26/18												
Decision Point	0.00	3/22/18	3/22/18												
Lights - Style Type Decision															
Lights - Consult Const.															
Lights - Phase 1	1.00	3/2/18	3/2/18	4.0.1	Ea	7	\$25,000								
Lights - Phase 2	1.00	3/2/18	3/2/18	4.0.2	Ea	23	\$45,000								
Path & Trails	305.00	3/2/18	6/2/18	4			747,300.00								
Location Design & Type	38.00	3/6/18	4/26/18												
Decision Point	0.00	3/22/18	3/22/18												
BMX Track Modifications	30.00	3/6/18	4/13/18	4.0.3	LS		\$3,000								
Info & Wayfinding Signs	25.00	4/19/18	5/18/18		Ea	14	\$3,500								
Type 1 Concrete Phase 1	1.00	3/2/18	3/2/18	4.1.1	SqFt		\$25,000								
Type 2 Concrete Phase 2	1.00	3/2/18	3/2/18	4.1.2	SqFt		\$45,000								
Type 3 Concrete Core	1.00	3/2/18	3/2/18	4.1.3	CyYd		\$43,000								
Type 4 BMX Loop Chip	1.00	3/2/18	3/2/18	4.1.3	CyYd		\$2,000								
Type 4 Misc Chip	1.00	3/2/18	3/2/18	4.1.4	CyYd		\$3,000								
14th Ave Sidewalk Lower	1.00	5/2/18	5/2/18	4.3	LnFt		\$28,000								
14th Ave Sidewalk Upper	1.00	5/2/18	5/2/18	4.4	LnFt		\$48,000								
Type 1 Concrete Phase 3 - 18th	1.00	3/2/18	3/2/18	6.1	SqYd		\$28,000								
Benches - Conc	1.00	4/23/18	4/23/18	1.2	Ea	10	\$10,000								
Picnic Tables - Conc.	1.00	3/2/18	3/2/18	1.2	Ea	10	\$10,000								
Replace Gazebo	1.06	3/2/18	3/2/18	5			78,680.00								
Engr Review Existing Sr.															
Repair List for Existing	1.00	3/2/18	3/2/18												
Repair Existing	1.00	3/2/18	3/2/18				\$5,000								
Engr Bidding-Direct															
Engr Design	1.00	3/2/18	3/2/18												
Decision Point															
Order & Delivery & Assem.	1.00	3/2/18	3/2/18		Ea		\$10,000								
Construction Size= 35-40' Dia	1.00	3/2/18	3/2/18				\$5,000.00								
Foundation	1.00	3/2/18	3/2/18		Ea		\$5,000								
Electrical	1.00	3/2/18	3/2/18		Ea		\$3,000								
Plumbing - Sprinklers	1.00	3/2/18	3/2/18		Ea		\$2,000								
Structure	1.00	3/2/18	3/2/18		Ea		\$45,000								
Final															
Entry Playground	1.68	3/2/18	3/2/18	4			72,000.00								
Location Design															
Playground Equipment 1	1.00	3/2/18	3/2/18		Ea		\$20,000								
Playground Equipment 2	1.00	3/2/18	3/2/18		Ea		\$40,000								
Playground Equipment 3	1.00	3/2/18	3/2/18		Ea		\$0								
Decision Point															
Play Area 1				6.1											
Erection	1.00	3/2/18	3/2/18	6.1.1			\$2,000								
Foundation & Soft-Fall	1.00	3/2/18	3/2/18	6.1.2			\$4,000								
Play Area 2				6.2											
Erection	1.00	3/2/18	3/2/18	6.2.1			\$2,000								
Foundation & Soft-Fall	1.00	3/2/18	3/2/18	6.2.2			\$4,000								
Bridge to J.R.C.C.	1.80	4/2/18	3/2/18				25,200.00								
Type Discussion															

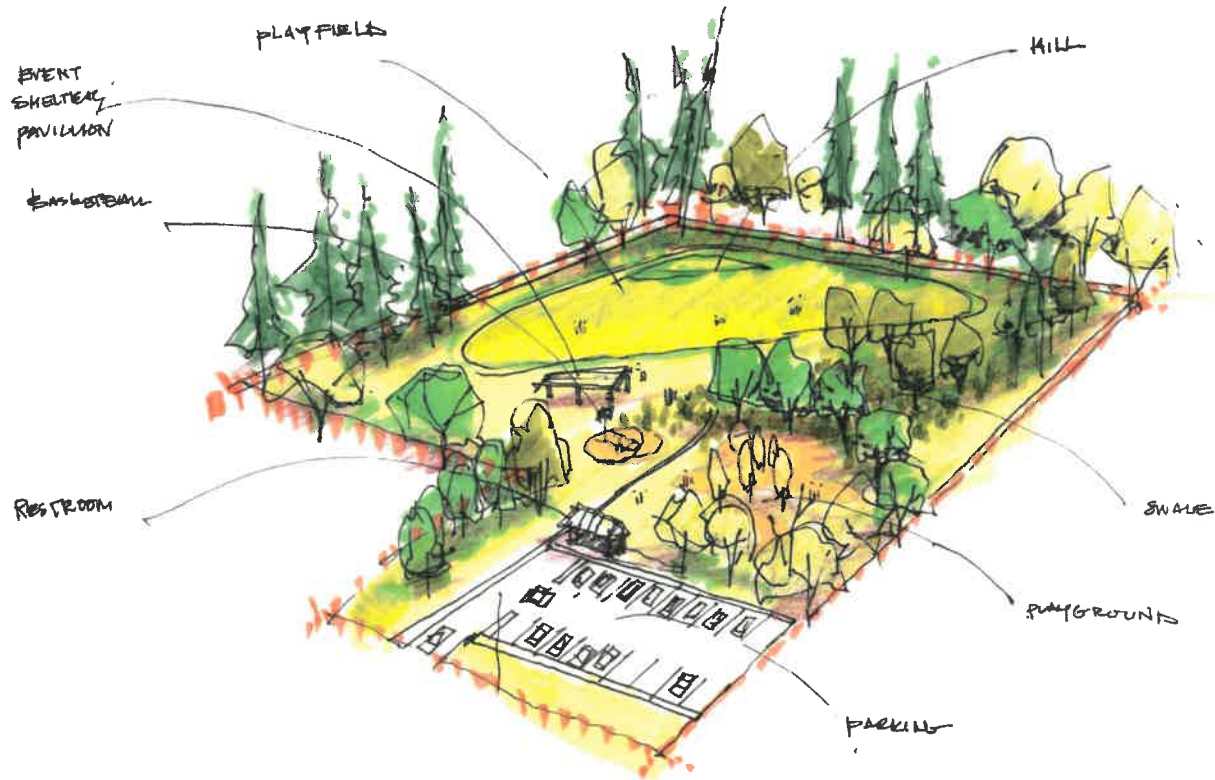
Paths	Phase	Length	Width	Depth	SqFt	SqYd	CuYd	Unit	Unit Cost	Concept Plan			Phase Total
										Total Cost	Total Cost	Total Cost	
										SqFt	SqYd	CuYd	
Primary Routes	Concrete 1	700	6	0.33	4200	467	52	SqYd	\$ 42	\$ 19,600	\$ 10,391	\$ 16,781	\$ 19,600
	Concrete 1	150	6	0.33	900	100	11	SqYd	\$ 42	\$ 4,200	\$ 2,227	\$ 3,996	\$ 4,200
	Concrete 2	710	6	0.33	4260	473	53	SqYd	\$ 42	\$ 19,880	\$ 10,540	\$ 17,021	
	Concrete 2	440	6	0.33	2640	293	33	SqYd	\$ 42	\$ 12,320	\$ 6,532	\$ 10,548	
	Concrete 3	250	6	0.33	1500	167	19	SqYd	\$ 42	\$ 7,000	\$ 3,711	\$ 5,993	
	Concrete 3	920	9	0.67	8280	920	205	SqYd	\$ 42	\$ 38,640	\$ 40,971	\$ 33,083	
		3170			21780					\$ 101,640	\$ 74,371	\$ 87,021	
Upper BMX	Cr Rock 1	1020	5	0.33	5100	567	63	CuYd	\$ 26	\$ 14,733	\$ 14,733		\$ 14,733
	Cr Rock 2	80	5	0.33	400	44	5	CuYd	\$ 26	\$ 1,156	\$ 1,156		
	Cr Rock 2	110	5	0.33	550	61	7	CuYd	\$ 26	\$ 1,589	\$ 1,589		
	Cr Rock 2	120	5	0.33	600	67	7	CuYd	\$ 26	\$ 1,733	\$ 1,733		
		1330			6650					\$ 19,211			
Creek Side	Cr Rock 1	520	5	0.33	2600	289	32	CuYd	\$ 26	\$ 7,511	\$ 7,511		\$ 7,511
	Cr Rock 1	210	5	0.33	1050	117	13	CuYd	\$ 26	\$ 3,033	\$ 3,033		\$ 3,033
	Cr Rock 1	440	5	0.33	2200	244	27	CuYd	\$ 26	\$ 6,356	\$ 6,356		\$ 6,356
	Cr Rock 2	380	5	0.33	1900	211	24	CuYd	\$ 26	\$ 5,489	\$ 5,489		
	Cr Rock 2	330	5	0.33	1650	183	20	CuYd	\$ 26	\$ 4,767	\$ 4,767		
	Cr Rock 2	810	5	0.33	4050	450	50	CuYd	\$ 26	\$ 11,700	\$ 11,700		
	Cr Rock 2	290	5	0.33	1450	161	18	CuYd	\$ 26	\$ 4,189	\$ 4,189		
		2980			14900					\$ 43,044			
Hillside	Chip 2	150	3	0.33	450	50	6	CuYd	\$ 26	\$ 145	\$ 145		
	Chip 2	140	3	0.33	420	47	5	CuYd	\$ 26	\$ 135	\$ 135		
	Chip 2	180	3	0.33	540	60	7	CuYd	\$ 26	\$ 174	\$ 174		
		470			1410					\$ 453			
14th Ave	Concrete 2	430	5	0.33	2150	239	27	LnFt	\$ 45	\$ 19,350	\$ 19,350		
	Concrete 2	200	5	0.33	1000	111	12	LnFt	\$ 45	\$ 9,000	\$ 9,000		
	Concrete 3	400	5	0.33	2000	222	25	LnFt	\$ 45	\$ 18,000	\$ 18,000		
	Concrete 3	500	5	0.33	2500	278	31	LnFt	\$ 45	\$ 22,500	\$ 22,500		
	Concrete 3	70	5	0.67	350	39	9	LnFt	\$ 45	\$ 3,150	\$ 3,150		\$ 55,433
		970			4850					\$ 43,650			

Scale: 1" = 50'



<p>1 OF 1</p>	<p>TITLE</p> <p>Sankey Park Concept Plan Improvements</p> <p>Draft - Tentative Layout Facilities & Paths - Draft</p>	<p>ISSUE / REV.</p> <p>XXXX</p>	<p>CITY OF SWEET HOME, Public Works Department</p> <p>Engineering Division, 1149 12th Avenue, 73341-367-8577, 73341-367-6665</p> <p>DATE</p> <p>1/11/2017</p>	<p>SRMS:</p> <p>8/10/2016 10:12:12 AM</p>	<p>DWG No./Rev.</p> <p>8/10/2016 10:12:12 AM</p> <p>FILE-DRW x-x</p> <p>SRM/XXXX</p>
---------------	--	--	---	--	---

STRAWBERRY PARK CONCEPT PLAN



CITY OF SWEET HOME, OREGON
OCTOBER 2015



ACKNOWLEDGEMENTS

This plan was developed by the University of Oregon's Community Planning Workshop (CPW) for the City of Sweet Home, Oregon. CPW wishes to thank Sweet Home Mayor Jim Gourley, Planning Services Manager Laura LaRoque, members of the Sweet Home Parks and Recreation Board, and Sweet Home City Council for their assistance with this project, as well as the public who participated in interviews in Sweet Home with the project team.

Community Planning Workshop is an experiential learning program affiliated with the Department of Planning, Public Policy and Management at the University of Oregon. Students work in teams under the direction of faculty and Graduate Teaching Fellows to develop proposals, conduct research, analyze and evaluate alternatives, and make recommendations for possible solutions to planning problems in Oregon communities.

CPW STAFF

Project Lead

Bethany Steiner, Associate Director

Project Associates

Greg Oldson

Dana Nichols

Nick Drummond

COMMUNITY PLANNING WORKSHOP

Community Service Center

1209 University of Oregon Eugene, OR 97403

Phone: 541-346-3615

<http://csc.uoregon.edu>

INTRODUCTION:	4-5
SITE ANALYSIS:	6
Summary	6
Location & Context	7
Existing Conditions Map	8
Tree Inventory Map	9
PROCESS:	10
Methodology	10
Project Timeline	11
Community Engagement Summary	12
Draft Design Options	14
Case Studies	15
DESIGN RECOMMENDATIONS:	16
Final Design Concept	16-18
Park Features	19
Project Phasing Strategies	20-21
COST ESTIMATE	22
Cost Estimate	23
APPENDIX:	24
Recommended Tree List	24
Vendor Resources	25-26

INTRODUCTION

INTRODUCTION

The City of Sweet Home, Oregon (the City) contracted with the Community Planning Workshop (CPW) to create a conceptual site design and plan for Strawberry Park, a 3.2 acre neighborhood park as identified by the Sweet Home Park System Master Plan (2014).

From late June to late September 2015, the CPW team worked with City officials and community members to perform site analysis and background research, organize various public outreach efforts, and synthesize feedback and design iterations into a final conceptual plan. The purpose of this plan is to identify and document the Sweet Home community's goals for the park site, and develop a schematic design, phasing plan,

and initial cost estimate that reflects these goals for approval by the Sweet Home City Council.

This document presents: (1) a description of the site's existing conditions; (2) a summary of the outreach and design processes; (3) final design recommendations, phasing plans, and cost estimate; and (4) an appendix of various resources for future park development.

STRAWBERRY PARK TODAY



SITE ANALYSIS

SITE ANALYSIS SUMMARY

Strawberry Park is located at 1340 Westwood Lane, in a residential neighborhood on the west side of Sweet Home. It is easily accessible from both OR-228 to the south and the Santiam Highway to the north. Located at a dead-end of Westwood Lane, the park has a single unmarked entrance that leads into an informal gravel parking lot with space for roughly 8 vehicles. There are no universally accessible spaces.

The park itself is composed largely of an open field with scattered trees concentrated around its perimeter. Benches and picnic tables are scattered modestly throughout the park, along with a small playground area and barbeque grill situated at the park's center.

A 6' chain-link fence, largely consumed by invasive vegetation borders the park to the east, south, and west, with residential lots beyond. A secondary pedestrian entrance from a multi-family housing development feeds into Strawberry Park from the west via a concrete path.

A large portion of the open field is a delineated wetland area, which becomes soggy and inundated in the wetter months. According to the 1983 Sweet Home Park System Master Plan, the park underwent turf and drainage improvements (1978 and 1979) through a grant from the Federal Land and Water Conservation Fund. Today, the irrigation system does not function. Based on limited

LOCATION & CONTEXT



visual analysis, excess stormwater from the wetland area drains towards the northeast of the site into a small stream that feeds the South Santiam River. The stream is visible along the northern border of Strawberry Park, where it flows into a culvert near the park's entrance.

The trees in Strawberry Park vary greatly in both species and age (see tree inventory on

page 9 for details). In general, most of the deciduous tree species appear to be in fair health. Conversely, a number of the park's conifers are stressed or dying. The CPW team recommends a proper soil survey be conducted before any new tree plantings are undertaken to better understand which species will thrive in Strawberry Park's environmental conditions.

EXISTING CONDITIONS MAP



- | | | | | | | |
|--|-----------------|--|--------------------------|--|---------------------------|---------------------------|
| | Park Boundary | | Stream | | Evergreen Coniferous Tree | N |
| | Taxlot Boundary | | Wetland Delineation Area | | Park Bench (4) | |
| | Park Boundary | | Stream | | Broadleaf Deciduous Tree | Evergreen Coniferous Tree |
| | Taxlot Boundary | | Wetland Delineation Area | | Park Bench (4) | Picnic Table (4) |
| | 2' Contour | | Broadleaf Deciduous Tree | | Picnic Table (4) | N |
| | 2' Contour | | Broadleaf Deciduous Tree | | Picnic Table (4) | |

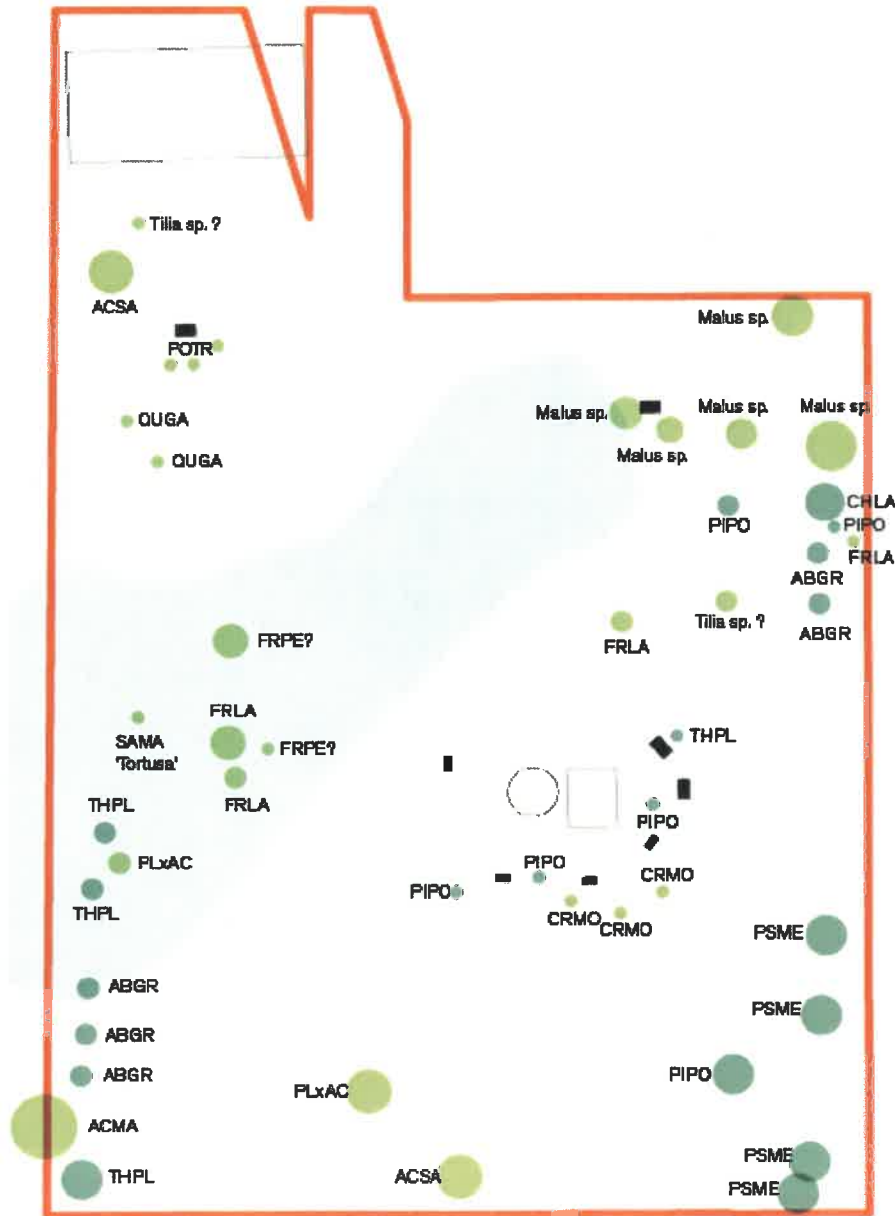
TREE INVENTORY MAP

DECIDUOUS TREES

- (2) Oregon White Oak
Quercus garryana (QUGA)
- (3) Quaking Aspen
Populus tremuloides (POTR)
- (1) Silver Maple
Acer saccharinum (ACSA)
- (1) Sugar Maple
Acer saccharum (ACSA)
- (1) Big Leaf Maple
Acer macrophyllum (ACMA)
- (4) Oregon Ash
Fraxinus latifolia (FRLA)
- (2) Green Ash
Fraxinus pennsylvanica (FRPE)
- (2) London Planetree
Platanus x acerfolia (PLxAC)
- (1) Corkscrew Willow
Salix matsudana 'Tortusa'
(SAMA 'Tortusa')
- (2) Linden
Tilia sp.
- (3) Common Hawthorne
Crataegus monogyna (CRMO)
- (5) Apple
Malus sp.

CONIFEROUS TREES

- (5) Grand Fir
Abies grandis (ABGR)
- (6) Pine
Pinus sp.
- (4) Douglas-fir
Pseudotsuga menziesii (PSME)
- (4) Western Red Cedar
Thuja plicata (THPL)
- (1) Port Orford Cedar
Chamaecyparis lawsoniana (CHLA)



PROCESS

METHODOLOGY

Using the Sweet Home Park System Master Plan as a guiding document, CPW approached the design for Strawberry Park by gathering information from site analyses and public outreach efforts. The following methods were used to develop the final plan and design for the park:

- Reviewed relevant literature including the current and previous iterations of park master plans and prior community engagement results.
- Inventoried and analyzed the existing conditions of Strawberry Park.
- Conducted stakeholder interviews of 14 Sweet Home residents to explore strengths and weaknesses of the park and to better understand the needs of the community, more specifically those residing or working near to the park.
- Incorporated feedback from two City-organized focus groups with local youth and senior citizens.
- Facilitated a community workshop to gauge greater public opinion about attitudes towards the park in its existing condition and explore the finer details of the park design.



PROJECT TIMELINE

- 6/19/15 - Project kickoff meeting
- Late June - Early July - Stakeholder interviews (14 interviewees)
- Mid July - Two City-organized focus groups with youth and senior citizens (~30 attendees)
- 7/21/15 - Community workshop at Strawberry Park (~30 attendees)
- 8/13/15 - Feedback on three design options at Sankey Park Movie Night (~40 respondents)
- 8/24/15 - Draft design presentation City of Sweet Home Parks Board
- 9/22/15 - Final draft design proposal to City of Sweet Home City Council

COMMUNITY ENGAGEMENT SUMMARY

Following the various community outreach exercises performed by the project team, feedback was synthesized into three guiding principles for the development of the final design and plan for Strawberry Park:

A PARK DESIGNED WITH PEOPLE IN MIND.

- Youth-centered play equipment such as swings, slides, open fields, and a water feature.
- A design that provides intentional seating and shade for parents to watch their kids play.
- Expanded parking lot to reduce street parking and make it easier for visitors to access the park.
- Simple restrooms to provide comfort to residents of all ages.
- Safety features such as lighting or improved visibility.

A PARK FOR CHANGING RECREATIONAL NEEDS.

- A gathering space, such as a pavilion, for community events or family BBQ's.
- Many residents described a need for a flexible space, to be used for running, playing, dogs etc.
- A circuit of pathways that encourage users to traverse the entire park by walking, running, or biking.

A PARK WITH A UNIQUE APPEAL.

- A community orchard to showcase the bounty of fruits that can grow in the Oregon climate.
- All residents recognize the need to reduce the amount of water that sits in the park. This area can be restored as a functioning wetland to increase biodiversity and increase opportunities for learning.
- Flowers, shrubs, and trees that are native to Oregon.



THREE DRAFT DESIGN OPTIONS

OPTION A



OPTION C



OPTION B



After conducting site analysis, stakeholder interviews, and the local community workshop at Strawberry Park, the CPW team created three draft design options to solicit broader community feedback at the Sankey Park Movie Night. While the three designs are comparable in terms of form and general scheme, the features and amenities in each design are different. The goal of this exercise was to refine the programming of the design concept and finalize the most essential features of the future park plan.

CASE STUDIES

To aid the schematic design and cost-estimation processes, the CPW team conducted several brief case studies of successful neighborhood and community parks in the Eugene-Springfield area. These parks are of similar size, context, and character as Strawberry Park, and contain many features that were popular with community members throughout the various outreach activities.



FAIRMOUNT PARK, EUGENE, OR

- .68 acres
- Basketball, Spray Play, ADA Playground, Picnic Area, Restrooms
- Community Development Block Grant, Private Funding, Neighborhood Matching Grants



SHADOW WOOD PARK, EUGENE, OR

- 1.57 acres
- Play Area, Informal Sports Field, Vegetated Swale, Walking Path



OAKMONT CITY PARK, EUGENE, OR

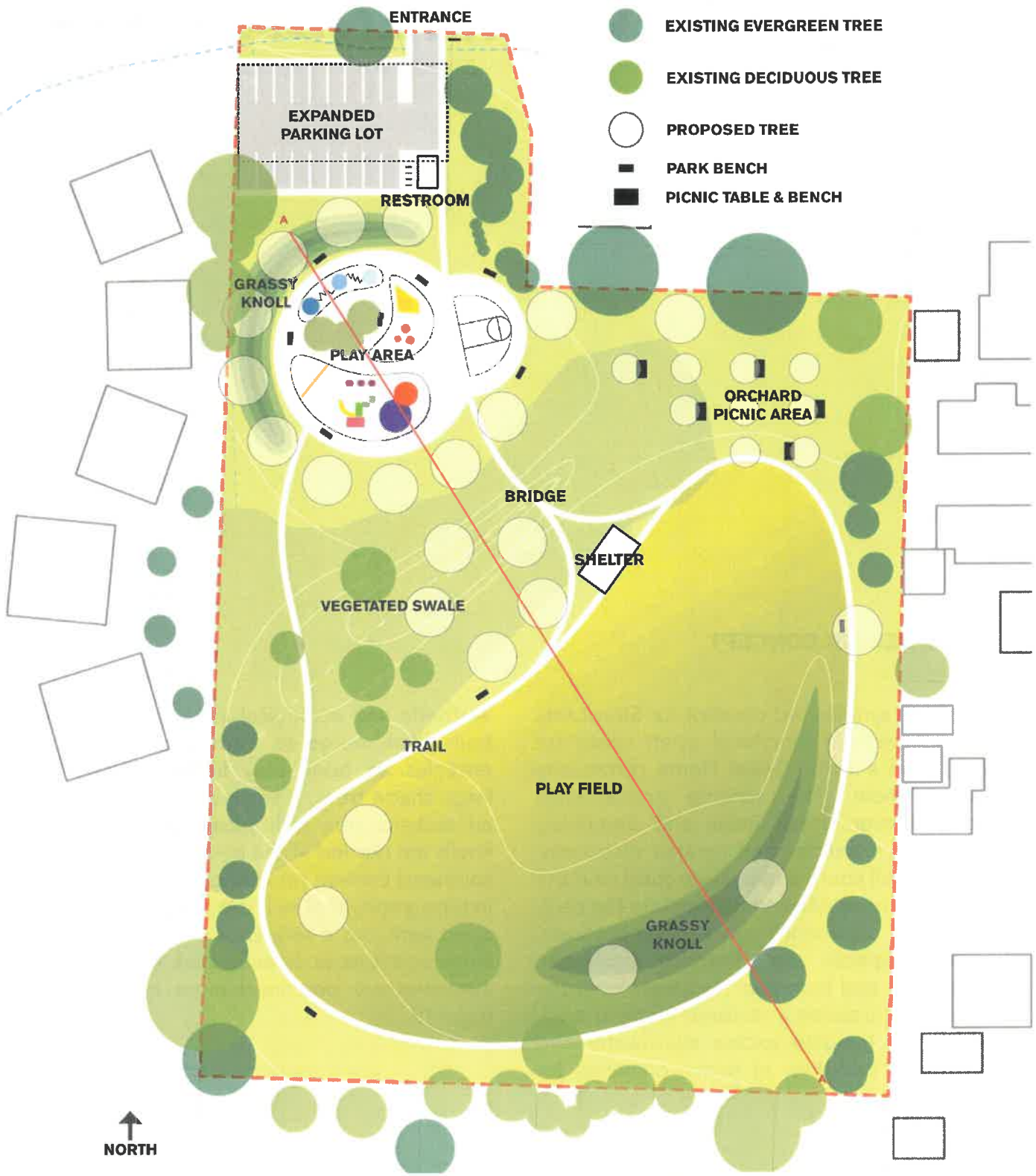
- 5.7 acres
- Basketball, Spray Play, Playground, Walking Path, Grassy Knoll
- Surrounded by residential land use on 3 sides.
- Focus on replacing irrigated zones with upland prairie habitat, multi-functional spaces to reduce project costs.

DESIGN RECOMMENDATIONS

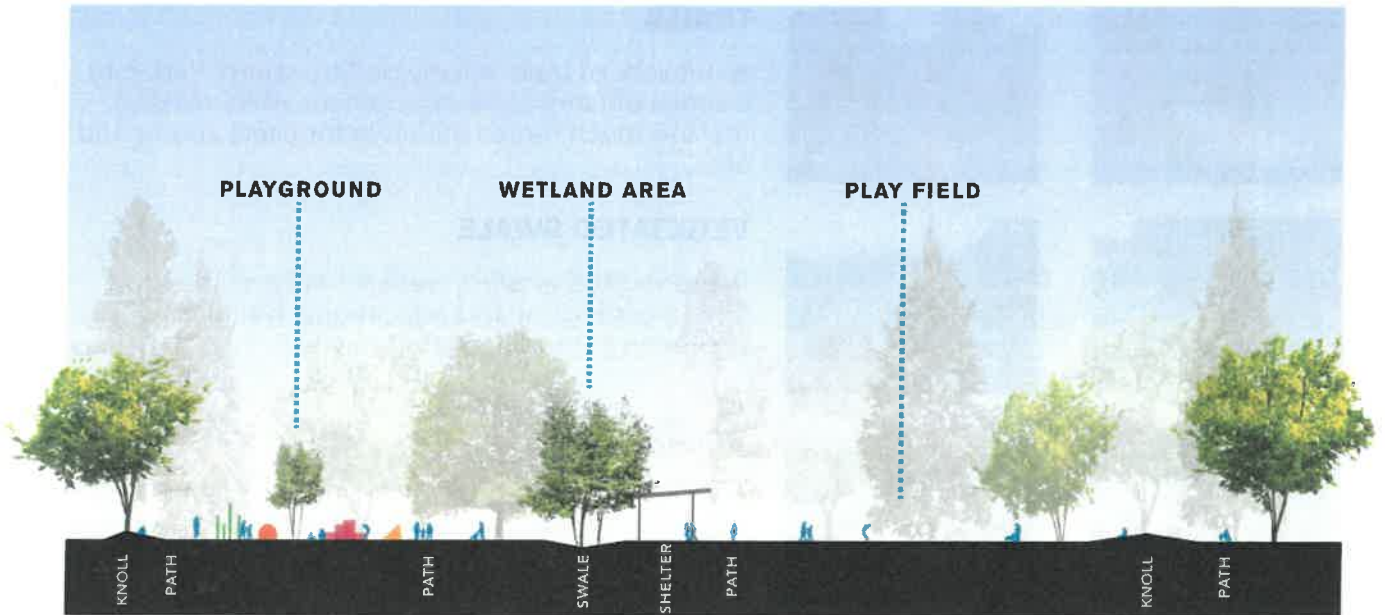
FINAL DESIGN CONCEPT

The final, synthesized concept for Strawberry Park provides a functional open space for neighbors and the Sweet Home community as a whole. The scheme concentrates actively-programmed areas and amenities, such as an expanded parking area, restrooms, a basketball court, and a playground near the park's entrance. Moving deeper into the park, users will experience more open-program, passive spaces for flexible recreation, gathering, and lounging. Two trails from the entry area traverse a restored wetland area, which will mitigate excess stormwater and provide a backdrop of native plantings for

aesthetic and ecological enhancement. The trails then merge to form a circuit, which encircles an open play field bordered by large shade trees, a small event shelter, and an orchard area with picnic tables. Grassy knolls are nestled at the park's northwest and southeast corners, providing a subtle variation in topography that will help divide the largely open park into a sequence of more intimate landscape spaces. Specific park features and amenities are described more in-depth on page 19.



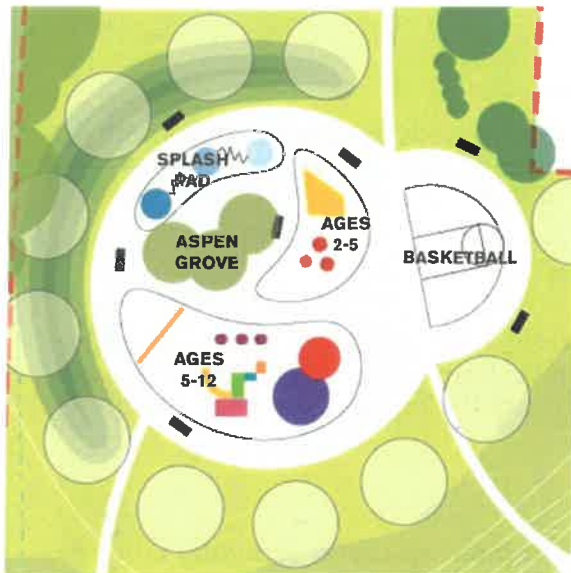
CONCEPTUAL SECTION



A NTS

A₁

PLAY AREA DETAIL



DESIGNING A SAFE PARK

Park safety was a point of concern for many community members involved in the outreach process. To ensure that Strawberry Park is a safe and welcoming space for many years to come, the CPW created a suite of design, maintenance, and use recommendations:

- Playground area should act as gateway or filter to rest of park, and thus be located near the park's entrance.
- Strong site lines from neighboring properties should be maintained to ensure constant "eyes on the park".
- Maintenance plans for both park and wetland area should prevent overgrowth of mid-story vegetation and low-hanging branches from trees.
- Path network should circulate activity to all corners of the park, but maintain a 25' minimum buffer from fence line.
- Bathroom should be locked during off hours.
- Park hours should be posted on park signage at entrance.
- As the park is developed, the City should assess the need for lighting with users, neighbors, and local law enforcement.

PARK FEATURES



TRAILS

A network of trails will divide Strawberry Park into a series of landscape experiences while making the site much more navigable for users young and old.



VEGETATED SWALE

Restoring the existing wetland will provide ample ecological and educational benefits, while preventing standing water on-site.



SPLASH PAD

A water play area provides a unique amenity that would be very popular with children in the summer months.



SHELTER

A covered structure provides a space for larger neighborhood events throughout all seasons.



RESTROOMS

Restrooms are essential to attracting steady use from families with children, especially if more community-oriented features such as the splash pad and pavilion are to be implemented.



TOPOGRAPHY

Knolls, or small berms, bookend the park creating a subtle variation in topography. These hills are formed from soil excavated for the swale, and create space for seating while buffering the play area from the parking lot.



ORCHARD

The existing apple trees on-site inspire a grid of ornamental fruit trees that frame a space for picnics and small events in the warmer months.

SUGGESTED PROJECT PHASING

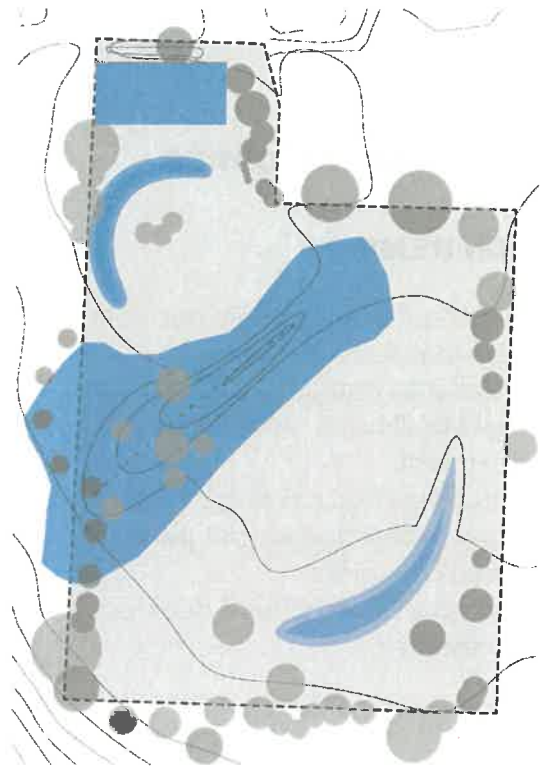
The following is an outline for a broad phasing strategy for the Strawberry Park plan. The CPW team, in consultation with City officials, was diligent to consider the most practical and cost-efficient sequence for the implementation of the park design, which first addresses immediate infrastructural needs in Phase 1. Once issues pertaining to drainage, utilities, and parking are resolved, Phases 2 and 3 outline flexible scenarios in which the

park can take shape as funding and resources become available. For more information on cost estimates for each project phase, see pages 22 & 23.

PHASE 1: INFRASTRUCTURE

ACTION ITEMS:

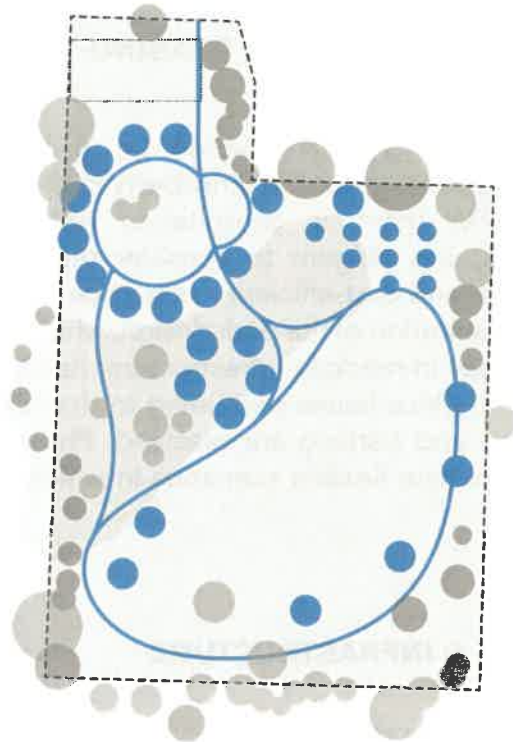
- Consult wetland restoration specialist (will require additional action items)
- Connect to City utilities
- Plan and install irrigation where deemed necessary
- Expand and pave parking lot
- Excavate vegetated swale and other earthworks related to wetland restoration
- Use fill soil to grade berms or store soil on site for future use
- Remove dead/dying trees
- Remove/relocate existing play structure
- Re-seed lawn where soil has been disrupted
- Develop wetland maintenance plan
- Install signage at park entrance



PHASE 2: FRAMING SPACE

ACTION ITEMS:

- Install hard and/or soft trail network
- Plant new trees around play field, orchard, swale, and play area
- Remove invasive species from property fence line
- Update park maintenance plan



PHASE 3: PARK AMENITIES

ACTION ITEMS:

- Build restroom or begin portable restroom rental service
- Install play equipment, splash pad, basketball hoop, and necessary ground treatment
- Install new and existing benches and picnic tables throughout park
- Install bike racks
- Build pavilion/shelter if deemed necessary



COST ESTIMATE

A project cost estimate has been prepared to illustrate potential construction costs that may be associated with items being considered for Strawberry Park. Actual costs may be higher or lower than those estimated. This estimate does not include costs for any outside consultation, or connection to City utilities.

Each line item is grouped into a project phase, with each phase showing a range for its projected total cost. As recommended by the City, the CPW team developed a design and associated budget that would give the

City flexibility in constructing the park within a phased approach while still allocating for the features and amenities desired by community members. This approach allows the City to continue to develop the park within the general framework illustrated in the Strawberry Park Concept Plan, while selecting specific facilities and amenities that best fit future budget constraints.

COST ESTIMATE

Phase	Program Element	Quantity	Unit	Cost/Unit	Total	Notes
1	Wetland					
	Wetland Consultant	TBD	TBD	TBD	TBD	Potential for funding via grants and volunteered labor
	Swale Excavation/Earthworks	~700	Cubic Yards	\$15.90	\$11,130.00	
	Utilities					
	Irrigation	TBD	TBD	TBD	TBD	Potential to hook into existing irrigation lines
	Water Main Connection	TBD	TBD	TBD	TBD	
	Parking Improvements					
Asphalt Paving	6527	Square Foot	\$3.00	\$19,581.00		
					\$30,000.00 - 60,000.00	Estimates vary depending on grant funding and labor/consultation costs
2	Path System					
	5' Concrete Path	9892	Square Foot	\$4.28	\$42,337.76	
	5' Soft Path	9892	Square Foot	\$0.78	\$7,715.00	
	Bridge Crossing at Swale	20	Linear Foot	\$375.00	\$7,500.00	
	Vegetation					
Deciduous Trees	32	Each	\$250.00	\$8,000.00		
					\$23,215.00 - \$57,837.00	Estimates vary depending on path material treatment number/species of trees
3	Restroom					
	Single Flush Restroom	1	Each	\$50,000.00	\$50-75,000.00	Prices range depending on fixtures and finishes
	Double Flush Restroom	1	Each	\$75,000.00	\$75-100,000.00	Prices range depending on fixtures and finishes
	ADA Portable Restroom Renta	1	Month	\$150.00	\$1,800.00 Annually	
	Youth Amenities					
	2-5 Year Old Play Area	1	Each	\$35,000.00	\$35,000.00	Includes ground treatment
	5-12 Year Old Play Area	1	Each	\$45,000.00	\$45,000.00	Includes ground treatment
	Splash Pad	1	Each	\$65,000.00	\$65,000.00	Includes ground treatment
	Basketball Hoop Area	1	Each	\$4,000.00	\$4,000.00	Includes ground treatment
	Site Furnishings					
	Drinking Fountain	1	Each	\$2,000.00	\$2,000.00	
	Trash Cans	2	Each	\$500.00	\$1,000.00	
	Bike Racks	4	Each	\$200.00	\$800.00	
	Benches (New)	4	Each	\$1,000.00	\$4,000.00	
	Picnic Tables (New)	1	Each	\$1,500.00	\$1,500.00	
BBQ Grills (New)	1	Each	\$150.00	\$150.00		
Signage	1	Each	\$500.00	\$500.00		
Shelter						
Small Pavilion Structure	1	Each	\$20,000.00	\$20,000.00		
					\$50,000.00 - 280,000.00	Estimates varying greatly depending on restroom and playground configurations

APPENDIX

RECOMMENDED TREE LIST

NOTE: Proper soil survey should be conducted before selecting and planting tree species. The following are initial recommendations.

PLAYGROUND AREA

Medium-large deciduous shade tree with fall color interest, strong trunk and branches, and tolerance of native soils.

Sugar Maple - *Acer saccharum*
American Ash - *Fraxinus americana*
Green Ash - *Fraxinus pennsylvanica*
Northern Red Oak - *Quercus rubra*
Scarlet Oak - *Quercus coccinea*

WETLAND AREA

Low-maintenance, preferably native deciduous species tolerant of swale-like conditions and native soils (Consult with wetland restoration specialist).

Vine Maple - *Acer circinatum*
Oregon Ash - *Fraxinus latifolia*
Paperbark Maple - *Acer griseum*
Red Alder - *Alnus rubra*
Cascara - *Rhamnus purshiana*
Himalayan Birch - *Betula utilis* var. 'jacquemontii'

ORCHARD AREA

Low-maintenance, preferably native ornamental/flowering fruit tree.

Adirondack Flowering Crabapple - *Malus* 'Adirondack'
Sugar Tyme™ Flowering Crabapple - *Malus* 'Sutyzam' Sugar Tyme™
Cutleaf Crabapple - *Malus transitoria* 'Schmidcutleaf' Golden Raindrops

PLAYFIELD AREA

Variety of large and unique deciduous or coniferous trees with visual interest and high canopy. Species may be only example in Sweet Home, thus creating an arboretum-like effect.

Black Walnut - *Juglans nigra*
Northern Red Oak - *Quercus rubra*
Bigleaf Maple - *Acer macrophyllum*
Tulip Tree - *Liriodendron tulipifera*
Maidenhair Tree - *Ginkgo biloba*
Deodar Cedar - *Cedrus deodara*
European Beech - *Fagus sylvatica*

VENDOR RESOURCES

SITE FURNISHINGS

Columbia Cascade Company
1300 S.W. Sixth Avenue, Suite 310
Portland, OR 97201
Phone: 503-223-1157
Email: david@gimberform.com

Huntco Site Furnishings, LLC
P.O. Box 10385
Portland, OR 97296
Phone: 503-224-8700
Email: sales@huntco.com

Cascade Recreation, Inc.
PO Box 64769
University Place, WA 98464
Phone: 253-566-1320
Email: info@cascaderec.com

WHOLESALE PLANT NURSERIES

Native Grounds Nursery
37545 Hwy 228
Brownsville, OR 97327
Phone: 541-954-0148
Email: nativegroundsnursery@gmail.com

Seven Oaks Native Nursery
29730 Harvest Drive SW
Albany, OR 97321
Phone: 541-757-6520
Email: info@SevenOaksNativeNursery.com

PLAYGROUND EQUIPMENT

Columbia Cascade Company
1300 S.W. Sixth Avenue, Suite 310
Portland, OR 97201
Phone: 503-223-1157
Email: david@gimberform.com

Buell Recreation Park and Playground Products
7327 Southwest Barnes Road #601
Portland, OR 97225
Phone: 800-266-1250
Email: doug@buellrecreation.com

Northwest Recreation
6925 SW Canyon Drive
Portland, OR 97225
Phone: 503-248-7770
Email: jim@nwrecreation.com

Northwest Playground Equipment
P.O. Box 2410
Issaquah, WA 98027
Phone: 800-726-0031
sales@nwplayground.com

SPRAY PLAY/WATER PLAY

Rain Deck
7319 S. Atwood Ste. 103
Mesa, AZ 85212
Phone: 888-445-7246
Email: info@raindeck.com

Aquatic Recreation Company, LLC
6500 Carlson Drive
Eden Prairie, MN 55346
Phone: 877-632-0503

Northwest Playground Equipment*
P.O. Box 2410
Issaquah, WA 98027
Phone: 800-726-0031
sales@nwplayground.com
*Area reseller of industry leader water play
company, Water Odyssey

RESTROOM FACILITIES

Public Restroom Company*
2587 Business Parkway
Minden, NV 89423
Phone: 888-888-2060
Email: info@publicrestroomcompany.com
*Has manufacturing facility in Oregon

Rometec, Inc.*
18240 North Bank Rd.
Roseburg, OR 97470
Phone: 541-496-3541
Email: service@rometec.com
*Based in Roseburg, Oregon

SHEDS/PAVILIONS

Northwest Playground Equipment*
P.O. Box 2410
Issaquah, WA 98027
Phone: 800-726-0031
Email: sales@nwplayground.com
* Reseller of pre-fab shelters from Poligon

MEMORANDUM



TO: Park and Tree Committee
FROM: Jerry Sorte, CED Director
DATE: December 13, 2018
SUBJECT: City Recreation Program

ISSUE: Under the Sweet Home Municipal Code, the Park and Tree Committee is tasked with reviewing the City's recreation programs during the December meeting.

BACKGROUND: For the past two years the City has budgeted \$10,000 for recreation programs. In addition, accounts have been set up to accommodate revenues and expenses for the Sweet Heart Run. The Sweet Heart Run typically pays for itself, exclusive of staff time, through grant funding, sponsorships, and registration fees. The \$10,000 recreation program budget has primarily funded the Harvest Festival and Movies in the Park. The City hosted one Movie in the Park in August 2018; which cost approximately \$600; not including staff time. In the past, the City has hosted multiple movies each summer. The Harvest Festival, which was held in October 2018, cost approximately \$3,000; not including staff time. The Harvest Festival in the past has cost \$5,000 to \$6,000. In total, the current recreation program expenses total approximately \$6,000 to \$7,000, which leaves a balance of approximately \$3,000 to \$4,000.

The question before the Park and Tree Committee is how the recreation program should move forward. There will likely be some funds available to expand the program; however, we will need to be strategic in how an expansion may occur. A limitation to our efforts is the amount of staff time that can be dedicated to program administration. This year we have been fortunate to have a part-time Project Assistant in the Community and Economic Development Department to organize events. These have also been successful in part due to the emphasis that has been placed on reaching out to partners to help with events. There was significant volunteer support for the Movie in the Park from the Park and Tree Committee. The Harvest Festival this year added community support from the Kiwanis Club, the Chamber of Commerce, and Dutch Bros, in addition to a host of volunteers. We are currently partnering with the Rotary Club to organize and run the February 9, 2019 Sweetheart Run.

I met with Kris Latimer and Tyler Reece at the Boys and Girls Club last year in December to see if there was a way for the City and the Club to collaborate in the provision of additional recreation services. I asked that they provide a list of potential programs that the Boys and Girls Club could offer if the City provided the funding. Tyler provided the concept included as Attachment A.

RECOMMENDATION:

My recommendation is that the Department continues to host Movies in the Park, the Harvest Festival, and support the Sweetheart Run. In addition, I recommend that we reach out again to the Boys and Girls Club and partner to provide additional recreational programming to the community. At the current budget level of \$10,000, we still have approximately \$3,000 to \$4,000 that could be used to expand the program. The Boys and Girls Club has a facility and staff that are available to implement programs.

Attachment A

Potential Activities that Could be Provided by the Boys and Girls Club
 ACTIVITY: FREQUENCY COST

Thinking this could run year round. Costs are minimal - staff and indirect (facilities). This could be free for the community OR we could do as we do in Lebanon and provide a 1 Year Open Gym Membership in exchange for a \$100 donation to the Club. Non-members pay daily \$1.00

Adult Basketball Open Gym - Noon MWF \$2340 (\$15/hour for a total of 156 gyms)

This could be a myriad of different things. We could bring in the pallet paint people, various crafts. Some could be "adult" i.e. wine and art, others could be family friendly. For these we'd need to charge some fee to the attendee in addition to covering expenses to the Club.

Adult and/or Family Craft Nights Monthly

We could provide yoga or other classes of that type. Cost and frequency would vary. At minimum we'd have one to two hours of staff time / episode (\$15/hour) + planning costs (\$25/hour)

Self Improvement Activities Varies