

MISSION STATEMENT

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



CITY OF SWEET HOME CITY COUNCIL AGENDA

WIFI Passcode:
guestwifi

March 26, 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 | Mayor Mahler |
| Councilor Gerson | Councilor Nash |
| Councilor Goble | Councilor Trask |
| Councilor Gourley | |

C. Consent Agenda:

- a) Approval of Minutes: March 12, 2019 City Council (pg. 3-6)
March 12, 2019 City Council WS (pg. 7)

D. Recognition of Visitors and Hearing of Petitions:

- a) Girl Scout Troop 20244 – Led by Troop Leader Kimi Nash

E. Old Business:

F. New Business:

- a) **Public Hearing: Wastewater Treatment Plant Project – Murray Smith (pg. 8)**
- b) Proclamation: Child Abuse Prevention Month (pg. 9)
- c) Request for Council Action – Adoption of a Plan of Action and Supplemental Budget Amendment Policy – Resolution No. 8 for 2019. (pg. 10-14)
- d) Request for Council Action – Oregon Parks and Recreation Grant – Resolution No. 9 for 2019 (pg. 15-18)
- e) Request for Council Action – 5 Year Service Agreement with Internet Provider (pg. 19-28)
- f) Request for Council Action – TMDL Plan Adoption (pg. 29-37)
- g) Request for Council Action – RFP for City Engineering Firm (38-67)
- h) Information Only – Grout Injection for Sewer Manhole I&I Reduction Efforts (pg. 70-84)
- i) Information Only – ATV, UTV Street Operation (pg. 85-100)

G. Ordinance Bills

- i. **Introduction and Request for Ordinance**
- ii. **First Reading of Ordinance Bills**
- iii. **Second Reading of Ordinance Bills**

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

MISSION STATEMENT

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

H. Reports of Committees:

- a) Mayor’s Report
 - i. If I Were Mayor Student Contest Information (pg. 101-102)
- b) City Manager’s Report
- c) Department Director’s Reports:
 - i. Finance Director
 - ii. Library Services Director
 - iii. Community and Economic Development Director
 - (1) Planning Commission Minutes 01-28-19 (pg. 103-105)
 - (2) Planning Commission Minutes 02-04-19 (pg. 106-108)
 - iv. Police Chief
 - v. Public Works Director
 - vi. City Attorney’s Report

I. Reports of City Officials:

Administrative & Finance/Property	Goble
Public Safety/Traffic Safety	Nash
Public Works	Mahler
Park and Tree Committee (Minutes 02-20-19)(pg. 109-111)	Trask
Youth Advisory Council	Gourley
Chamber of Commerce	Coleman
Council of Governments	Gerson
Area Commission on Transportation	Trask
Solid Waste Advisory Council	Goble
Ad Hoc Committee on Health	Gourley

J. Council Business for Good of the Order:

K. Adjournment

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SWEET HOME CITY COUNCIL
MEETING MINUTES

March 12, 2019

Mayor Mahler called the meeting to order at 7:05 p.m. in the Sweet Home Police Department. The Pledge of Allegiance was recited.

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

Visitors Registered to Speak: None

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

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: February 26, 2019 – Regular Meeting

Recognition of Visitors & Hearing of Petition:

Old Business:

Sweet Home Sanitation – Brian White and Jessica Baker
Sweet Home Sanitation Brian White gave an update on the recycling market. Mr. White announced there will be no garbage rate increase this year and there will only be a slight increase at the Transfer Station. Public education and a recycling outreach campaign was discussed.

Oregon Jamboree – Robert Shamek
Robert Shamek with the Oregon Jamboree addressed Council on the upcoming Oregon Jamboree Event Application and addressed concerns from the Council.

Chief Lynn presented a waiver of fees to the Jamboree to show the Council a breakdown of cost of the Oregon Jamboree to the City. An outline of closures was presented that included road and park closures. Input from Homeland Security will be sought regarding safety.

Public Comment
Larry Johnson, Peggy Curtis, Tom Yahres, Scott Weld and Carol Unruh all spoke in favor of the Oregon Jamboree.

New Business:

Request for Council Action –
Appointment to Park and Tree
Committee - Patton

City Manager Towry introduced the Request for Council Action for appointment of Nancy Patton to the Park and Tree Committee.

Motion to appoint Nancy Patton to the Park and Tree Committee for a four-year term to expire December 31, 2022 (Goble/Gerson) Motion passed with 7 Ayes, 0 Opposed and 0 Absent.

Request for Council Action –
Appointment to Budget Committee -
Schaffer

City Manager Towry introduced the Request for Council Action for appointment of Gerritt Schaffer to the Budget Committee.

Motion to appoint Gerritt Schaffer to the Sweet Home Budget Committee for a three-year term to expire December 31, 2021 (Coleman/Gerson) Motion passed with 7 Ayes, 0 Opposed and 0 Absent.

Request for Council Action –
Sweet Home PD Mobile and
Portable Emergency Radio
Replacement Project

The Sweet Home PD Mobile and Portable Emergency Radio Replacement Project Proposal was withdrawn by staff.

Request for Council Action -
City Manager Contract

City Manager Towry introduced the request to adopt an updated employment contract for the City Manager. Revisions included a change in severance pay. The contract was reviewed by legal counsel.

Motion to adopt the City Manager Employment Contract 03 04 2019 as presented. (Gerson/Goble). Motion passed with 7 Ayes, 0 Opposed and 0 Absent.

Information Only – Downtown Traffic
Management Plan

Sergeant Jason Van Eck presented information to the Council on a Downtown Traffic Management Plan. The plan includes additional patrol and placement of flashing signage. Grants have been secured for crosswalk safety, seatbelt safety and DUI enforcement.

Information Only – Consultant
Needs Assessment

Library Services Director introduced information only for a needs assessment that would evaluate how the Sweet Home Library Facility is working for current needs and future capacity. LSD Peda reviewed the Needs Assessment process and next steps that would include community input during forums.

**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 reminded everyone of the Annual Chamber Banquet on Saturday, March 16th.

City Manager's Report City Manager Ray Towry reported the Leadership Team will be attending training in Portland the rest of the week. City Manager Towry also reminded the Council of the Council Training on March 21st, 22nd and 23rd.

Department Directors Reports:

Finance Director City Manager Towry reported just under 50 accounts were scheduled for turn-off.

Library Director Library Services Director Peda reported obtaining two grants, one for the Summer Reading Program and the second for an All in One Safe Computer.

Community and Economic Development Director No Report.

Police Chief No Report

Public Works PWD Springman referred to his written report.

City Attorney No Report

Committee Reports:

Administration & Finance/
Property Committee No Report

Public/Traffic Safety No Report.

Public Works No Report

City Boards/Committees:

Chamber of Commerce Councilor Coleman announced the Annual Chamber Awards Banquet on March 16th.

Park & Tree Commission Councilor Trask reported the next meeting will be on March 20th.

Y.A.C. Councilor Gourley reported the YAC is working to partner with the Sweet Home School District for the YAC Leadership Summit. They are also planning their Day at the Capitol Annual Event.

Ad Hoc Committee
Community Healthcare Councilor Gourley reported the next meeting will be on March 18th at the Sweet Home Police Department.

Regional Boards/Committees:

Area Commission on Transportation (ACT) No Report

Council of Governments (COG) No Report

Solid Waste Advisory Council (SWAC) No Report

Council Business for Good of the Order: None

Adjournment: With no further business the meeting adjourned at 8:47 PM

The foregoing is a true copy of the proceedings of the City Council at the March 12, 2019 regular City Council Meeting.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

SWEET HOME CITY COUNCIL
SPECIAL MEETING WORK SESSION MINUTES

March 12, 2019

The City Council Work Session was opened at 5:55 p.m. in the City Hall Annex.

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

Staff: City Manager Ray Towry, Public Works Director Greg Springman, Community and Economic Development Interim Joe Graybill, Engineer Technician Trish Rice, and Recording Secretary Julie Fisher.

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

The purpose of the meeting was a presentation by Murray Smith on the new Wastewater Treatment Plant proposal. Preston Van Meter explained the process of how the plan was designed and reviewed the plans with the members of the Council. There was time for questions and answers. Two Public Hearings will be scheduled to allow for Public Comment on the matter.

The meeting adjourned at 6:56 p.m.

The foregoing is a true copy of the proceedings of the City Council at the March 12, 2019 City Council Work Session Meeting.

Mayor

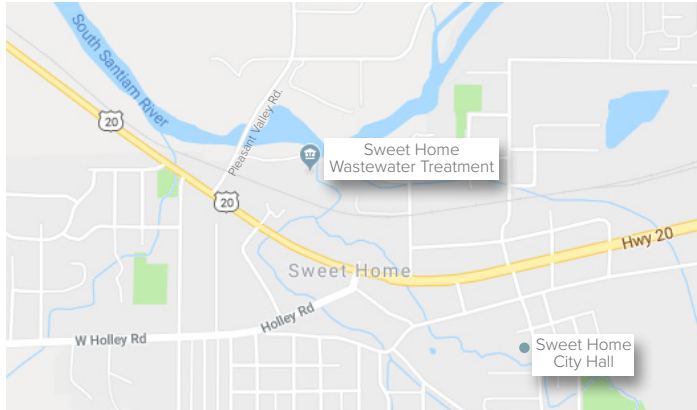
ATTEST:

City Manager – Ex Officio City Recorder



WWTP IMPROVEMENTS PROJECT

The City of Sweet Home treats the sewage from our homes and business at our wastewater treatment plant (WWTP), which is vitally important in protecting the health of the South Santiam River. Our WWTP needs to be upgraded to comply with State regulations we are required to meet.



WWTP IMPROVEMENTS PROJECT OVERVIEW

Over the past 20 years, our community has spent a lot of money upgrading the pipes that deliver wastewater from our homes to the WWTP.

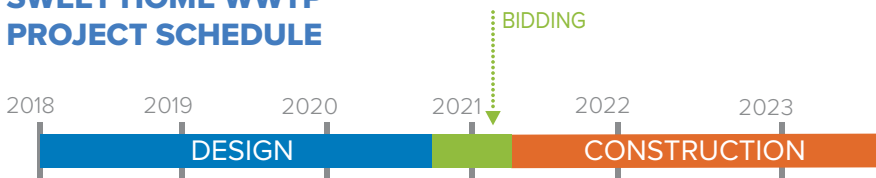
Our current WWTP is old, difficult to operate and has violated the permit that allows us to discharge treated water to the South Santiam River. This has resulted in fines from the state.

Once complete, the WWTP upgrades will serve our community for the next 20 years and beyond.

We will be spending wisely, taking advantage of the past investments of our community by rehabilitating, reusing and repurposing as much of the existing WWTP as possible to keep costs down.

Sweet Home is committed to keeping customers informed about plans for the wastewater system improvements, protecting water quality in local streams and rivers, and keeping costs as low as possible for sewer customers.

SWEET HOME WWTP PROJECT SCHEDULE



Come learn more about the project during upcoming City Council public hearings: **MARCH 26TH & APRIL 9TH AT 6:30PM**

Council meetings are held at the Police Department
1950 Main St.

Your public testimony is welcome.

FAQ

Why are we doing this now? Can we wait a little longer?

The original WWTP was built in the 1950's, with upgrades in the 1970's and 1990's. Much of the original WWTP is still in use today! If we wait any longer, we will be forced to demolish and rebuild the plant at a much higher cost.

How much will the project cost?

Recent efforts by City staff and engineers have reduced the estimated cost of the project from \$42 Million to \$28.2 Million.

How is our community paying for this?

We will use a combination of funding sources to pay for the project, including local savings, grants and low-interest loans.

Will my sewer rates increase?

City Council proactively raised our sewer rates in 2018 in anticipation of the project, which is allowing us to save up approximately \$7M in local funds for the project. City Council and staff are working hard to secure additional outside funding for the project so we can keep our sewer rates affordable.

Are grants and other funding sources we don't need to repay being pursued?

Yes! We have already secured a \$2M earmark from the state and are pursuing grants and other incentive funding through state and federal programs.

How long will it take to complete the project?

Design will begin in June of this year and construction is anticipated to be completed in about 4 years, or mid-2023.

How long will these upgrades last?

Our State required planning horizon is 20 years; however, we are anticipating that much of the equipment and upgrades will be used for the next 40-50 years just as parts of the original 1950's plant is used today.

MORE INFORMATION

To obtain more information about the WWTP Upgrades Project or to arrange a tour of the facility please visit:

<https://www.sweethomeor.gov/publicworks/project/wwtp-improvement-project>

or contact:

Greg Springman, *Public Works Director* | gspringman@sweethomeor.gov



Child Abuse Prevention Month Proclamation



Whereas, children are vital to our Oregon's future success, prosperity and quality of life as well as being our most vulnerable assets;

Whereas, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

Whereas, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

Whereas, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

Whereas, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

Therefore, I Greg Mahler, Mayor, do hereby proclaim April as Child Abuse Prevention Month and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Proclaimed this 27th day of March 2019.

Greg Mahler - Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: March 26, 2019	TITLE: Adoption of a Plan of Action and Supplemental Budget Amendment Policy	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
SUBMITTED BY: Brandon Neish, Finance Director		
REVIEWED BY: Ray Towry, City Manager	ATTACHMENTS: Resolution 8 for 2019 ORS 297.466 Sweet Home Audit pg. 57	

PURPOSE OF THIS RCA:

To adopt a budget amendment policy.

BACKGROUND/CONTEXT:

On February 26th, 2019, the Sweet Home City Council received and reviewed the audit as prepared and presented by City staff in conjunction with auditors from Grove, Mueller and Swank, P.C. (“auditors”). In reviewing this audit, Councilors were directed to page 57 of the audit document that reviewed the expenditures in excess of appropriations and the deficit fund balances. As noted in the document, the general government department and the Finance department in the General Fund was overspent by \$53 and \$394 respectively, the Capital Outlay category in the Public Safety Fund was overspent by \$59,403 and the Operations category in the Special Events Fund was overspent by \$4,210. Additionally, the Community Center fund balance finished the fiscal year with a deficit of \$772.

The overages in the General government department were due to spending on training. The budgeted amount for general government travel and training was \$1,500 and the City spent \$2,704. Reduced spending in other line items mitigated the full impact of the training expenses.

The overages in the Finance department were due to adjustments made after the fiscal year was closed specifically related to personnel expenses.

In the Public Safety Fund, the Capital Outlay category was overspent by the \$59,403 due to the purchase of an additional patrol vehicle in an effort to return to a normal replacement cycle. The Personnel and Materials and Services categories were underspent by \$185,004. However, when adopting the budget in 2017, Council split out operations and capital resulting in the current audit note.

The overages in the operations in the Special Events fund was due to additional spending on City events such as the Zombie Zoup Run, the Sweetheart Run and others above budgeted figures. Additional revenue was generated to match expenses, but no additional expenditure authority was granted to spend those revenues received.

Lastly, the overage in the Community Center fund was due to the current billing practice. The Senior Center and Boys and Girls Club are billed based on a flat rate established during budget development and adoption. Additional expenditures in the fund coupled with revenues less than expenses resulted in the fund deficit.

THE CHALLENGE/PROBLEM:

How will City staff and the City Council review expenditures and funds during the year to comply with Oregon Local Budget Law and ensure there are no future missteps?

STAKEHOLDERS:

- City of Sweet Home Budget Committee – The Budget Committee is an integral part of the budget development process and approves a budget with the expectation that the City is going to follow the budget which outlines the community’s needs and desires.
- City of Sweet Home staff – City staff are allocated budget resources through budget adoption and must be held accountable to spending limits.
- City of Sweet Home City Council – Council reviews and adopts the budget annually and reviews the annual audit documents for compliance with Council directives.

ISSUES & FINANCIAL IMPACTS:

Oregon Local Budget Law was developed to ensure citizens and Councils had more say in local government spending. As outlined in the audit, “Oregon law prohibits expenditures in excess of Council approve appropriations.” The City needs a policy and process in place to ensure that Council directives are followed, and appropriations are not exceeded. Additionally, ORS 297.466 requires a response when Local Budget Law is not followed.

ELEMENTS OF A STABLE SOLUTION:

Adopting a budget policy outlining transfer authorizations and supplemental budgets and use reporting to ensure compliance with policy.

OPTIONS:

1. Do Nothing. Council could choose to not pass this resolution. Doing so would conflict with the provisions found in ORS 297.466(2) and (3).
2. Move to adopt Resolution 8 for 2019, A Plan of Action and Supplemental Budget Amendment Policy. Adoption of the included policy would ensure there is a process in place for managing expenditures in excess of authorized amounts in the future and provide Council and staff with a vehicle for better monitoring expenditures.
3. Propose revisions to the Plan of Action and Supplemental Budget Amendment Policy prior to adoption. Council could choose to request revisions to the policy provided prior to its adoption. Staff would take policy revisions back to update the resolution and return at a future meeting for adoption.

RECOMMENDATION:

Staff recommends option 2, Move to adopt Resolution 8 for 2019, A Plan of Action and Supplemental Budget Amendment Policy. ORS 297 requires that the City respond within 30 days of the delivery of the annual audit. The proposed policy and procedure meet the requirements of the state and establishes a clear process to prevent unauthorized expenditure overruns in the future.

2017 ORS 297.466¹

Auditor statement required

- **procedure for determining and correcting deficiencies**
- **withholding of state funds**

- (1) In performing an audit and review required under ORS 297.425 (Annual audits required), the accountant under contract with the municipal corporation or the Secretary of State, whoever performs the audit and review, shall determine if the municipal corporation has, or has not, followed generally accepted accounting principles in reporting its financial condition and operations, established appropriate accounting systems and internal controls and substantially complied with legal requirements in conducting its financial affairs. The determination shall either be included in the signed expression of opinion or otherwise disclosed in the audit report required under ORS 297.465 (Standards for audits).
- (2) Upon receipt of an audit report under ORS 297.465 (Standards for audits), the governing body of a municipal corporation shall determine the measures it considers necessary to address any deficiencies disclosed in the report. The governing body shall adopt a plan of action to address the deficiencies. The plan must include the estimated period of time necessary to complete the planned actions.
- (3)
 - (a) Within 30 days after filing an audit report with the Secretary of State under ORS 297.465 (Standards for audits), a municipal corporation shall file with the secretary a copy of the plan of action adopted under subsection (2) of this section.
 - (b) At the request of the governing body of the municipal corporation, the secretary shall make suggestions for addressing the deficiencies cited in the audit report.
 - (c) For counties and cities, upon receipt by the secretary of the audit report and the plan of action adopted under subsection (2) of this section, the secretary shall either acknowledge the county or city's plan of action to address the deficiencies cited in the audit report or notify the county or city of deficiencies that, if not addressed, could result in withholding of funds under this section. If the governing body of the county or city does not agree with the notification by the secretary, the secretary shall provide the governing body with an opportunity for a conference regarding the notification, audit determinations or corrective measures to be taken.
- (4) If the Secretary of State determines that a county or city has not filed an audit report with the secretary as required under ORS 297.465 (Standards for audits), the secretary may certify the

determination to the State Treasurer, the Director of the Department of Revenue, the Director of Transportation and the Director of the Oregon Department of Administrative Services.

- (5)** If the Secretary of State concurs with determinations made under subsection (1) of this section in two successive audits and reviews of the same county or city, and determines that the governing body of the county or city has not taken adequate action to address the deficiencies cited in the notifications given under subsection (3) of this section, the secretary may certify the determination to the State Treasurer, the Director of the Department of Revenue, the Director of Transportation and the Director of the Oregon Department of Administrative Services. The certificate of the secretary under this subsection may be issued only after notice, opportunity to be heard and hearing pursuant to the provisions of ORS chapter 183, governing contested cases. The hearing shall be held within the jurisdiction of the county or city.
- (6)** Upon receipt of a certificate from the Secretary of State under subsection (4) or (5) of this section, the State Treasurer, the Director of the Department of Revenue, the Director of Transportation and the Director of the Oregon Department of Administrative Services shall withhold from distribution to the county or city 10 percent of the moneys otherwise to be distributed to it under ORS 221.770 (Revenue sharing to cities), 323.455 (Distribution of certain cigarette tax revenues), 366.762 (Appropriation from highway fund for counties) to 366.768 (Advances from highway fund to county), 366.785 (Definitions for ORS 366.785 to 366.820) to 366.820 (Limit to application of ORS 366.785 to 366.815), 471.805 (Disposition of moneys) and 471.810 (Distribution of available moneys in Oregon Liquor Control Commission Account). The moneys withheld shall be disbursed to the county or city only after the officer responsible for disbursement has received notice from the secretary that:
- (a)** The county or city has filed the audit report required under ORS 297.465 (Standards for audits) with the secretary; **or**
- (b)** The governing body of the county or city has taken action to follow generally accepted accounting principles in reporting financial condition and operations and establish appropriate accounting systems and internal controls and will substantially comply with legal requirements in conducting its financial affairs.
- (7)** The Secretary of State may not issue a certificate under subsection (5) of this section for failure to follow generally accepted accounting principles if a county or city has followed accounting practices authorized by state law.
- (8)** As used in this section, "generally accepted accounting principles" means those accounting principles sanctioned by recognized authoritative bodies such as the Governmental Accounting Standards Board, the American Institute of Certified Public Accountants, the Financial Accounting Standards Board or their successors. [1979 c.646 §2; 1981 c.245 §3; 1987 c.143 §8; 2007 c.184 §3; 2015 c.29 §3]

Resolution No. 08 for 2019

A RESOLUTION ADOPTING A PLAN OF ACTION AND SUPPLEMENTAL BUDGET ADMENDMENT POLICY FOR THE CITY OF SWEET HOME, OREGON

WHEREAS, the Sweet Home City Council has received and reviewed the 2017-2018 financial statement audit from Grove, Mueller & Swank, P.C. (the "Audit"), and;

WHEREAS, the Audit notes commented that during the 2017-2018 budget year the General government department and Finance department, the Capital Outlay category of the Public Safety Levy Fund and the Operations category of the Special Events Fund had expenditures in excess of appropriated budget amounts, and;

WHEREAS, the Community Center Fund had a deficit fund balance at year-end, and;

WHEREAS, the City Council desires to adopt a supplemental budgetary policy to require and assure that all expenditures by the City for any fiscal year be appropriated by action of the City Council taken prior to the end of the budget year in which such expenditures shall occur,

THEREFORE, BE IT RESOLVED THAT THE CITY OF SWEET HOME hereby adopts a budget appropriation policy to be added to the current City Financial Policy to read as follows:

"All expenditures by the city occurring within a fiscal year shall be authorized by the adopted budget of the City or by a supplemental budget resolution adopted prior to the end of the fiscal year. Expenditures exceeding authorized amounts occurring near the end of a fiscal year, that are necessary due to emergency conditions, and where there is insufficient time to complete supplemental budget procedures, and which further are authorized by the City Manager, shall be exempt from this requirement."

Further, the Finance Director must present quarterly a report to the City Council outlining the budget status of all City funds and propose any necessary transfer authorizations or supplemental budgets as needed.

The Finance Director is directed to file a copy of this Resolution with the appropriate State of Oregon officer in accordance with ORS 297.466(3).

This resolution shall take affect upon its approval and passage.

PASSED by the Council and approved by the Mayor this 26th day of March 2019

Mayor

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: March 26, 2019	TITLE: Authorization to Apply for an Oregon Parks and Recreation Grant	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION
SUBMITTED BY: Angela Clegg, Associate Planner		<input type="checkbox"/> MOTION
REVIEWED BY: City Manager Ray Towry	ATTACHMENTS: Resolution No. for 2019	<input type="checkbox"/> OTHER

PURPOSE OF THIS RCA:

Council Approval for staff to apply for an Oregon Parks and Recreation Grant for lower Sankey Park.

BACKGROUND/CONTEXT:

In 2016 the City of Sweet Home hired Community Service Center (CSC) associates from the University of Oregon to provide planning and technical assistance for a new vision at Sankey Park. CSC Associates and City Staff provided multiple opportunities for community engagement through surveys, face to face meetings, and meetings in the park where citizens could vote on what they wanted to see. Sankey Park has been an iconic public space for generations of Sweet Home residents. The Park’s central location makes it readily accessible to members of the Sweet Home community and visitors of all demographics. In addition to typical city park amenities such as play equipment and restrooms, Sankey provides access to serene natural areas and wooded trails. The site plays host to many events each year from community movie nights to the annual Oregon Jamboree music festival.

Through the conceptual redesign process, it was determined that while the park provides opportunities for recreation and access to green space in the heart of downtown, this comes with serious concerns of inappropriate park use and poor stewardship by park visitors. Longtime residents shared fond memories of the site while simultaneously noting concerns about the disrepair of current facilities. Issues of loitering and illegal behavior have caused safety concerns for residents who are apprehensive about bringing children, family members, and visitors to the space. The current plan re-envision Sankey as a vibrant community space for all Sweet Home residents and visitors. Drawing insights from the community itself, it honors the site’s past while looking forward and providing for the future.

The City began implementation of the [Sankey Park Concept Plan in 2018](#); which included the removal of the manufactured home, tree thinning, parking lot improvements, and installation of a new restroom. Removal of the old restroom is scheduled to occur in the next month.

The City of Sweet Home Staff and the Park and Tree Committee have identified projects and costs for proposed redesign elements using the conceptual redesign document as a guide. The City Engineer drafted a [Park 5 Year Capital Improvement Plan](#) CIP and a Sankey Park plan, schedule and cost documents. The Committee and staff drafted the Sweet Home Parks [7 Year Grant Plan](#) using the staff engineer’s documents as the template. The Park and Tree Committee reviewed the CIP and chose items to include in the grant. Once items were identified and approved for recommendation by the Park and Tree Committee, they formed a sub-committee of three members to help with the grant process. They held several meetings and consulted with staff and public works to create their Grant Plan recommendation. The Park and Tree sub-committee and staff are recommending applying for a reimbursable grant of \$243,000 to help cover the costs identified in the Sweet Home Parks [7 Year Grant Plan](#).

THE CHALLENGE/PROBLEM:

Should the City Council submit a grant application for \$243,000? The City would need to match 40%, \$162,000, which can include a mix of cash and in-kind services.

STAKEHOLDERS:

The proposed grant would assist the City with the ability to complete projects at Sankey Park and therefore fulfill the goal of providing a vibrant community space for all Sweet Home residents and visitors.

- City of Sweet Home: Having better more vibrant parks increases positive use, lowers crime, and increases the property values of homes near the park.
- Surrounding Residence: Studies show that there is an increase in property values with homes near and abutting parks. Increased positive use in the parks can result in lower crime rates in surrounding neighborhoods and a more positive, family-friendly environment,
- Outer Residence: Improved parks creates a family friendly gathering area that has safe park amenities mixed with open natural areas for families to explore.
- Businesses: Increased amenities within the community show vibrancy and will bring more people to town.
- Visitors: They see a vibrant and inviting community that makes them want to visit time and time again, and potentially choose Sweet Home as a place to live.

ISSUES & FINANCIAL IMPACTS:

- Project Amount: \$405,000
- Grant Amount: \$243,000
- 40% Match Requirement: \$162,000
 - City Parks Projects/Improv. Budget: \$30,000 (secured match from 2018-2019 budget)
 - Donations/In-Kind Contributions: \$132,000

Project Components In order of Priority:

1. Playground #1 (all new)	\$120,000
2. Playground #2 (upgrades)	\$ 30,000
3. Path A1, B1, and bollards	\$ 80,000
4. Path Lighting A1, A2, and B1	\$120,000
5. Weddle Bridge Plaza	\$ 30,000
6. Tables and Benches	\$ 20,000
7. Bike Rack, Signage/Wayfinding	\$ 5,000

The grant amount is comparable to other projects similar in scope and awarded through the Oregon Parks and Recreation Department.

If approved the Park and Tree Committee have formed a plan to solicit [community donations](#) thus fulfilling our goal of increased community involvement.

If 1/3 of the match requirement is not raised or pledged by March 8, 2019 staff will work with Public Works and the Sub-Committee to scale down the project and grant request, starting from the bottom of the priority list and working up. The grant application is due April 1, 2019.

ELEMENTS OF A STABLE SOLUTION:

To secure funding to complete the lower Sankey Park upgrades identified by the community and City staff.

OPTIONS:

1. Authorize staff to submit the proposed Parks and Recreation Department Development Project Grant as submitted and approve Resolution No. 9 for 2019;
2. Direct staff not to submit the proposed Parks and Recreation Department Development Project Grant;
3. Direct staff to submit the proposed Parks and Recreation Department Development Project Grant with recommended City Council changes (specify);
4. Take no action; or
5. Other

If the City Council approves the proposed grant, staff will prepare and submit the grant application. The grant submission deadline is April 1, 2019.

RECOMMENDATION:

Option No.1 - Authorize staff to submit the proposed Parks and Recreation Department Development Project Grant as submitted and make a motion to approve Resolution No. 9 for 2019;

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

RESOLUTION NO. 9 FOR 2019

A RESOLUTION AUTHORIZING THE CITY OF SWEET HOME TO APPLY FOR A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR THE DEVELOPMENT AND REHABILITATION OF PARK AMENITIES AT SANKEY PARK AND DELEGATING AUTHORITY TO THE ASSOCIATE PLANNER TO SIGN THE APPLICATION.

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the City of Sweet Home desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

WHEREAS, Park and Tree Committee, City Council, Community, and Staff have identified improvements at Sankey Park as a high priority need in Sweet Home, Oregon; and

WHEREAS, the project will replace aging playground equipment with new accessible equipment, construct approximately 2000 feet of paved and natural trails, path lighting, a historic Weddle Bridge plaza, tables, benches, bike racks and signage at Sankey Park in Sweet Home, Oregon.; and

WHEREAS, the City of Sweet Home has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

WHEREAS, the City of Sweet Home will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, ON A RECOMMENDATION FROM THE PARK AND TREE COMMITTEE, SUPPORTED BY THE COMMUNITY AND STAFF OF THE CITY OF SWEET HOME AS FOLLOWS: The City Council demonstrates its support for the submittal of a grant application to the Oregon Park and Recreation Department for development and rehabilitation of park amenities at Sankey Park and delegate authority to the Associate Planner to sign the application.

This Resolution shall be effective immediately upon its passage.

Passed by the City Council and APPROVED by the Mayor this 26th day of March 2019.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: March 26, 2019	TITLE: 5-Year Service Agreement with Internet Provider	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION
SUBMITTED BY: Brandon Neish, Finance Director		<input type="checkbox"/> MOTION
REVIEWED BY: Ray Towry, City Manager	ATTACHMENTS: Comcast EDI WAN Quote	<input type="checkbox"/> OTHER

PURPOSE OF THIS RCA:

To review the proposal from Comcast for fiber internet services to all City facilities.

BACKGROUND/CONTEXT:

The City began reviewing internet options as the move to the newly renovated City Hall gets closer to fruition. Currently, the City pays approximately \$2,000/month for a coaxial internet connection from Comcast. Included in this price is an ethernet setup which allows City buildings to connect to each other and share information such as the domain server (hosts our City logins and computer settings) and the exchange server (hosts the City’s email system). As part of the review of services, City staff considered a multitude of needs.

- 1) Speed
- 2) Accessibility/stability
- 3) Future growth

In reviewing these three categories, City staff determined that the City would be better served by internet access on a fiber line. As technology shifts to cloud-based systems, the City’s current internet service of 10/10mbs would begin to hamstring operations. Currently the City uses cloud-based software for the following (not an exhaustive list):

- Accounts payable
- Payroll
- Utility billing
- Public Works work orders
- Building permits
- Email (effective 4/1/2019)
- Software (Microsoft Office, Adobe Acrobat)
- Website maintenance

Given the need to maintain consistent access to these necessary work systems, it became clear that fiber internet had a distinct advantage. Multiple vendors supply fiber internet to Sweet Home. These include Comcast, CenturyLink and Peak Internet (based in Corvallis). Staff reached out to each vendor and received responses from two of them. Peak Internet chose not to provide a quote. Of the remaining two, CenturyLink provided a quote that ranged between \$3k and \$4k per month, well in excess of the City’s current internet service rates.

Comcast provided a quote totaling \$2,497 per month plus an additional amount to connect Public Works. The quote for the other three buildings would be based on a 60-month (five-year) agreement to build out a fiber connection to each location. Public Works would be served by a 36-month (three-year) agreement as the City weighs options for the Public Works facilities and staff. This quote is for an internet connection into each site as currently exists. Working with StepUP IT, the City’s IT support provider, a site-to-site connection will be established to ensure connectivity between city facilities.

When considering a fiber connection, additional benefits should be considered. First, fiber lines are made of glass. As a result, there is no electricity necessary for a connection to be established. In the event of a power outage in the area, critical City services such as communications, customer service and other infrastructure will be usable. Furthermore, fiber lines coming into town are usually buried underground. In the event of a natural disaster such as an earthquake or flooding, the City will potentially maintain its access to critical access points outside the City that would otherwise not exist.

Another benefit is the reliability of the connection. Fiber connections, per industry standard, typically come with specific service level agreements. In the event of an outage, fiber connections are usually restored first while coaxial connections are restored as crews are able (could be days/months) as poles are needed to replace any that are no longer usable and trees and other debris are cleared from the lines.

THE CHALLENGE/PROBLEM:

How does the City ensure long-term success in a changing information technology environment while maintain critical City services that residents and businesses depend on?

STAKEHOLDERS:

- City of Sweet Home residents. Residents expect certain service offerings from their government which directly affect livability. With a fiber connection, downtime would be less frequent and shorter compared to current services.
- City of Sweet Home staff. City staff utilize the City's internet services daily. For example, in the Finance Department, staff rely on internet services to access Springbrook, the City's financial management software. Additionally, Public Works uses Mobile 311 to respond to calls for service and other maintenance tasks. Loss of this system would dramatically change the City's response time to utility line breaks and other emergent needs. Library patrons use the internet for job searches, email access, printing and more. The Police Department uses the internet for inter-agency cooperation, a vital service used by Dispatch to field calls for service coming from Linn County. Community and Economic Development require working internet services to process building permits, review GIS maps and access the City code quickly and efficiently while working with customers. City Engineers utilize information stored on City servers located in City Hall which makes collaboration and safe file storage (best practice dictates storing on a server instead of a local computer) difficult for those working from Public Works.
- City of Sweet Home City Council. City Councilors utilize the internet services while visiting city facilities for meetings and other business. Additionally, Council goals (specifically Goal #2) strive to maintain an effective and efficient government which includes employing sound technology to maximize efficiency.

ISSUES & FINANCIAL IMPACTS:

Emergency preparedness is on the forefront of many government workplans and task forces to ensure communities are ready for a disaster should one occur. Additionally, expanded service offerings that are only available online is pushing governments to adapt to new technologies every day.

The proposed plan includes additional costs to Sweet Home departments totaling nearly \$1,500 per month (\$18,000 per fiscal year).

ELEMENTS OF A STABLE SOLUTION:

Switching the City's internet services from a slow, coaxial connection to a high-speed, fiber-based service would increase efficiencies, better prepare the government for various emergencies and set the City on the right course to keep up with evolving information technology.

OPTIONS:

1. Do Nothing. Council could choose not to enter into this agreement with Comcast. The City would maintain its current coaxial service when the move to City Hall is completed.
2. Move to enter into a five-year agreement with Comcast for City Hall, the Police Department and the Library and a three-year agreement for Public Works. This long-term agreement guarantees best price for the fiber internet connection while eliminating the costs associated with building a fiber-based service as Comcast will need to do for this to work.
3. Request staff research and pursue additional options. Council could request that City staff reach out to vendors once again to find a better option weighting costs and service offering. Staff would return to the Council once this research is complete to present what options are available.

RECOMMENDATION:

Staff recommends option 2, Move to enter into a five-year agreement with Comcast for City Hall, the Police Department and the Library and a three-year agreement for Public Works. This option provides the City with the best case. While the cost is higher than current services, staff believes that the increased benefits of fiber speeds and the stability of such a service offering far outweighs the cost increases presented.

MSA ID#: Or-1749156-Etorg

SO ID#: Or-1749156-ETorg-13149941

Account Name: City of Sweet Home

CUSTOMER INFORMATION (for notices)

Primary Contact: <u>Raymond Towry</u> Title: <u>City Manager</u> Address 1: <u>1140 12th Ave</u> Address 2: <u>Ste A</u> City: <u>Sweet Home</u> State: <u>OR</u> Zip: <u>97386</u> Phone: <u>(541) 367-6243</u> Cell: _____ Fax: _____ Email: <u>rtowry@sweethomeor.gov</u>	Billing Account Name: <u>City of Sweet Home</u> Billing Name (3rd Party Accounts): _____ Billing Contact: <u>Brandon Neish</u> Title: <u>Director Of Finance</u> Phone: <u>(541) 367-6243</u> Cell: _____ Fax: _____ Email: <u>bneish@sweethomeor.gov</u>	INVOICE ADDRESS Address 1: <u>1140 12th Ave</u> Address 2: <u>Ste A</u> City: <u>Sweet Home</u> State: <u>OR</u> Zip Code: <u>97386</u> Tax Exempt: <u>No</u> * If Yes, please provide and attach all applicable tax exemption certificates
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SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): <u>60</u>	
SUMMARY OF SERVICE CHARGES*	
Current Monthly Recurring Charges:	\$904.50
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$904.50
Change Monthly Recurring Charges:	\$1,592.50
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	\$1,592.50
Total Monthly Recurring Charges:	\$2,497.00
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$2,497.00
SUMMARY OF STANDARD INSTALLATION FEES*	
Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00
SUMMARY OF CUSTOM INSTALLATION FEES*	
Total Custom Installation Fee:	\$0.00
SUMMARY OF MONTHLY EQUIPMENT FEES	
Current Ethernet Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Change Ethernet Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Total Ethernet Service Equipment Fee Monthly Recurring Charges:	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges:	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services):	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	Raymond Hill
Name:	Name:	Sales Rep E-Mail:	raymond_hill@comcast.com
Title:	Title:	Region:	Portland
Date:	Date:	Division:	West

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

Short Description of Service:

Service Term:

PAGE 2 of X

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Change	Remove	Ethernet Network Interface - 10 / 100	Port	1101 13th Ave--City of Sweet Hom	-	Interstate	1	(\$67.50)	\$0.00
002	Change	Remove	ENS - Basic Network Bandwidth	10 Mbps	1101 13th Ave--City of Sweet Hom	-	Interstate	1	(\$234.00)	\$0.00
003	-	-	-	-	-	-	-	-	\$0.00	\$0.00
004	Change	Add	EDI - Network Interface - Gig E	Port	1101 13th Ave--City of Sweet Hom	-	Interstate	1	\$0.00	\$0.00
005	Change	Add	EDI - Bandwidth	100 Mbps	1101 13th Ave--City of Sweet Hom	-	Interstate	1	\$824.00	\$0.00
006	-	-	-	-	-	-	-	-	\$0.00	\$0.00
007	Change	Remove	Ethernet Network Interface - 10 / 100	Port	1950 MAIN ST--City of Sweet Hom	-	Interstate	1	(\$67.50)	\$0.00
008	Change	Remove	ENS - Basic Network Bandwidth	10 Mbps	1950 MAIN ST--City of Sweet Hom	-	Interstate	1	(\$234.00)	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	Change	Add	EDI - Network Interface - Gig E	Port	1950 MAIN ST--City of Sweet Hom	-	Interstate	1	\$0.00	\$0.00
011	Change	Add	EDI - Bandwidth	100 Mbps	1950 MAIN ST--City of Sweet Hom	-	Interstate	1	\$824.00	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	Change	Remove	Ethernet Network Interface - 10 / 100	Port	1140 12th Ave / 1140 12th Ave	-	Interstate	1	(\$67.50)	\$0.00
014	Change	Remove	ENS - Basic Network Bandwidth	10 Mbps	1140 12th Ave / 1140 12th Ave	-	Interstate	1	(\$234.00)	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	Change	Add	EDI - Network Interface - Gig E	Port	3225 MAIN ST-City of Sweet Home	-	Interstate	1	\$0.00	\$0.00
017	Change	Add	EDI - Bandwidth	100 Mbps	3225 MAIN ST-City of Sweet Home	-	Interstate	1	\$824.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	Change	Add	IPv4 Static Address Block /29 (6)	Static IP	3225 MAIN ST-City of Sweet Home	-	Interstate	1	\$25.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:	\$1,592.50	\$0.00
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COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

PAGE 3 of X

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
051	-	-	-	-	-	-			\$0.00	\$0.00
052	-	-	-	-	-	-			\$0.00	\$0.00
053	-	-	-	-	-	-			\$0.00	\$0.00
054	-	-	-	-	-	-			\$0.00	\$0.00
055	-	-	-	-	-	-			\$0.00	\$0.00
056	-	-	-	-	-	-			\$0.00	\$0.00
057	-	-	-	-	-	-			\$0.00	\$0.00
058	-	-	-	-	-	-			\$0.00	\$0.00
059	-	-	-	-	-	-			\$0.00	\$0.00
060	-	-	-	-	-	-			\$0.00	\$0.00
061	-	-	-	-	-	-			\$0.00	\$0.00
062	-	-	-	-	-	-			\$0.00	\$0.00
063	-	-	-	-	-	-			\$0.00	\$0.00
064	-	-	-	-	-	-			\$0.00	\$0.00
065	-	-	-	-	-	-			\$0.00	\$0.00
066	-	-	-	-	-	-			\$0.00	\$0.00
067	-	-	-	-	-	-			\$0.00	\$0.00
068	-	-	-	-	-	-			\$0.00	\$0.00
069	-	-	-	-	-	-			\$0.00	\$0.00
070	-	-	-	-	-	-			\$0.00	\$0.00
071	-	-	-	-	-	-			\$0.00	\$0.00
072	-	-	-	-	-	-			\$0.00	\$0.00
073	-	-	-	-	-	-			\$0.00	\$0.00
074	-	-	-	-	-	-			\$0.00	\$0.00
075	-	-	-	-	-	-			\$0.00	\$0.00
076	-	-	-	-	-	-			\$0.00	\$0.00
077	-	-	-	-	-	-			\$0.00	\$0.00
078	-	-	-	-	-	-			\$0.00	\$0.00
079	-	-	-	-	-	-			\$0.00	\$0.00
080	-	-	-	-	-	-			\$0.00	\$0.00
081	-	-	-	-	-	-			\$0.00	\$0.00
082	-	-	-	-	-	-			\$0.00	\$0.00
083	-	-	-	-	-	-			\$0.00	\$0.00
084	-	-	-	-	-	-			\$0.00	\$0.00
085	-	-	-	-	-	-			\$0.00	\$0.00
086	-	-	-	-	-	-			\$0.00	\$0.00
087	-	-	-	-	-	-			\$0.00	\$0.00
088	-	-	-	-	-	-			\$0.00	\$0.00
089	-	-	-	-	-	-			\$0.00	\$0.00
090	-	-	-	-	-	-			\$0.00	\$0.00
091	-	-	-	-	-	-			\$0.00	\$0.00
092	-	-	-	-	-	-			\$0.00	\$0.00
093	-	-	-	-	-	-			\$0.00	\$0.00
094	-	-	-	-	-	-			\$0.00	\$0.00
095	-	-	-	-	-	-			\$0.00	\$0.00
096	-	-	-	-	-	-			\$0.00	\$0.00
097	-	-	-	-	-	-			\$0.00	\$0.00
098	-	-	-	-	-	-			\$0.00	\$0.00
099	-	-	-	-	-	-			\$0.00	\$0.00
100	-	-	-	-	-	-			\$0.00	\$0.00
101	-	-	-	-	-	-			\$0.00	\$0.00
102	-	-	-	-	-	-			\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 3 SUBTOTAL:

\$0.00 \$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

PAGE 4 of X

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
103	-	-			-	-			\$0.00	\$0.00
104	-	-			-	-			\$0.00	\$0.00
105	-	-			-	-			\$0.00	\$0.00
106	-	-			-	-			\$0.00	\$0.00
107	-	-			-	-			\$0.00	\$0.00
108	-	-			-	-			\$0.00	\$0.00
109	-	-			-	-			\$0.00	\$0.00
110	-	-			-	-			\$0.00	\$0.00
111	-	-			-	-			\$0.00	\$0.00
112	-	-			-	-			\$0.00	\$0.00
113	-	-			-	-			\$0.00	\$0.00
114	-	-			-	-			\$0.00	\$0.00
115	-	-			-	-			\$0.00	\$0.00
116	-	-			-	-			\$0.00	\$0.00
117	-	-			-	-			\$0.00	\$0.00
118	-	-			-	-			\$0.00	\$0.00
119	-	-			-	-			\$0.00	\$0.00
120	-	-			-	-			\$0.00	\$0.00
121	-	-			-	-			\$0.00	\$0.00
122	-	-			-	-			\$0.00	\$0.00
123	-	-			-	-			\$0.00	\$0.00
124	-	-			-	-			\$0.00	\$0.00
125	-	-			-	-			\$0.00	\$0.00
126	-	-			-	-			\$0.00	\$0.00
127	-	-			-	-			\$0.00	\$0.00
128	-	-			-	-			\$0.00	\$0.00
129	-	-			-	-			\$0.00	\$0.00
130	-	-			-	-			\$0.00	\$0.00
131	-	-			-	-			\$0.00	\$0.00
132	-	-			-	-			\$0.00	\$0.00
133	-	-			-	-			\$0.00	\$0.00
134	-	-			-	-			\$0.00	\$0.00
135	-	-			-	-			\$0.00	\$0.00
136	-	-			-	-			\$0.00	\$0.00
137	-	-			-	-			\$0.00	\$0.00
138	-	-			-	-			\$0.00	\$0.00
139	-	-			-	-			\$0.00	\$0.00
140	-	-			-	-			\$0.00	\$0.00
141	-	-			-	-			\$0.00	\$0.00
142	-	-			-	-			\$0.00	\$0.00
143	-	-			-	-			\$0.00	\$0.00
144	-	-			-	-			\$0.00	\$0.00
145	-	-			-	-			\$0.00	\$0.00
146	-	-			-	-			\$0.00	\$0.00
147	-	-			-	-			\$0.00	\$0.00
148	-	-			-	-			\$0.00	\$0.00
149	-	-			-	-			\$0.00	\$0.00
150	-	-			-	-			\$0.00	\$0.00
151	-	-			-	-			\$0.00	\$0.00
152	-	-			-	-			\$0.00	\$0.00
153	-	-			-	-			\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$0.00 \$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 1/28/2019 MSA ID#: Or-1749156-Etorg SO ID#: Or-1749156-ETorg-13149941 Account Name: City of Sweet Home

PAGE 5 of X

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	1101 13th Ave--City of Sweet	1101 13TH AVE		Sweet Home	OR	97386	\$0.00	Mike Adams	(541) 367-6243	madams@ci.sweet-home.or.us	
2	1950 MAIN ST--City of Sweet	1950 MAIN ST		Sweet Home	OR	97386	\$0.00	Mike Adams	(541) 367-6243	madams@ci.sweet-home.or.us	
3	1140 12th Ave - City of Sweet	1140 12th Ave		Sweet Home	OR	97386	\$0.00	Mike Adams	(541) 367-6243	madams@ci.sweet-home.or.us	
4	3225 MAIN ST-City of Sweet	3225 MAIN ST		Sweet Home	OR	97386	\$0.00	Mike Adams	(541) 367-6243	madams@ci.sweet-home.or.us	
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REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: March 26, 2019	TITLE: TMDL Implementation Plan 2018-2023 Adoption	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION
SUBMITTED BY: T. Rice, Engineering Tech. G. Springman, PW Director	ATTACHMENTS: TMDL Implementation Plan 2018-2023	<input checked="" type="checkbox"/> MOTION
REVIEWED BY: R. Towry, City Manager		<input type="checkbox"/> OTHER

PURPOSE OF THIS RCA:

To adopt the *TMDL Implementation Tracking Plan 2018-2023* as per Oregon DEQ submittal requirements.

BACKGROUND/CONTEXT:

This request primarily has to do with stormwater runoff quality. A Total Maximum Daily Load (TMDL) defines the amount of a pollutant that can be present in a water body without causing water quality criteria to be exceeded. As per OAR 340-042-0080(4) the City of Sweet Home is required to develop and implement a TMDL Implementation Plan (Plan) that details specific actions the City will take to protect water quality. The South Santiam River and Wiley Creek are both TMDL listed water bodies under DEQ’s *Willamette Basin TMDL Chapter 14: Water Quality Management Plan*.

The City’s Plan is updated on a 5-year schedule with annual status reports sent to DEQ. The updated Plan must be adopted by Council prior to formal submission to DEQ. The previous Plan has expired. Public Works and CEDD staff have worked with DEQ since Dec 2017 to draft a Plan update that all parties believe is reasonable and achievable for the 2018-2023 cycle. Planned actions include regulatory, operational, and public outreach components, with measurable benchmarks and timelines. By adopting the proposed Plan the City commits to performing these actions to its best ability, and may revise the Plan in coordination with DEQ if the City finds an action to be impractical or beyond its resources during the course of the 5-year cycle.

THE CHALLENGE/PROBLEM:

How do we address the City’s responsibility to protect stormwater quality in compliance with State rules?

STAKEHOLDERS:

- City Staff. Staff will carry out the actions identified in the adopted Plan. Most of the actions in this Plan update are tasks that City staff are already performing, such as street sweeping and enforcement of riparian protection codes; or are needs that had already been identified, such as code updates. New tasks added to the Plan can be incorporated into existing activities with relatively little added staff time.
- City of Sweet Home Residents. Residents will have greater opportunity to weigh in on stormwater-related issues through public outreach actions. Residents will be affected by needed code updates identified in the Plan and will have the opportunity to participate in the public process for code revisions.
- Development Community. Builders and developers will be affected by needed code updates identified in the Plan and will have the opportunity to participate in the public process for code revisions.

- City Council. As the head of City government, City Council has ultimate responsibility to ensure that the City operates within its means and in compliance with State regulations.

ISSUES & FINANCIAL IMPACTS:

1. CED Department – The department is responsible for natural resource protection codes, development codes, review of land use and construction permit applications, and code enforcement. This department is essential to the successful implementation of the Plan. The previously identified need for development code updates will be funded through this department and will likely be completed by a consultant due to limits on staff time and expertise. Implementing the other actions of the Plan will not meaningfully add to operational costs.
2. Public Works Department - The department is responsible for streets, parks, and utility operations, and erosion control inspection services. This department is essential to successful implementation of the Plan. The previously identified need for a Stormwater Master Plan update and Public Works code updates will be funded through this department and will likely be completed by a consultant due to limits on staff time and expertise. Implementing the other actions of the Plan will not meaningfully add to operational costs.

ELEMENTS OF A STABLE SOLUTION:

Adoption and implementation of a Plan that fulfills the City's responsibility to protect water quality in compliance with State rules.

OPTIONS:

1. Do Nothing. Choosing not to work toward adopting Plan would put the City in noncompliance with DEQ rules, which is a Class II violation under OAR 340-012-0055(2)(e), and subject to penalties.
2. Review the draft TMDL Implementation Plan 2018-2023 and suggest revisions. City staff will continue working with DEQ to further revise the draft Plan to address Council's areas of concern. Staff will present a new draft to Council at a later date.
3. Motion to adopt the TMDL Implementation Plan 2018-2023. City staff will submit the adopted Plan to DEQ and begin implementing the actions identified therein. Annual status reports on the performance of this Plan will be submitted to Council and DEQ.

RECOMMENDATION:

Staff strongly recommend Option 3, Motion to adopt the TMDL Implementation Plan 2018-2023. This draft Plan update represents over a year of multi-agency collaboration to identify actions that are reasonable for our community and within our resources. Adoption of the Plan will satisfy DEQ requirements for local protection of TMDL listed water bodies.



TMDL Implementation Plan 2018-2023

City of Sweet Home, Linn County, Oregon
Receiving Waters: Ames Creek, Wiley Creek, South Santiam River

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Introduction

This TMDL Implementation Plan documents the City’s planned strategies to reduce stormwater pollution from Temperature, Bacteria, and Mercury in accordance with Oregon DEQ requirements. Strategies are given for each contaminant with the following details:

- Source: *What sources of this pollutant are under your jurisdiction?*
- Strategy: *What is being done, or what will you do to reduce and/or control pollution emanating from this source?*
- How: *Specifically, how will this be done?*
- Measure: *How will you demonstrate successful implementation or completion of this strategy?*
- Timeline: *When will the strategy begin? Be completed?*
- Benchmark: *What intermediate goals will be achieved, and by when, to know progress is being made?*
- Funding: *How will the strategy be funded?*

1.0 Strategies for reducing Temperature Pollution

“In both urban and rural areas, increased solar radiation can result from removal of riparian (streamside) vegetation which reduces the amount of shade over the water and increases stream temperature.” (source: [Oregon DEQ Pollution Control Tools and Programs](#))

1.1 Temperature Source: Solar radiation input

- Strategy:** Protect existing riparian vegetation on private properties.
- How:** Enforce riparian protection overlay and protection requirements in City of Sweet Home Development Code.
- Measure:** Track and document number of building permits, violations, and variances in protected areas. Track acres of protected area lost to approved variances. As of 2018 there have been no requested variances to SHMC 17.72.)
- Timeline:** Ongoing; annual review
- Benchmark:** Strategy is in effect & ongoing.
- Funding:** Community & Economic Development Department
-
- Strategy:** Promote voluntary actions for protection and restoration of privately owned river front properties.
- How:** Use GIS to identify properties that visually lack native riparian vegetation and target those areas for outreach. Identify projects within the City that would be of interest to the South Santiam Watershed Council (SSWC). Reach out to SSWC to re-establish/enhance atrophied business relationships and connect SSWC with property owners where restoration would be beneficial. Work with SSWC and/ or other conservation organization to identify a collaborative projects. Comprehensive Plan Chapter 7, Policy #12, pg. 48. Distribute an informational brochure that provides information on the City’s code requirements for development in riparian areas with development permits
- Measure:** Provide property owners with SSWC information and natural resources code requirements with development permits. Track the number of restoration project proposals submitted. Document number of restoration projects with SSWC and landowners.
- Timeline:** Be involved with and provide support for at least one riparian project by 2023.
- Benchmark:** Year 1: Meet with WSC to identify potential projects; prioritize project list and identify how City may be able to support or facilitate priority project(s).
Year 2: Determine funding needs for project(s) and identify funding sources; may include applying for a grant
Years 3-5: Implement project
- Funding:** Community & Economic Development Department

Strategy: Develop and implement a riparian vegetation plan for Sankey Park.

How: Develop a plan of priority projects that takes into account protection of riparian vegetation, public access and enjoyment of natural resources in the park, and safety concerns of Police and Code Enforcement.

Measure: Develop a riparian maintenance plan. Restore native riparian vegetation by removing invasive species (esp. blackberries) and replanting native vegetation. Track labor hours to restore and maintain riparian areas. Track area of treatment (sq ft or acres). Document outreach and coordination with SSWC youth watershed group and the high school to utilize student volunteers/class projects for planting & maintenance projects.

Timeline: Initiated in 2018; ongoing
 Year 1-2: Develop priority list of projects sites and timeline for implementation.
 Years 3-5: Implement priority restoration projects.

Benchmark: 2018-19 Identify existing plant species on Ames Creek through Sankey Park so we can identify & prioritize areas needing restoration. Collaborate interdepartmentally to develop a riparian maintenance plan.
 Annual maintenance of restored riparian areas at City parks.

Funding: Community & Economic Development Department and Parks fund

1.2 Temperature Source: Wastewater Treatment Plant Discharge

Strategy: Maintain effluent low temperatures.

How: Maintain compliance with NPDS permit #101657 requirements.

Measure: Monitor effluent and river temperatures as a condition of the DEQ discharge permit.

Timeline: Ongoing.

Benchmark: Provide documentation showing that effluent complies with permitted limits.

Funding: Wastewater Enterprise fund.

2.0 Strategies for reducing Bacteria Pollution

“Sources of bacteria include discharges of untreated or poorly treated sewage resulting from malfunctions or overflows, and runoff that carries feces from pets or wildlife.” (source: [Oregon DEQ Pollution Control Tools and Programs](#))

2.1 Bacteria Source: Wastewater Treatment Plant Discharge

Strategy: Maintain effluent low bacteria levels.

How: Maintain compliance with NPDES permit #101657 requirements.

Measure: Monitor effluent bacteria levels as a condition of DEQ discharge permit.

Timeline: Monitoring in progress & ongoing. WWTP capacity improvement engineering began 2018; construction anticipated 2020-2022.

Benchmark: Provide documentation showing that effluent complies with permitted limits.

Funding: WWTP scheduled for capacity improvement project.
Wastewater Enterprise fund.

2.2 Bacteria Source: Sediments entering City stormwater collection system

Strategy: Gauge public perception of stormwater issues and raise awareness of actions that individuals can take to minimize stormwater impacts.

How: Publish educational materials in the local newspaper and City publications. Update website and/or Facebook page with information or links related to protection of surface water and drinking water, photos of volunteers, etc. Send informational inserts with water bills. Invite the public to share their opinions on stormwater issues using a variety of data gathering methods to reach multiple demographics. Use public opinion results to strategize educational efforts.

Measure: Track publication of educational materials.

Timeline: Gauge public perception of stormwater issues every 5 years beginning 2020. Update or re-evaluate website content annually. Add educational materials to Facebook page and bill mailing inserts, annually. Identify newsworthy information for publication in local newspaper, ongoing as opportunities arise.

Benchmark: 2019 Begin adding educational materials to City website and Facebook page. Establish internal procedure for sending bill inserts. 2020 Develop a locally appropriate method to gauge public perception across multiple demographics and implement it.

Funding: Stormwater fund

Strategy: Install pet waste stations.

How: Install pet waste bag stations in City parks.

Measure: Complete installation and document use of bags.

Timeline: Installation 2019. Maintenance of bag stations to be ongoing.

Benchmark: Purchase and install bag stations.

Funding: Parks and Stormwater funds

Strategy: Install "This drain goes to stream" catch basin stickers.

How: Install "This drain goes to stream" stickers on about 450 remaining unmarked City catch basins. About 450 stickers were installed previously and many have gone missing or been damaged. Begin maintenance program to replace damaged/lost stickers by incorporating it with the catch basin inspection & maintenance. Coordinate volunteer efforts to install new stickers with local groups such as SSWC youth watershed group, Scouts, etc.

Measure: Approximately 100-200 stickers installed per year until all catch basins are marked and then maintain as needed for replacement.

Timeline: Incorporate sticker maintenance with catch basin inspection beginning 2019. Target completion for installation is 2024.

Benchmark: Establish annual sticker maintenance in conjunction with catch basin inspection & maintenance.

Contact local groups such as SSWC, Scouts, etc. that may be interested in volunteer project to install new stickers.

Funding: Stormwater fund

Strategy: Cleaning streets and drainage collection systems.

How: Maintain a budget and a schedule for street and catch basin cleaning. Perform ditch cleaning, catch basin cleaning, and street sweeping.
Catch basin inspections target is biennial. Ditch cleaning is as needed.
Street sweeping target is once per month in residential areas and once per week in business core.

Measure: Track miles swept, feet of ditch cleaned, and number of catch basins cleaned.

Timeline: Ongoing annually.

Benchmark: Continue sweeping & cleaning programs. Construct new paved dumpsite at Public Works facility in 2020.

Funding: Streets and Stormwater funds

Strategy: Fall leaf collection program.

How: Curbside collection of customer leaf piles in right-of-way on specified schedule.

Measure: Track annual loads/yards of leaves collected through the season.

Timeline: Begin 2018. To be ongoing annually.

Benchmark: 2018 Begin new program. Educate public on proper location of leaf piles.
Program is by call-in appointment.

2019 Develop routes and maps, educate public on collection schedule.

Funding: Streets, Parks, and Stormwater funds.

3.0 Strategies for reducing Mercury Pollution

“Mercury is a potent neurotoxin that can cause damage to the brain and nervous system. Primary sources of mercury in the Willamette Basin are associated with nonpoint sources, namely the erosion of soils containing mercury and runoff from atmospherically-deposited mercury.” (source: [Oregon DEQ Pollution Control Tools and Programs](#))

3.1 Mercury Source: Sediments entering City stormwater collection system

Strategy: Decrease sedimentation and erosion from construction and new and re-development.

How: Work with Building Program and developers to ensure erosion control. Erosion control permit inspection & enforcement on impacted areas of 10,000 sf or more as per SHMC 13.06.030.

Include erosion control fact sheet in permit application packets for commercial and large residential projects.

Encourage developers to use Low Impact Development (LID) for stormwater infiltration and erosion control; eg. grassy swales, etc.

Require developers to provide confirmation of 1200-C permit for projects over 1 acre prior to issuing development permits.

Measure: Number of City erosion control permits issued under SHMC 13.06.030 and number of inspections/enforcement actions.

Number of 1200-C permits confirmed.

Building permit packets to include an erosion control fact sheet.

Timeline: Erosion control permits & construction inspections are in place. Fact sheet and LID information on City website to be included beginning 2019.

Benchmark: Find or create a locally appropriate erosion control fact sheet. Include it in building permit packet and post it to the City website.

Promote LID on City website & refer developers to website.

Funding: Community & Economic Development Department and Public Works

Strategy: Update development standards to protect water quality

How: Update the City's Stormwater Master Plan (SWMP) and City codes to include water quality protection considerations and priorities. Update & modernize stormwater detention standard for development/redevelopment projects including clarifying the definition of qualifying projects and the design storm to be used.

Measure: City Council adopts updated SWMP. City Council adopts updated municipal codes.

Timeline: 2020 begin audit, 2023 adopt new plan & codes.

Benchmark: 2020 Audit stormwater code for necessary updates. 2021-2022 Retain a consultant to assist with code and SWMP updates. Evaluate DEQ's offered "Template for LID Stormwater Manual for Western Oregon" for local use. Review example codes and draft proposal language based on internal review and public comment.

2023 City Council adopts revised codes after public process. Conduct public outreach/education about new codes.

Funding: Funding will be needed to retain a consultant for the Stormwater Master Plan update. City code update may also require funding for a consultant if staff resources prove insufficient.

Strategy: See above strategy for Bacteria: Gauge public perception of stormwater issues and raise awareness of actions that individuals can take to minimize stormwater impacts.

Strategy: See above strategy for Bacteria: Cleaning streets and drainage collection systems.

4.0 Strategies for all pollutants

Strategy: Staff training on routine maintenance activities to protect water quality.
How: Conduct annual staff training on stormwater protection as it relates to Public Works field activities such as dechlorinating water flushed from hydrants, vehicle maintenance, what to do if they find an illicit discharge, etc.
Measure: Record training dates and topics.
Timeline: 2020 Incorporate stormwater into training topics rotation and conduct annually.
Benchmark: 2019 Develop stormwater training session content relevant to Public Works activities.
Funding: Public Works

Strategy: City Council update of TMDL Program. Implementation Plan and annual report or five year review are presented to Council at least annually.
How: Present 5-year Implementation Plan or Annual Report to City Council annually.
Measure: City Council meeting minutes document presentation.
Timeline: Begin 2019 and continue annually.
Benchmark: Set up a recurring Council agenda item/reminder to present TMDL Plan or Report each year.
Funding: Administration and Public Works

Strategy: Investigate and resolve illicit discharges.
How: Respond to call-in reports from citizens. Inspect for illicit substances during catch basin inspections. Follow up on suspected violations with site visits and property owner contact as needed.
Measure: Track number of illicit discharge complaints, follow-up actions/ investigations. Update city code to address discharge violations as part of previous strategy "Update Stormwater Master Plan and City codes to protect water quality."
Timeline: Reports of illicit discharges are investigated upon receipt. Update code by 2023.
Benchmark: On catch basin work order form add a comment line for illicit substance notes. Additional benchmarks same as previous strategy "Update Stormwater Master Plan and City codes to protect water quality."
Funding: Stormwater fund

Strategy: Maintain up-to-date stormwater system map.
How: Use GIS or other software/ program to publish a stormwater system map that can be updated as needed.
Measure: Completion of updated system map.
Timeline: Ongoing.
Benchmark: Updated Map.
Funding: Stormwater fund



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: March 26, 2019	TITLE: Request for Proposal for City Engineer of Record Service	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION
SUBMITTED BY: T. Rice, Engineering Tech G. Springman, PWD	ATTACHMENTS: Request for Proposal for City Engineer of Record Service	<input checked="" type="checkbox"/> MOTION
REVIEWED BY: R. Towry, City Manager		<input type="checkbox"/> OTHER

PURPOSE OF THIS RCA:

Staff is requesting authorization to post a Request for Proposals (RFP) to solicit a new City Engineer of Record following the retirement of the previous City Engineer.

BACKGROUND/CONTEXT:

The position of City Engineer is currently vacant. The City previously contracted the position to Erwin Consulting Engineering of Lebanon, Oregon, from circa 1996 to provide municipal engineering services above & beyond the City staff's day-to-day operations. The services performed included such projects as design of the new Water Treatment Plant, coordinating with the State for water rights and the US Army Corps of Engineers to move the City's water intake from 9th Ave to Foster Reservoir, design of a proposed new 10th Ave Reservoir, design of the Mountain View Rd waterline and pedestrian bridge, and other special projects. Erwin retired in 2018, leaving the position of City Engineer vacant.

The City has struggled to meet demand in the Public Works Engineering division. Through a re-org which moved an engineering tech to Public Works, we have found some efficiencies, however the division is so bogged down in day to day functions that staff is not able to work on capital project design at the rate needed to get projects out the door in a timely fashion; to update and standardize the City's internal processes for construction project management; or to review/update Public Works ordinances and construction specifications. The City intends to undertake a number of special projects over the next few years including capital projects (water system, street, and I&I rehab), review and update system development charges, and update utility system master plans. The Stormwater Master Plan in particular is in dire need of an update, originally adopted in the 1980's with a project list update in 1990's. The system development charges are also in dire need of update, having last been reviewed in 2005, and the City only charges 2 of the 5 available types of system development charges allowed by ORS. The City does not have the staff resources to complete all of these projects in-house.

By retaining a new City Engineer the City can increase its capacity for capital project design (thereby creating a project shelf of "shovel-ready" projects); resolve known water distribution system deficiencies; work on needed policy, code, and internal process reform; and gain expertise to work on upcoming special projects including system development charges and master plan updates. The proposed duration of a new contract is 1 year with the option to extend another 3 years, for a total of 4 years possible.

THE CHALLENGE/PROBLEM:

How do we work with stakeholders to maintain city operations at the voter's expected level of service within budget restraints and being fiscally responsible?

STAKEHOLDERS:

- City Residents. Residents are the customers who deserve good service with the highest return on their tax and fees investment we can provide, and who trust the City to maintain their infrastructure systems at a high level of service.
- Council Members. Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible at the lowest possible cost. They must balance leadership with representation.
- Public Works Department Staff. Capital projects reduce the quantity of ongoing repair work by replacing old, broken infrastructure that is beyond its serviceable lifespan. The lack of capacity to get capital projects designed and constructed leads to increased costs and staff time spent fixing leaks and fighting with system inefficiencies. Staff will also benefit from the expertise of a new City Engineer who can review our codes, construction standards, and policies and suggest improvements, and who can assist with day to day operations upon request to alleviate demands on staff time.
- Management Team. Comprised of five department heads, each with a responsibility to the citizens and Mayor to run their day-to-day operations as efficiently as possible.
- Development Community. Revising the City's system development charges will increase development costs. Developers will have the opportunity to participate in the public process required by ORS for system development charge revisions.

ISSUES & FINANCIAL IMPACTS:

1. Public Works Budget –The City is using a qualifications based selection (QBS) process as mandated for engineering contracts anticipated to exceed \$100,000 by ORS 279C.110. As a result, selection of the most qualified candidate will be made without regard to the price of the services. Only after selection of the most qualified candidate will the City and selected candidate enter into contract negotiations for the price of the services.

Contracts for City Engineer of Record are typically based on an hourly rate. There is money budgeted to pay for professional services, ample to cover miscellaneous day-to-day tasks which may be assigned to the City Engineer. For comparison, from 2011-2017 the City paid the varying amounts between \$1,400-\$56,550 per year to the previous City Engineer.

Most of the cost of the new contract will be associated with special projects which are likely to be assigned within the possible 4-year contract term. Engineering costs of each special project will be determined with individual quotes per project and will be funded by the corresponding project budget. The cumulative value of the contract may exceed \$100,000 depending on the quantity and type of special projects undertaken within the possible 4-year contract term.

\$300,000 has been included in the proposed 2019-2020 budget to resolve known deficiencies in the water distribution system, which will include engineering design services.

Updating system development charges will result in increased revenues to fund capital projects for system capacity. Our current charges are out of date and extremely low compared to other cities. Revised charges will be based on up-to-date project lists and construction costs, which will more appropriately recover revenue for infrastructure improvement costs.

ELEMENTS OF A STABLE SOLUTION:

Ability to provide engineering services and expand capacity in the Public Works Department to increase service, efficiently execute capital improvement projects, and update policy and procedure.

OPTIONS:

1. Do Nothing. This will delay the completion of needed infrastructure design work, code/policy/process reforms, and modernization of the City's master plans and system development charges.
2. Authorize the solicitation of a new City Engineer by the posting of this RFP. Posting the solicitation through the City website, local media, and the Daily Journal of Commerce will provide the broadest possible reach for potential proposers. Staff will rank responses and conduct negotiations with the highest-ranked proposer, then return to Council to authorize the proposed contract.
3. Review the City Engineer of Record Service RFP and suggest revisions. Staff will revise the RFP to address Council's areas of concern and present a new draft to Council at a later date.
4. Recruit for an in-house City Engineer. This option will require the creation of a new position and job description. Hiring an in-house City Engineer will be a long-term commitment to a single staff member and will require care in selecting an applicant with the desired experience to fulfill the variety of special projects.

RECOMMENDATION:

Staff recommends Option 2, Authorize the solicitation of a new City Engineer by the posting of this RFP. By retaining a consultant to be the City Engineer, the City will gain more capacity and expertise to complete necessary projects, and potentially a firm with a team of engineers that could assign more resources to large special projects. Option 4, Recruit for an in-house City Engineer, would also increase department capacity to complete projects, although it will require care in selecting an applicant with the desired experience to fulfill the variety of special projects. It also limits the available resources that can be assigned to a given project at any one time.



CITY OF SWEET HOME, OREGON

**REQUEST FOR PROPOSALS
CITY ENGINEER OF RECORD SERVICE**

Closes 3:00 pm, April 26, 2019

REQUEST FOR PROPOSALS CITY ENGINEER OF RECORD SERVICE

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Sweet Home (City) is soliciting proposals for an Engineer of Record (City Engineer) to provide engineering services as an independent contractor to the City. Services typically conducted by the City Engineer include, but are not necessarily limited to the items listed in Article I.D of this RFP. Services may include supervising work produced by City which is subject to ORS 672. Work shall be provided to City on an as-needed basis, as authorized by the City Manager or the City Manager's designee.

Proposers shall be licensed to practice engineering in the State of Oregon and be members in good standing with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS). The City will consider proposals from engineering firms as well as individual engineers.

B. BACKGROUND

The City of Sweet Home is an Oregon municipal corporation with city limits covering approximately 6 square miles. The population of the City is approximately 9,090. The City is located in Linn County, 25 miles east of I-5, and is the third largest city in the county. The City Council consists of the Mayor and six council members elected from the city at large. The Council acts as the local contract review board for the City. The City operates under a City Manager form of government.

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

The previous contract City Engineer has retired. The Council has authorized staff to conduct recruitments for a new City Engineer.

The City's day to day Planning and Public Works Engineering services are generally performed by City staff, with Oregon Cascades West Council of Governments contracted to provide additional Planning services. Due to demands on staff time or other factors City may require the City Engineer to perform general engineering services to assist with day to day issues at the City's discretion or to perform specific task-based engineering projects on the City's behalf.

Through the Public Works Department, the City owns and operates various utility systems and infrastructure that serve the residents including the water system, the wastewater system, the storm drainage system, and the local street system. The Public Works Department also provides operation and maintenance for City Parks and general City-owned building maintenance.

The City owns and operates a number of public facilities including the following:

- A. Water treatment plant (Trident HS package filter, 6 mgd)

- B. Water storage reservoir (5), booster pump station (2), and distribution system (54 miles of pipe)
- C. Wastewater collection system (49 miles of gravity pipe).
- D. Wastewater treatment plant (activated sludge).
- E. Storm water conveyance system discharging to Ames Creek, Wiley Creek, and the South Santiam River (42 miles of pipe and ditches).
- F. Transportation system (44 centerline miles).
- G. Parks system (8 owned, 9 managed, 336 acres).

C. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- | | |
|-----------------------------------|---------------------------------------|
| • RFP Advertised | March 27, 2019 |
| • <u>Proposal Due Date</u> | <u>3:00 pm, April 26, 2019</u> |
| • Selection Committee Evaluation | Week of April 29 – May 3, 2019 |
| • Interviews (if needed) | Week of May 6 – 10, 2019 |
| • Contract Approval | May 28, 2019 |
| • Commencement of Contract | May 29, 2019 |

D. SCOPE OF SERVICES

- Serve as the City Engineer of Record.
- Consult with State and federal agencies having jurisdictional authority over the project as warranted. Work with City staff to review or complete federal, state or county permits, applications, or agency notifications.
- Attend pre-application, construction, Planning Commission, City Council or other meetings as requested by the City.
- Review City Council meeting packet material and comment as needed and/or requested.
- Perform engineering work pertaining to public records, property acquisitions, condemnations, forfeiture activities, public improvements and improvement districts, public rights of ways, easements, code enforcement, and matters relating to special assessments and public utilities.
- Review contracts, intergovernmental agreements, and developer/construction agreements relative to public utilities (water, sewer, and storm sewer), transportation improvements and other general activities.
- Work with City staff, organizations and funding agencies to help develop competitive and complete grant applications or funding proposals.
- Identify needed code updates and long range needs. Perform updates as needed for Public Works-related ordinances, resolutions, construction specifications, and contracts (new or amendments) and ensure that same are prepared in compliance with the City Charter, ORS, and OAR.
- Assist with budgeting, planning, and rate studies. Review City rate structures and make recommendations.
- Serve as the City's representative as needed and/or requested during the review, plan approval, construction management, and project closeout phases of any development or

planning project prepared by other engineers and submitted to the City for approval. This includes land development projects such as subdivisions or site specific developments. Provide written recommendations and/or conditions of approval from an infrastructure perspective when requested. Assist with providing construction oversight and inspection services of public improvements installed as part of private development projects.

- Work with architects, engineers and contractors concerning technical interpretations and applications of the City's Public Works ordinances, construction standards and specifications, laws, engineering codes and any other policy matter compliance.
- Provide infrastructure impact analysis.
- Establish and/or update system development charges.
- Update utility master plans and feasibility studies.
- Review engineering construction plans/design drawings and design calculations prepared by other professionals for conformance with state, county, and City requirements and sound engineering practices.
- Provide engineering for City facilities. Troubleshoot issues with City facilities and make recommendations for improvements.
- Perform final construction observations and punch lists for completion of private developments and for City project sites, including review of as-built drawings, testing results, as-built certification, project closeout and initiation of the required construction warranty period.
- Provide various construction services for selected City public works construction and maintenance projects; e.g. project management, engineering design and construction specifications, pre-qualification, preparation of bid documents, solicitation, procurement, construction oversight/inspection, and as-builts.
- Subconsultants may be used, subject to written approval by the City, on design projects or where supplemental expertise is desired.
- Perform additional basic engineering and special services which cannot be fully described at this time, as requested by the City.
- It is further understood that in addition to the general and recurring activities listed above, ad hoc duties including verbal communications with the Mayor, City Council, City Manager, or authorized department heads and City employees in elements of prudent administration of the city's infrastructure systems.

The City Engineer reports directly to the Public Works Director. Much of the work occurs via telephone conferences and e-mail. Inquiries from the general public and/or press are outside the purview of the City Engineer. Any and all inquiries for the City Engineer's time shall be channeled through the Public Works Director or the City Manager, who must authorize such request prior to the City Engineer taking any action.

The City Engineer may be directed to undertake specific projects for the City that have a finite scope of work, are relatively large in scale, or for any other reason the City wishes to assign the work on a task-basis to the City Engineer. For such projects, the City Engineer shall provide a work order upon written request from the City. The work order shall provide a work order upon written request from the City. The work order shall include a detailed proposal and scope of work, schedule and cost proposal.

The City intends to undertake a number of projects over the next few years. These projects may include, but are not limited to:

- Water system projects.
- Review water distribution system; identify and design corrections to deficiencies.
- Street projects.
- I&I rehab projects.
- Establish and/or update system development charges.
- Update of system master plans.

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide five (5) hard copies and one (1) digital copy in .PDF format of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Sweet Home City Engineer of Record Proposal". Proposals shall be submitted by **3:00 p.m. on April 26, 2019** to:

Greg Springman
Public Works Director
1400 24th Ave
Sweet Home, OR 97386

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City of Sweet Home assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

B. INQUIRIES

Questions concerning this RFP should be submitted in writing to:

Greg Springman
Public Works Director
1400 24th Ave
Sweet Home, OR 97386
Email: gspringman@sweethomeor.gov

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

D. PROTESTS

Proposers are directed to the protest procedures contained in City Public Contracting Rule 137-048-0240.

E. PROPOSAL CONTENTS

Proposals shall include, at a minimum, the following items:

- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Qualifications:
 - Name and qualifications of the individual who will serve as the City Engineer.
 - The names of professional persons who will assist the City Engineer in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable in size to Sweet Home.
 - Specifically address proposer's familiarity with laws and regulations governing public water, wastewater, storm water, and transportation systems, including operations, construction and maintenance of the City's current systems.
- Description of proposer's expertise in the following areas:
 - Civil, Electrical, Mechanical and Transportation Engineering;
 - Water distribution systems;
 - Municipal ground/surface water rights acquisition and maintenance of;
 - Pump station and gravity wastewater collection systems;
 - Activated sludge wastewater treatment with land applied effluent disposal;
 - WPCF and NPDES permit regulations and compliance;
 - Municipal transportation systems involving state and federal highways;
 - Road maintenance techniques and applications;
 - Oregon land use law/planning and development related infrastructure issues;
 - Public improvement contracting and administration;
 - Contract law and intergovernmental agreements;
 - Public Utility billing operations and maintenance; and,
 - Public finance and infrastructure financing.
- Explanation of proposer's workload capacity and level of experience commensurate with the level of service required by the City.
- Explanation of proposer's facilities and availability of support staff.
- Proof of Insurance of: \$2 million per occurrence/\$2 million aggregate comprehensive general liability insurance; \$2 million per occurrence professional liability insurance for errors and omissions; and automobile liability insurance. Proof of coverage by Workers' Compensation Insurance or exemption.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided. (For all references, please include names, phone numbers, and description of work performed.)
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- Confirmation that the proposer is a civil engineer licensed to work in the State of Oregon.

- A discussion of proposer’s use of local resources and community involvement.
- An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the City. Conflict of interest is defined for purposes of this RFP and any resulting contract as proposer’s provision of professional engineering services to any private property owner or developer within the City’s jurisdictional boundaries.

F. PUBLIC RECORDS

All proposals submitted are the property of the City of Sweet Home, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after City’s notice of intent to award this contract is issued. Thereafter, except for information marked “Proprietary”, all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked “Proprietary” to the extent permitted under the Oregon Public Records law.

G. COSTS

Proposers responding to this RFP do so solely at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- A Civil Engineer licensed to work in the State of Oregon.
- Ability to provide the engineering work needed by the City to the standards required by the City, County and State.
- Has the financial resources for the performance of the desired engineer services, or the ability to obtain such resources.
- An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Engineering Service Contract.

B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	Maximum Points
1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	(25)
2) Qualifications and experience of the staff assigned by proposer to perform these services.	(15)
3) Past experience of proposer and project team members with relevant county, state, and federal regulatory and funding agencies.	(10)

4) Quality of proposed scope of work, including the proposed management techniques and practices for City service needs.	(10)
5) Familiarity with the City and City locale.	(10)
6) Distance from City.	(10)
7) Availability and capability to perform the engineering services described in this RFP on an ongoing basis, including flexibility to perform services on projects of projects of widely varying sizes.	(15)
8) References.	(5)
Maximum Total Points	100

C. SELECTION

The City is using a qualifications based selection (QBS) process as mandated for contracts anticipated to exceed \$100,000 by ORS 279C.110. As a result, selection of the most qualified candidate will be made without regard to the price of the services. Only after selection of the most qualified candidate will the City and selected candidate enter into contract negotiations for the price of the services.

The evaluation committee will consist of 4 members, at least one of which will be a City Councilor, who will serve as Committee Chair. Each member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, the evaluation committee shall provide the results of the scoring and ranking to the City Council, with an awardee recommendation.

If the Council does not cancel the RFP after receipt of the evaluation committee's scoring results and recommendation, the City will begin negotiating a contract with the highest ranking candidate. The City shall direct negotiations toward obtaining written agreement on the Engineer's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

It is the desire of the City to have a new engineering contract in place no later than May 29, 2019.

D. CONTRACT

The City desires to enter into a professional services agreement in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer will be expected to sign the attached written agreement, which will incorporate this RFP and awardee's proposal. Submittal of a proposal indicates a proposer's agreement with the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, in City's sole discretion.

The City anticipates payment for services on an hourly basis. However, the City will also consider alternative proposals. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City.

It is anticipated that the City of Sweet Home will enter into a one (1) year agreement, which thereafter may be extended upon written consent of both parties for additional three (3) year terms.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations. This solicitation is not an implied contract and may be modified or revoked without notice.

**The City of Sweet Home is an Equal Opportunity/Affirmative
Action Employer
Women, Minorities and Disabled Persons are encouraged to apply**

**THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE
MODIFIED OR REVOKED WITHOUT NOTICE.**

CITY OF SWEET HOME CITY ENGINEERING SERVICES CONTRACT

This Contract is by and between the City of Sweet Home ("City") and _____ ("Engineer") for the performance of general city engineering services for City, on an as needed basis.

A. RECITALS

City has conducted a formal solicitation for proposals from engineering firms pursuant to City Public Contracting Rules Division 48.

Engineer submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified engineer, best suited to meet City's needs pursuant to the RFP criteria.

City has awarded the contract to Engineer.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – Request for Proposal
- Exhibit D – Engineer's Proposal
- Exhibit E – Engineer's Schedule of Rates and Charges

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to _____, 20____, for an initial one (1) year term. Thereafter, it may be extended for an additional three (3) years upon written consent of both parties. Such extension(s) will consider adjustments to Engineer's schedule of charges attached within Exhibit E to this Agreement.

2. Scope of Work

Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

3. Compensation

3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit E.

3.2 Invoices. Invoices for services of Engineer shall be billed to the City in summary form, itemized by projects and/or work tasks, on or about the _____ day of each month for all services performed through the last day of the previous month. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. Contractor Is an Independent Contractor

Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work. Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under the Contract and will not have any amounts withheld by City to cover Engineer's tax obligations. Engineer is not eligible for any City fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City:

City of Sweet Home
1400 24th Ave
Sweet Home, OR 97386
Phone: (541) 367-6359
Fax: (541) 367-7592

Engineer:

Phone: (_____) _____
Fax: (_____) _____

6. Indemnification

Engineer shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Engineer's negligent performance and/or fault of Engineer, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Engineer, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Engineer shall defend City from claims covered under this section at Engineer's sole cost and expense until such time (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence or (2) until City and Engineer mutually agree to allocate the liability.

7. Insurance Requirements

7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):
 - \$2,000,000 – each occurrence (bodily injury)
 - \$2,000,000 – general aggregate
 - \$1,000,000 – property damage, contractual, etc.
 - \$1,000,000 – umbrella liability coverageCoverage shall also include contractual liability coverage for the indemnity provided under this contract.
- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- c. Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of five (5) years after final completion.
- d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

7.3 Policies shall provide that City, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.

7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.

7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.

7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.

7.7 Engineer shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Engineer shall furnish City with executed copies of such policies of insurance. Engineer shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

8.1 Engineer, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this paragraph.

9. Hours of Employment

Engineer shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Engineer may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may be withheld in City's sole discretion. Engineer may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

All work performed by Engineer and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any materials furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

13. Termination for Convenience

13.1 This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Engineer. Upon termination under this paragraph, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Engineer. Pursuant to this paragraph, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Engineer can show good cause beyond its control for the delay.

13.2 City may unilaterally order Engineer to suspend all or part of the services under this Contract. If City suspends certain services under this Contract and later orders Engineer to resume those services, Engineer will be entitled to reimbursements for the costs actually and reasonably incurred, if any, in re-starting the suspended services.

14. Termination for Cause

City may terminate this Contract effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:

14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

14.3 If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

Either City or Engineer may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

16.1 If terminated under paragraph 15 by City due to a breach by Engineer, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.

16.2 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.

16.3 If City breaches this Contract, Engineer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Engineer is entitled.

16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Engineer that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Polk County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ENGINEER BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Engineer, its sub-consultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, the Engineer agrees that:

Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.

Engineer has the capabilities and resources necessary to perform the obligations of this Contract.

Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

21. Drawings, Specifications and Other Documents

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

22. Errors and Omissions

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its sub-consultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

23. Contract Performance

Engineer shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer that has not been cured. Engineer agrees that time is of the essence under this Contract.

24. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City, and its duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

Engineer represents and warrants to City that (1) Engineer has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms, (3) Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the

services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. City Obligations

26.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, City shall furnish to Engineer, within fifteen (15) days after receipt of a written request, information necessary and relevant for Engineer to evaluate, give notice of, or enforce lien.

26.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.

26.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, reasonably required by the scope of a project, and agreed to by City.

26.4 City shall furnish all testing as required by law or the contract documents.

26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Engineer has performed requisite project management and oversight duties.

26.6 City shall provide prompt written notice to Engineer if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Engineer's design or performance under the contract.

26.7 City shall pay Engineer in accordance with paragraph 3 and Exhibit C of this Contract, upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.

26.8 City shall report the total amount of all payments to Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

26.9 City shall guarantee access to, and make all provisions for Engineer to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.

26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Engineer to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Agreement price or Agreement time.

27. Arbitration

All claims, disputes, and other matters in question between the City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Polk County Circuit Court will establish rules to govern the arbitration. The

City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

A claim by Engineer arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Engineer may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and Engineer.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Engineer to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

28. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Engineer agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

29. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

30. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

31. Foreign Contractor

If Engineer is not domiciled in or registered to do business in the state of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

32. Confidentiality

Engineer shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's sub-consultants to maintain the confidentiality of information of City.

33. Force Majeure

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

34. Waivers

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. City's consent to or approval of any act by Engineer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

35. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

36. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

37. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

38. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

39. Certificate of Compliance with Oregon Tax Laws

By executing this Contract, Engineer certifies under penalty of perjury that Engineer is, to the best of Engineer's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

CITY OF SWEET HOME

By: _____

Name: Ray Towry

Title: City Manager

Date: _____

ENGINEER

By: _____

Authorized Signature

Name: _____

Title: _____

Date: _____

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF ENGINEER

- A. Services shall be provided pursuant to City work task requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Engineer shall furnish will generally consist of, but not be limited to, the following itemized services:
1. Engineering services for municipal systems including studies, master plans, designs and construction administration.
 2. Consultation with the City Manager and staff members on specific problems related to the City's facilities.
 3. Attend meetings, when requested by the City Manager, or when necessitated by project work underway.
 4. Project reviews, construction observation, and field surveying services.
 5. Miscellaneous technical services requested by the City Manager.
 6. Preparation of Federal and State Funding applications, as authorized by the City Manager.
 7. Plan review.
 8. Feasibility studies and facilities plans.
 9. Apprise City of applicable changes in state or federal law regarding engineering or design services where such changes in state and federal law directly affect the Engineer's work or the City's projects, and public works.
- B. Basic engineering services. When authorized by the City, Engineer will provide engineering services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:
1. Preparation of plans and specifications ready for a call for bids.
 2. Tabulation of bids at bid opening, report same to the City, and assist in awarding Contracts for Construction.
 3. General observation of the work by observation trips to the job site on a periodic basis, as agreed with the City.
 4. Preparation and submittal of proposed contract change orders.
 5. Preparation of monthly progress payments to the Contractor.
 6. Final review of the project by the Engineer.
 7. Final acceptance of the project by the Engineer and recommendations accordingly to the City.
 8. Submission to the City of final quantities and costs.
 9. Furnish a set of "record" reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.
- C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required upon City's written request. Included in these services, but not limited to, are:
1. Resident observation – Provide the services of an observer, acceptable to the City, as requested when contracts have been let by the City for construction. The Observer shall keep a daily diary of work progress. The Observer shall check and approve all construction work, prepare record drawings of the construction work, and prepare the monthly progress payments to the Contractor. As used in this document, the term "record

drawings” means a set of documents consisting of record specifications and record drawings showing the reported location of the work.

Record drawings are based on information provided by persons other than the Engineer, and the Engineer does not warrant their accuracy.

2. Redesigns – As ordered by the City after final plans have been completed.
3. Appearances before courts or boards on matters of litigation related to a project.
4. Preparation of operation and maintenance manuals and cost of duplication.
5. Printing of plans and specifications.
6. Preparation of planning studies or reports, including costs of duplication.
7. Coordinating and obtaining permits and arranging agency reviews. Fees for permits or agency review are excluded from Engineer’s services, and will be paid by others.
8. Miscellaneous other technical services as may be assigned and for which Engineer has qualifications and/or expertise.
9. Consultant Services – (Various technical services for which City requires Engineer to manage, monitor or direct):
 - a. Field engineering – Survey crew to stakeout construction work, provide preliminary design surveys and design land surveys. Survey crew shall furnish all necessary equipment, instruments, transportation, stakes and subsistence required for field engineering.
 - b. Soils investigations – including test borings, related analysis and recommendations by the Engineer.
 - c. Laboratory tests, well tests, borings, specialized geological, or other studies recommended by the Engineer.
 - d. Other consultant services requested by City, such as mechanical, electrical, architectural, wetland, permitting and cost estimation services.

Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract.
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- (5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) Consultant shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*).
- (8) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.
- (12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS

305.385.

(13) Consultant certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

Exhibit C

Request for Proposal

Exhibit D
Engineer's Proposal

Exhibit E

Engineer's Schedule of Rates and Charges

Creative Manhole Repair

Creating a High Pressure Grout Program with Spare Parts

Manholes are a major source of I&I

- Some previous manhole rehabilitations are out of warranty and failing.
- New leaks are found in aging infrastructure.
- Groundwater is finding new routes as other system components are repaired.

To Rehabilitate a Manhole

- Complete replacement cost estimates are from \$8000 to \$10,000 and up.
- Manhole rehabilitation and lining cost estimates are from \$3000 to \$5000 and up.
- These costs are per manhole!

Contracting Leak Stop

- Leak stop costs vary widely.
- It involves a contract for a specified amount of manholes or repair material used, limiting how much we can do.
- Leaks are weather sensitive and may not fit a contractor's schedule for best results.
- Not a large amount of contractors just doing leak stop.

Video of leaking manhole



Treatment Cost Estimates

- Cost estimates for treatment is \$.003 per gallon.
- A 1 gallon per minute (GMP) leak costs \$4.32 per day or \$1576.80 annually.
- Our leaks average 8 GPM per manhole for an estimated treatment cost of \$12614.40 annually.
 - **FOR ONE MANHOLE!!!**

The Cartridge Method



PRIME RESINS
"Quick-Mix"
AUTOMATIC METERING, MIXING,
AND DISPENSING SYSTEM
**PRIME FLEX
900 XLV**
Flexible Polyurethane
Foam Injection Resin
(Fill empty cartridge with clean water)

Advantages:

- Stops Flowing Water
- Expands To Form Watertight Gasket
- Bonds To Wet Concrete
- For Moving Cracks
- NSF/ANSI Standard 61 Approved for Contact With Drinking Water

@ 73 F. Cure Time: 3-4 Min
Tack Free: 5 to 6 min

3477 Tech & Sales
800-321-7212

LIVE LIFE WELL!
Please wear safety goggles.

Grouting as Leak Stop: 1st attempt

- Caulk gun injection with 10 oz. cartridges.
- Repairs require whole cartridge use in 10 oz. increments.
- Caulk gun is heavy and labor intensive to use.
- No pressure = limited saturation.
- Not good for large repairs or manholes with many small repairs.
- Grout cost is \$1.18 per oz. with cartridges.

Theory for our 2nd attempt

- Cartridge grouting worked, but had issues.
- Bulk grout is only \$.72 an ounce, which is 42% less than cartridges.
- We could create a program, but grout machines are crazy expensive.
- Wouldn't it be cool if we could build one!?!



Our own little Frankenstein's Monster



The Sprayer turned Grout Machine

- A retired Graco LineLazer 3500 Gas-Powered Airless paint sprayer. (Thanks Dominic!)
- A YouTube video demonstrating how to modify it to apply grout.
- Gathering parts and pieces from other departments. (Thanks Tim!)
- Purchasing anything we couldn't find.

The cost of Frankenstein's monster

- Total cost of modifications. = \$467.03
- Total cost of start up materials. = \$1306.00
- Total program materials cost. = \$1773.03
- This cost included the almost \$1000 in grout chemicals needed to get started.

Video of Repair



Outcomes, so far...

- 4 manholes successfully leak stopped.
- An average of 38 GPM removed from the system (\$56,764 annual treatment cost savings!)
- We can now repair leaks at our convenience.
- Three employees know all of the processes and techniques.

The Future

- An old, retired Airless sprayer is going to die, eventually.
- New machines can be as low as \$1300, compared to up to \$10,000 for a street painter, and there are lots of options.



The Future, Continued.

- An O&M manual is being developed to codify the techniques and equipment protocols.
- A program is planned, in tandem with the CCTV and manhole inspection programs, to make manhole repair a part of regular seasonal system maintenance.
 - The current KPI is 8 manholes per year.

Conclusion

- We conducted an experiment in manhole grouting as a solution to an ongoing I&I problem.
- This experiment cost less than \$2000 using largely on-hand equipment, and eliminated 51,840 gallons of I&I EACH DAY at an estimated cost savings of \$56,764 over the next year.
 - AND THAT IS ONLY FROM THE TEST PHASE!



Sweet Home Police Department

City of Sweet Home
1950 Main Street
Sweet Home, OR 97386
541-367-5181
Fax 541-367-5235
www.ci.sweet-home.or.us
shpd@ci.sweet-home.or.us

ATV USE ON CITY ROADS

Previously, Council has requested information relating to laws and ordinances relating to the use of ATVs on roadways. The following is intended for information only at this time.

On June 22, 2017, the Governor signed Senate Bill 344 into law, expanding the use of ATVs on highways. The term "highways," as defined by ORS 801.305, means "every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this state, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right." The bill became effective on January 1, 2018. The bill established an All-Terrain Vehicle Access Routes Advisory Committee and directs the Oregon Transportation Commission to designate ATV access routes throughout Oregon where persons may operate ATVs within a portion of the highway right of way.

The City of Oakridge passed an ordinance on February 15, 2018, authorizing the operation of Class IV All-Terrain Vehicles on streets located within the City of Oakridge but subject to the provision of ORS 821.200(1).

Class IV All-Terrain Vehicles (also known as side-by-sides) are vehicles that travel on four tires with a rim diameter of 14 inches or less, that are designed for cross-country travel, have non-straddle seating, weigh less than 1,800 pounds, and are 65-inches wide or less.

A person operating a Class IV ATV must be 16 years of age or older and hold a valid driver license and a valid Class IV ATV Operator Permit. Operators and passengers must wear a safety belt or safety harness. When traveling on a Designated ATV Highway Access Route, all riders must wear a helmet. Currently, any ATV operating on a paved road is required to have ATV safety equipment including lights after dark.

While Off-Road ATV use is, and has been, exempt from the requirement to carry liability insurance, liability insurance coverage will be required on Designated ATV Highway Access Routes. ATV users will also need an Oregon Driver's license to travel on Designated ATV Highway Access Routes. On road routes must be sign-posted as an ATV Highway Access Route.

Included with this information is Oregon Senate Bill 344, ORS 821.200, and the City of Oakridge Ordinance pertaining to ATV use on City Streets.

Enrolled
Senate Bill 344

Sponsored by Senator FERRIOLI, Representative BARRETO; Senator JOHNSON, Representatives DOHERTY, SMITH G, WHISNANT, WITT (Pre-session filed.)

CHAPTER

AN ACT

Relating to off-road vehicles; creating new provisions; and amending ORS 806.020, 807.020, 821.010, 821.020, 821.055, 821.190, 821.200, 821.202 and 821.203.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 821.190 is amended to read:

821.190. (1) A person commits the offense of unlawful operation of an off-road vehicle on a highway or railroad if the person operates a vehicle described in subsection (2) of this section in any of the following described areas:

(a) On or across the paved portion, the shoulder, inside bank or slope of any highway, on or across the median of any divided highway or on or across any portion of a highway right of way under construction.

(b) On or across a railroad right of way.

(2) This section applies to:

(a) Snowmobiles.

(b) Class I all-terrain vehicles.

(c) Class II all-terrain vehicles that are not properly equipped for operation on a highway.

(d) Class III all-terrain vehicles.

(e) Class IV all-terrain vehicles.

(3) Exemptions from this section are established under ORS **821.055 and** 821.200.

(4) In addition to penalties provided by this section, the operator or owner of a snowmobile or Class I, Class II, Class III or Class IV all-terrain vehicle may be liable as provided under ORS 821.310.

(5) The offense described in this section, unlawful operation of an off-road vehicle on a highway or railroad, is a Class B traffic violation.

SECTION 2. ORS 821.200 is amended to read:

821.200. This section establishes exemptions from the limitations placed on the use of snowmobiles and all-terrain vehicles under ORS 821.190. The prohibitions and penalties under ORS 821.190 do not apply when a snowmobile or all-terrain vehicle that qualifies for the exemption from equipment requirements under ORS 821.010 is being operated as described under any of the following:

(1) A person may lawfully cross a highway or railroad right of way while operating a snowmobile or all-terrain vehicle if the person complies with all of the following:

(a) The crossing must be made at an angle of approximately 90 degrees to the direction of the highway or railroad right of way.

(b) The crossing must be made at a place where no obstruction prevents a quick and safe crossing.

(c) The vehicle must be brought to a complete stop before entering the highway or railroad right of way.

(d) The operator of the vehicle must yield the right of way to vehicles using the highway or equipment using the railroad tracks.

(e) The crossing of a railroad right of way must be made at an established public railroad crossing.

(f) The crossing of a highway must be made at a **highway intersection or at** a place that is more than 100 feet from any highway intersection.

(g) If the operator of a snowmobile is under 12 years of age, a person who is 18 years of age or older must accompany the operator either as a passenger or as the operator of another snowmobile that is in proximity to the younger operator.

(2) A snowmobile or all-terrain vehicle may be lawfully operated upon a highway under any of the following circumstances:

(a) Where the highway is completely covered with snow or ice and has been closed to motor vehicle traffic during winter months.

(b) For purposes of loading or unloading when such operation is performed with safety and without causing a hazard to vehicular traffic approaching from either direction on the highway.

(c) Where the highway is posted to permit snowmobiles or all-terrain vehicles.

(d) In an emergency during the period of time when and at locations where snow upon the highway renders travel by automobile impractical.

(e) When traveling along a designated snowmobile or all-terrain vehicle trail.

(3) It shall be lawful to operate a snowmobile or all-terrain vehicle upon a railroad right of way under any of the following circumstances:

(a) Where the right of way is posted to permit the operation.

(b) In an emergency.

(c) When the snowmobile or all-terrain vehicle is operated by an officer or employee or authorized contractor or agent of a railroad.

SECTION 2a. ORS 821.010 is amended to read:

821.010. (1) Any motor vehicle designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland or other natural terrain is exempt from the sections governing vehicle equipment described in this section if the vehicle:

(a) Is operated in an area described under ORS 821.020; and

(b) Complies with the equipment requirements under ORS 821.040.

(2) The exemption under this section is an exemption from the prohibitions under all of the following paragraphs:

(a) Nonstandard lighting equipment under ORS 816.300.

(b) Required lighting equipment under ORS 816.330.

(c) Prohibited lighting equipment under ORS 816.360.

(d) Violation of state equipment administrative rules under ORS 815.100.

(e) Slow-moving vehicle emblem requirements under ORS 815.115.

(f) Mudguard and fender requirements under ORS 815.185.

(g) Visible emission limits under ORS 815.200.

(h) Requirements for window materials under ORS 815.040.

(i) Obstruction of windows under ORS 815.220.

(j) Limits on sound equipment under ORS 815.225.

(k) Sound equipment requirements under ORS 815.230.

(L) Rearview mirror requirements under ORS 815.235.

(m) Limits on image display device use under ORS 815.240.

(n) Exhaust system requirements under ORS 815.250.

(o) Speedometer requirements under ORS 815.255.

(p) Disposal system requirements under ORS 815.260.

(q) Helmet requirements under ORS 814.260 to 814.280, **except that a person is required to meet the helmet requirements described in ORS 821.202 and 821.203.**

SECTION 3. ORS 821.020 is amended to read:

821.020. *[(1) This section establishes the areas where the exemption from equipment requirements for off-road vehicles described under ORS 821.010 is applicable. The exemption applies to any land, road or place within the State of Oregon that meets the description in subsection (2) of this section and that is not posted as closed to off-road use.]*

[(2)] (1) Except as provided in subsection (2) of this section, the exemption from equipment requirements for off-road vehicles under ORS 821.010 applies to each of the following [lands, roads and places]:

(a) Lands that are open to the public.

(b) Roads, other than two-lane gravel roads, that are open to the public.

(c) Paved parking lots adjacent to or on designated off-road vehicle areas, trails and routes that are open to the public.

(d) *[Any]* Local two-lane gravel *[road]* **roads** that *[is]* **are** open to the public and that *[is]* **are** designated by the road authority with jurisdiction over the road as open to off-road vehicles that are described in ORS 821.010.

(e) **All-terrain vehicle highway access routes that are designated by the Oregon Transportation Commission as open to all-terrain vehicles.**

(2) The exemption from equipment requirements does not apply to areas posted as closed to off-road vehicles.

SECTION 4. ORS 821.055 is amended to read:

821.055. Notwithstanding ORS 821.020, or any law requiring that vehicles be equipped in specified ways in order to operate on highways, **a person may operate** Class I, Class II, Class III and Class IV all-terrain vehicles *[may operate]* on any highway in this state that is open to the public *[and]* **if:**

(1) **The highway** is not maintained for passenger car traffic.

(2) **The person is on or crossing a portion of highway right of way as permitted under ORS 821.200.**

(3) **The person is on an all-terrain vehicle highway access route that is designated by the Oregon Transportation Commission as open to all-terrain vehicles.**

SECTION 5. Section 6 of this 2017 Act is added to and made a part of the Oregon Vehicle Code.

SECTION 6. (1) **The Oregon Transportation Commission shall designate all-terrain vehicle highway access routes on state highways throughout this state for the purpose of authorizing incidental use of all-terrain vehicles within the state highway right of way.**

(2) **The commission shall designate all-terrain vehicle highway access routes under this section after consultation with the All-Terrain Vehicle Highway Access Routes Advisory Committee established under section 7 of this 2017 Act.**

(3) **A grant of authority under this section to operate an all-terrain vehicle on an all-terrain vehicle highway access route is effective when signs are posted giving notice that the commission has designated a portion of the state highway right of way as an all-terrain vehicle highway access route.**

SECTION 7. (1) **The All-Terrain Vehicle Highway Access Routes Advisory Committee is established.**

(2) **The committee consists of seven members.**

(3)(a) **The State Parks and Recreation Director shall appoint:**

(A) **Two representatives of all-terrain vehicle users.**

(B) **One representative of a city or county.**

(C) **One representative of a law enforcement agency.**

(D) **One representative who is a member of the public.**

(E) One representative of the State Parks and Recreation Department as a nonvoting member.

(b) The Director of Transportation shall appoint one representative of the Department of Transportation as a nonvoting member.

(4) The committee shall:

(a) Accept and evaluate proposed all-terrain vehicle highway access routes on portions of state highway rights of way;

(b) Conduct field reviews of proposed all-terrain vehicle highway access routes and consult with the following:

(A) A county commissioner;

(B) A sheriff's office;

(C) Any road authority with jurisdiction of the proposed all-terrain vehicle highway access route;

(D) A member of a local all-terrain vehicle user organization;

(E) A land management agency in the area that provides all-terrain vehicle riding opportunities; and

(F) If the proposed all-terrain vehicle highway access route is located within the boundaries of a city, a representative of the city;

(c) Conduct at least one public meeting to explain the proposed all-terrain vehicle highway access route and receive comments; and

(d) Submit a report to the Department of Transportation and the Oregon Transportation Commission and may include recommendations related to all-terrain vehicle highway access routes on portions of state highway rights of way.

(5) The committee must take into consideration the following when developing its recommendations:

(a) The need to create connections between areas open to all-terrain vehicle use.

(b) Minimizing adverse effects on adjacent landowners.

(c) Road conditions, including but not limited to road width, shoulders, highway speed, population densities and sight distance.

(d) The desire of the local community to allow all-terrain vehicle highway access routes to cross portions of state highway rights of way for purposes of highway or trail connectivity, access to recreational areas and promoting tourism.

(e) Consistency with local all-terrain vehicle use on city streets and county roads adjacent to the portions of state highway rights of way.

(f) Safety.

(g) Any other factors the committee considers important.

(6) A majority of the voting members of the committee constitutes a quorum for the transaction of business.

(7) Official action by the committee requires the approval of a majority of the voting members of the committee.

(8) The committee shall elect one of its members to serve as chairperson.

(9) If there is a vacancy for any cause, the appointing authority shall make an appointment to become immediately effective.

(10) The committee shall meet at times and places specified by the call of the chairperson or of a majority of the voting members of the committee.

(11) The committee may adopt rules necessary for the operation of the committee.

(12) The State Parks and Recreation Department shall provide staff support to the committee.

(13) Members of the committee are not entitled to compensation, but may be reimbursed for necessary travel expenses incurred by them in the performance of their official duties.

(14) The State Parks and Recreation Department is directed to assist the committee in the performance of the committee's duties and, to the extent permitted by laws relating to

confidentiality, to furnish information and advice the members of the committee consider necessary to perform their duties.

SECTION 8. ORS 806.020 is amended to read:

806.020. This section provides exemptions from the necessity for compliance with or proof of compliance with financial responsibility requirements in accident reports under ORS 811.725, when applying for vehicle registration under ORS 803.370 or 803.460 and for operating a vehicle under ORS 806.010. The owner or operator of a vehicle is exempt, as provided by this section, from financial responsibility requirements if the vehicle involved in the accident, sought to be registered or operated is any of the following:

- (1) An antique vehicle issued permanent registration under ORS 805.010.
- (2) A farm trailer.
- (3) A farm tractor.
- (4) An implement of husbandry.
- (5) A vehicle of special interest that is maintained as a collector's item and used for exhibitions, parades, club activities and similar uses, but not used primarily for the transportation of persons or property.
- (6) A snowmobile or a Class I, Class III or Class IV all-terrain vehicle, **unless the vehicle is operating on an all-terrain vehicle highway access route that is designated by the Oregon Transportation Commission as open to all-terrain vehicles.**
- (7) Any motor vehicle not operated on any highway or premises open to the public in this state.
- (8) A motor assisted scooter.
- (9) An electric personal assistive mobility device.

SECTION 9. ORS 807.020 is amended to read:

807.020. A person who is granted a driving privilege by this section may exercise the driving privilege described without violation of the requirements under ORS 807.010. A grant of driving privileges to operate a motor vehicle under this section is subject to suspension and revocation the same as other driving privileges granted under the vehicle code. This section is in addition to any exemptions from the vehicle code under ORS 801.026. The following persons are granted the described driving privileges:

(1) A person who is not a resident of this state or who has been a resident of this state for less than 30 days may operate a motor vehicle without an Oregon license or driver permit if the person holds a current out-of-state license issued to the person. For the purpose of this subsection, a person is a resident of this state if the person meets the residency requirements described in ORS 807.062. To qualify under this subsection, the person must have the out-of-state license or driver permit in the person's possession. A person is not granted driving privileges under this subsection:

(a) If the person is under the minimum age required to be eligible for driving privileges under ORS 807.060;

(b) During a period of suspension or revocation by this state or any other jurisdiction of driving privileges or of the right to apply for a license or driver permit issued by this state or any other jurisdiction; or

(c) That exceed the driving privileges granted to the person by the out-of-state license or driver permit.

(2) A person in the Armed Forces of the United States may operate a motor vehicle without an Oregon license or driver permit if the person is operating a motor vehicle in the course of the person's duties in the Armed Forces.

(3) A person without a license or driver permit may operate a road roller or road machinery that is not required to be registered under the laws of this state.

(4) A person without a license or driver permit may temporarily operate, draw, move or propel a farm tractor or implement of husbandry.

(5) A person without a license or driver permit may operate a motor vehicle to demonstrate driving ability during the course of an examination administered under ORS 807.070 for the purpose

of qualifying for a license or driver permit. This subsection only applies when an authorized examiner is in a seat beside the driver of the motor vehicle.

(6) Driving privileges for snowmobiles are exclusively as provided in ORS 821.150.

(7) Driving privileges for Class I all-terrain vehicles are exclusively as provided in ORS 821.170, **unless a person is operating a Class I all-terrain vehicle on an all-terrain vehicle highway access route that is designated by the Oregon Transportation Commission as open to all-terrain vehicles.**

(8) Driving privileges for Class III all-terrain vehicles are exclusively as provided in ORS 821.172, **unless a person is operating a Class III all-terrain vehicle on an all-terrain vehicle highway access route that is designated by the commission as open to all-terrain vehicles.**

(9) Driving privileges for Class IV all-terrain vehicles are exclusively as provided in ORS 821.176, **unless a person is operating a Class IV all-terrain vehicle on an all-terrain vehicle highway access route that is designated by the commission as open to all-terrain vehicles.**

(10) A person without a license or driver permit may operate a golf cart in accordance with an ordinance adopted under ORS 810.070.

(11) The spouse of a member of the Armed Forces of the United States on active duty who is accompanying the member on assignment in this state may operate a motor vehicle if the spouse has a current out-of-state license or driver permit issued to the spouse by another state in the spouse's possession.

(12) A person who is a member of the Armed Forces of the United States on active duty may operate a motor vehicle if the person has a current out-of-state license or driver permit in the person's possession that is issued to the person by the person's state of domicile or by the Armed Forces of the United States in a foreign country. Driving privileges described under this subsection that are granted by the Armed Forces apply only for a period of 45 days from the time the person returns to the United States.

(13) A person who does not hold a motorcycle endorsement may operate a motorcycle if the person is:

(a) Within an enclosed cab; or

(b) Operating a vehicle designed to travel with three wheels in contact with the ground at speeds of less than 15 miles per hour.

(14) A person may operate a bicycle that is not an electric assisted bicycle without any grant of driving privileges.

(15) A person may operate an electric assisted bicycle without a driver license or driver permit if the person is 16 years of age or older.

(16) A person may operate a motor assisted scooter without a driver license or driver permit if the person is 16 years of age or older.

(17) A person who is not a resident of this state or who has been a resident of this state for less than 30 days may operate a motor vehicle without an Oregon license or driver permit if the person is at least 15 years of age and has in the person's possession a current out-of-state equivalent of a Class C instruction driver permit issued to the person. For the purpose of this subsection, a person is a resident of this state if the person meets the residency requirements described in ORS 807.062. A person operating a motor vehicle under authority of this subsection has the same privileges and is subject to the same restrictions as a person operating under the authority of a Class C instruction driver permit issued as provided in ORS 807.280.

(18) A person may operate an electric personal assistive mobility device without any grant of driving privileges if the person is 16 years of age or older.

SECTION 10. ORS 821.202 is amended to read:

821.202. (1) A person commits the offense of failure of [a Class I, Class II, Class III or Class IV] **an** all-terrain vehicle operator or passenger to wear a motorcycle helmet if:

(a) The person is under 18 years of age, operates or rides on a Class I, Class II, Class III or Class IV all-terrain vehicle on premises open to the public **or on a highway** and is not wearing a motorcycle helmet with a fastened chin strap; **or**

(b) **The person is 18 years of age or older, operates or rides on a Class I or Class III all-terrain vehicle on an all-terrain vehicle highway access route that is designated by the Oregon Transportation Commission as open to all-terrain vehicles and is not wearing a motorcycle helmet with a fastened chin strap.**

(2) The requirement to wear a motorcycle helmet with a fastened chin strap does not apply if the all-terrain vehicle is:

(a) Used exclusively in farming, agricultural or forestry operations or used by persons licensed under ORS chapter 571 exclusively for nursery or Christmas tree growing operations.

(b) Being used on land owned or leased by the owner of the vehicle.

(c) A Class II all-terrain vehicle registered under ORS 803.420 and has a roof or roll bar.

(3) The offense described in this section, failure of [*a Class I, Class II, Class III or Class IV*] **an** all-terrain vehicle operator or passenger to wear a motorcycle helmet, is a Class D traffic violation.

SECTION 11. ORS 821.203 is amended to read:

821.203. (1) A person commits the offense of endangering [*a Class I, Class II, Class III or Class IV*] **an** all-terrain vehicle operator or passenger if:

(a) The person is operating a Class I, Class II, Class III or Class IV all-terrain vehicle on premises open to the public **or on a highway** and the person carries another person on the Class I, Class II, Class III or Class IV all-terrain vehicle who is under 18 years of age and is not wearing a motorcycle helmet with a fastened chin strap; or

(b) The person is the parent, legal guardian or person with legal responsibility for the safety and welfare of a child under 18 years of age and the child operates or rides on a Class I, Class II, Class III or Class IV all-terrain vehicle on premises open to the public **or on a highway** without wearing a motorcycle helmet with a fastened chin strap.

(2) The requirement to wear a motorcycle helmet with a fastened chin strap does not apply if the all-terrain vehicle is:

(a) Used exclusively in farming, agricultural or forestry operations or used by persons licensed under ORS chapter 571 exclusively for nursery or Christmas tree growing operations.

(b) Being used on land owned or leased by the owner of the vehicle.

(c) A Class II all-terrain vehicle registered under ORS 803.420 and has a roof or roll bar.

(3) The offense described in this section, endangering [*a Class I, Class II, Class III or Class IV*] **an** all-terrain vehicle operator or passenger, is a Class D traffic violation.

Passed by Senate March 30, 2017

Repassed by Senate June 14, 2017

.....
Lori L. Brocker, Secretary of Senate

.....
Peter Courtney, President of Senate

Passed by House June 1, 2017

.....
Tina Kotek, Speaker of House

Received by Governor:

.....M,....., 2017

Approved:

.....M,....., 2017

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M,....., 2017

.....
Dennis Richardson, Secretary of State

2017 ORS 821.190¹

Unlawful operation of snowmobile or all-terrain vehicle on highway or railroad

- • **civil liability**
 - • **penalty**
 - [Text](#)
 - News
 - [Annotations](#)
 - [Related Statutes](#)
-

(1) A person commits the offense of unlawful operation of an off-road vehicle on a highway or railroad if the person operates a vehicle described in subsection (2) of this section in any of the following described areas:

(a) On or across the paved portion, the shoulder, inside bank or slope of any highway, on or across the median of any divided highway or on or across any portion of a highway right of way under construction.

(b) On or across a railroad right of way.

(2) This section applies to:

(a) Snowmobiles.

(b) Class I all-terrain vehicles.

(c) Class II all-terrain vehicles that are not properly equipped for operation on a highway.

(d) Class III all-terrain vehicles.

(e) Class IV all-terrain vehicles.

(3) Exemptions from this section are established under ORS [821.055 \(Operation of all-terrain vehicles on certain highways\)](#) and [821.200 \(Exemptions from general prohibition on operating on highway or railroad\)](#).

(4) In addition to penalties provided by this section, the operator or owner of a snowmobile or Class I, Class II, Class III or Class IV all-terrain vehicle may be liable as provided under ORS [821.310 \(Treble damages for damage to property\)](#).

(5) The offense described in this section, unlawful operation of an off-road vehicle on a highway or railroad, is a Class B traffic violation. [1985 c.72 §2; 1985 c.459 §28 (enacted in lieu of 1983 c.338 §§724,725,726); 1989 c.991 §12; 1995 c.383 §111; 1999 c.372 §1; 2011 c.360 §24; 2017 c.453 §1]

ORDINANCE NO. 927

AN ORDINANCE AUTHORIZING THE OPERATION OF CLASS IV ALL-TERRAIN VEHICLES ON STREETS LOCATED WITHIN THE CITY OF OAKRIDGE, OREGON, BUT SUBJECT TO THE PROVISION OF ORS 821.200(1), AND PROVIDING A PENALTY FOR THE VIOLATION THEREOF.

WHEREAS, the City Council of the City of Oakridge desires to adopt an ordinance authorizing the operation of all-terrain vehicles on City streets as located within the city limits of the City of Oakridge; and

WHEREAS, the City Council has determined that it is necessary to impose certain restrictions on the operation of all-terrain vehicles on such streets for the purpose of protecting the interest and safety of the general public, now therefore,

THE COUNCIL OF THE CITY OF OAKRIDGE ORDAINS AS FOLLOWS:

Section 1. – Purpose:

The purpose of this Ordinance is to authorize the operation of All-terrain vehicles on City streets within the City of Oakridge subject to the terms, provisions, rights and responsibilities as set forth in this Ordinance.

Section 2. – Definitions:

For the purpose of this Ordinance, the following definitions are hereby established:

- (a) All-Terrain Vehicle(s) (ATV(s)), means Class I All-Terrain Vehicles, Class II All-Terrain Vehicles, Class III All-Terrain Vehicles, and/or Class IV All -Terrain Vehicles
- (b) ATV Operator Permit, means the ATV Safety Education Card issued upon completion of an Oregon Parks and Recreation Departments approved ATV Safety Education course and passage of the minimum standards test of ATV Safety Education competency as established by the Oregon Parks and Recreation Department as set forth in OAR 736-004-0015(10).
- (c) Class I All-Terrain Vehicles, as defined by ORS 801.190. is a motorized, off-highway recreational vehicle that (a) is 50 inches or less in width, (b) has a dry weight of 1,200 pounds or less, (c) travels on three or more pneumatic tires that are six inches or more in width and that are designed for use on wheels with a rim diameter of 14 inches or less, (d) uses handlebars for steering, (e) has a seat designed to be straddled for the operator, and (f) is designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain. Class I All-Terrain Vehicles may also be known as quads, three-wheelers, or four wheelers.
- (d) Class II All-Terrain Vehicles, as defined by ORS 801.193 is any motor vehicle that (a) weighs more than or is wider than a Class I All- Terrain Vehicle, (b) is designed for or

capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain, (c) is not a Class IV All-Terrain Vehicle, and (d) is street-legal, is registered under ORS 803.420, and has a roof or roll bar. Class II All – Terrain Vehicles may also be known as four-by-fours, pickups, jeeps, sand rails, dune buggies, and SUV’s.

(e) Class III All-Terrain Vehicle and Class IV All-Terrain Vehicle(s), as defined by ORS 801.194

(1) Class III All-Terrain Vehicle means a motorcycle that travels on two tires and that is actually being operated off highway.

(2) Class IV is any motorized vehicle that (a) travels on four or more pneumatic tires that are six inches or more in width and that are designed for use on wheels with a rim diameter of 14 inches or less, (b) is designed for or capable of cross-country travel on or immediately over, land, water, snow, ice, marsh, swampland or other natural terrain, (c) Has nonstraddle seating (d) Has a steering wheel for steering control, (e) Has a dry weight of 1,800 pounds or less; and (f) Is 65 inches wide or less at its widest point, or current manufacturing standards of width and weight from the factory. Class IV All-Terrain Vehicles may also be known as side-by-sides.

(f) Driver License, has the meaning given that term under ORS 801.245.

(g) Motorcycle Helmet, has the meaning given that term under ORS 801.366. ORS 801.366 defines a Motorcycle Helmet as a protective covering for the head consisting of a hard, outer shell, padding adjacent to and inside the outer shell and a chin-strap type retention system with a sticker indicating that the motorcycle helmet meets standards established by the United States Department of Transportation.

(h) Traffic Law(s), means any and all Oregon statutes and regulations relating in any way to the operation or use of motorized vehicles, including, without limitation, the Oregon Vehicle Code (ORS Chapters 801 to 826) and any regulations or administrative rules promulgated thereunder.

(i) Street(s) means all roads, streets, and alleys, other than Highway 58 as located within the boundaries of the City of Oakridge that are open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

(j) Hours of Operations, “daylight hours” means one hour before sunrise to one hour after sunset.

Section 3. – Operation of All-Terrain Vehicles on Streets Authorized.

Subject to the provisions of this Ordinance, Class IV ATV’s may be operated on Streets subject to the conditions and restriction set forth under ORS 821.200. All-Terrain Vehicles are prohibited from operating under this Ordinance on Highway 58 as located within the City, except that a person may, while operating a Class IV ATV, cross the above highway to the extent permitted under applicable Oregon law, including, without limitation, ORS 821.200(1).

Section 4. Regulations for Operation of All-Terrain Vehicles.

All-Terrain Vehicles operating under this Ordinance must be operated in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all applicable Traffic Law requirements (including, without limitation, ORS 811.255) and all posted speed limits.

Section 5. Licensed Driver 16 Years or Older Required.

A person operating a Class IV ATV under this Ordinance must be 16 years of age or older and hold a valid Driver License.

Section 6. – All Terrain Vehicle Operator Permit Required.

A person operating a Class IV All-Terrain Vehicle under this Ordinance must hold a valid Class IV ATV Operator Permit issued under ORS 390.577.

Section 7. – Safety Equipment Requirements.

All-Terrain Vehicles operated under this Ordinance must be equipped with the safety equipment required under all applicable Traffic Laws, including, without limitation, ORS 821.030, ORS 821.040, ORS 821.220, ORS 821.230, and OAR 735-116-000.

Section 8. – Helmet Requirements.

A person who is under 18 years of age must wear a Motorcycle Helmet with a fastened chin strap while riding as a passenger on an ATV operated under this Ordinance.

Section 9. – Safety Belt Requirements.

A person must be properly secured with a safety belt or safety harness while operating or riding as a passenger on an ATV operated under this Ordinance if such ATV as required to be equipped with safety belts or safety harnesses at the time the ATV was manufactured, or safety belts or safety harness have been installed on the ATV.

Section 10. – Speed Limits.

All-Terrain Vehicles operated under this Ordinance must be operated in compliance with all posted speed limits and may not be operated (a) at a rate of speed greater than reasonable and proper under the existing conditions, or (b) in a negligent manner so as to endanger or cause injury, death, and/or damage to the operator or person or property of another.

Section 11. – Prohibition on Operating All-Terrain While Driving Privileges Suspended.

A person may not operate an ATV under this Ordinance while the person’s driving privileges (i.e., Driver License) are suspended or revoked.

Section 12. – Financial Requirements.

All-Terrain Vehicles operated under this Ordinance must meet the financial responsibility requirements under ORS 806. For purposes of this Section 12, “financial responsibility requirements” means the ability to respond in damages for liability, on account of accidents arising out of the ownership, operation, maintenance, and/or use of an ATV, in a manner provided under ORS 806. The exemption in 806.020 does not apply to this ordinance.

Section 13. –Hours of Operation Rules.

All-Terrain Vehicles may be operated during daylight hours with headlights and taillights. All Terrain Vehicles may be operated during hours of darkness and when limited visibility conditions exist if it is equipped with lighting equipment required for a motor vehicle under ORS 816.320 (For example; high and low beam headlights, taillights, turn signals, and brake lights).

Section 14. – Posting.

The City of Oakridge will post signs giving notice that the operation of ATVs is permitted upon Streets under the provisions of this Ordinance. The City of Oakridge will post such signs at locations necessary to inform the public that ATVs are permitted upon Streets, which sign locations will be determined by the City of Oakridge in its sole discretion.

Section 15. – Liability.

The operation of an ATV will be undertaken at the sole risk and responsibility of the owner and/or operator. The City of Oakridge, by passing this Ordinance, assumes no responsibility of the operation of such ATVs and will be held harmless in any action arising from the operation of such ATVs on or off any public way within the City limits, including, without limitation, Streets.

Section 16. – Penalties.

Any violation of this Ordinance that constitutes a violation of a Traffic Law, the penalty shall be the same as provided for by Oregon statute. Any other violation of this ordinance shall be commenced by the issuance of a citation and shall be prosecuted in the Oakridge Municipal Court as a Class A Violation pursuant to the provision of ORS 153 as now in effect or as may be amended from time to time.

Section 17. – Reference Statutes and Rules.

All reference to particular laws, statutes, or rules include that law, statute, or rule as now in effect or as may be amended from time to time.

Section 18. – Invalidity.

If any section, subsection or part of this Ordinance is for any reason held invalid, unenforceable or unconstitutional, such holding will not affect the validity, enforceability or constitutionality of the remaining portions of this Ordinance.

Section 19. – Snowmobiles.

Nothing contained in this Ordinance applies to the operation of snowmobiles as that term is defined by ORS 801.490.

Section 20. – Modifications.

The Chief of Police of the City of Oakridge has the authority to modify the provisions of this Ordinance as a result of the occurrence of special events. Such modifications shall be temporary in nature and shall not violate Traffic Laws.

Section 21. – Effective Date.

This Ordinance shall take effect on the thirtieth (30th) day after its adoption as set forth below.

READ BY TITLE ONLY, PASSED AND ADOPTED by a vote of the Oakridge City Council this 15th day of February 2018.

PASSED BY THE COUNCIL of the City of Oakridge this 15th day of February, 2018.

APPROVED AND SIGNED BY THE MAYOR of the City of Oakridge this 15th day of February 2018.



If I Were Mayor, I Would... Student Contest



The Oregon Mayors Association and your city invite you to enter the
"If I Were Mayor..." contest.

Share your creative ideas about what you would do as mayor.

Local winners are entered into the state contest for a chance to win an **iPad Air 2!**

CONTEST DEADLINE: _____

Contest Rules:

GENERAL RULES:

- All submissions must be accompanied by a completed entry form. All forms for students under age 18 must be signed by the student's parent or guardian. Entry forms may be photocopied.
- Only one submission per student will be accepted at the state level.
- Previous statewide winners may participate, but are not eligible to receive a prize in the same category (grade level) they previously won in. They are eligible to receive a prize in a new category.
- State level submissions become the property of the Oregon Mayors Association (OMA).
- OMA retains the right to publish state-level entries along with the names and likenesses of each student.
- League of Oregon Cities (LOC) employees and dependents are not eligible to enter.

POSTERS:

- The poster contest is open to students enrolled in grades 4 and 5 or being home-schooled at the same grade level for the 2018-19 school year.
- Poster size must be a minimum of 17" and a maximum of 28" in height or width.
- Students are encouraged to be creative and may use any art medium (e.g., poster paints, felt pens, colored pencils, pastels, crayons, three-dimensional art, etc.). The poster may be in color or black and white.
- The student's name and a daytime phone number or email address for their parent or guardian must appear on the back of the poster.

ESSAYS:

- The essay contest is open to students enrolled in grades 6 through 8 or being home-schooled at the same grade level for the 2018-19 school year.
- Essays must be 500 to 1,000 words in length and typed.
- The student's name and a daytime phone number or email address for their parent or guardian must appear at the top of the essay.

DIGITAL MEDIA PRESENTATIONS (video, PowerPoint, Prezi, etc.):

- The digital media presentation contest is open to students enrolled in grades 9 through 12 or being home-schooled at the high school level for the 2018-19 school year.
- Presentations must be one to three minutes in length and may be submitted on disk or emailed.
- The student's name and a daytime phone number or email address for their parent or guardian must be written on the disk or disk sleeve.

First-place statewide winners will receive their prizes during the OMA Summer Conference, to be held August 1-3 in Medford.

For more information about the local contest contact:

This program is independent from the Sweet Home School District #55. Availability of this form is a service of the school to its patrons and carries no sponsorship or liability to the school. The school is not responsible for any results that occur from participation in this program. No state funds have been used for this program.

“If I Were Mayor, I Would...”
2018-19 OMA Student Contest
OFFICIAL ENTRY FORM

(This form must accompany EVERY contest entry)

Judging Criteria

Judging of the local contest will be conducted by your city officials or other persons appointed by the mayor. A panel of Oregon mayors will judge the statewide entries. In selecting the winners, the judges will consider:

- ✓ **Creativity** – Does the student demonstrate curiosity and originality?
- ✓ **Clarity/Sincerity of Thought** – Is the submission well thought out and organized?
- ✓ **Proper Use of Grammar** – Does the submission contain proper spelling, grammar and punctuation?
- ✓ **Subject Relevancy** – Are the major points relevant to the role of a government leader? Does the student demonstrate an understanding of municipal government and the job of mayor?

PLEASE PRINT CLEARLY

Student Name: _____ Grade: _____

Home Address: _____

City/State/Zip: _____

School: _____ Sponsoring Teacher: _____

Name of Parent/Guardian: _____

Email Address: _____ Daytime phone: _____

Signature of Parent/Guardian: *(Required for students under age 18):* _____

Verification Statement: I hereby verify that the student whose name appears on this entry form produced the work submitted.

Signature of Teacher or Parent/Guardian: _____

Print Name: _____ Relationship: _____

Submissions must be accompanied by a completed entry form
and be received no later than **April 15, 2019**.

Student's Last Name: _____ City Represented: _____

Questions and/or electronic submission to:
Julie Fisher, jfisher@sweethomeor.gov



CITY OF SWEET HOME PLANNING COMMISSION MEETING Minutes

January 28, 2019, 7:00 p.m.
City Hall Annex, 1140 12th Avenue
Sweet Home, OR 97386

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

Call to Order 7:00PM

Pledge of Allegiance

Roll Call of Commissioners:

Thomas Herb, Lance Gatchel, Greg Stephens, Eva Journey, Greg Korn, Henry Wolthius (Absent)

Staff: Jerry Sorte, Joe Graybill, Angela Clegg

Public Comment. This is an opportunity for members of the public to address the Planning Commission on topics that are not listed on the agenda.

No public comment

Election of Chairperson and Vice-Chairperson

Greg stated that he thought Lance and Henry were doing a good job and suggested that they be appointed for another term. A short discussion in agreement occurred and then the motion was called.

Motion: Greg Stephens

2nd: Thomas Herb

5 ayes, 1 absent

Chair: Lance Gatchell

Vice Chair: Henry Wolthius

Planning Commission Training

Director Sorte discussed his reason for the training. Purpose is to give the Planning Commission a brief introduction to what the Land Conservation and Development Commission has on their website for training. The path to get to the training videos: City of Sweet home website, Community and Economic Development page, Planning Commission page, Planning Commission materials, OR land use planning online training.

Staff is still working on the website and is going to be adding some links for the Planning Commission to use as reference and training.

The Oregon Land Use Online Training: Key Chapters 1-4 relevant to our area. Sorte played short clips and then had a discussion. We went through a staff report, and then opened it up for Commissioners to ask some questions.

Videos watched:

- The role of cities and governments.
- Comprehensive Plans
- Zoning

- Land Divisions
- Local Land Use Decisions
- Process
- Ex parte contact, Bias and Conflict of Interest

Jerry explained about the comprehensive plan and explained what the plans use is. It has not been updated in his time at Sweet Home.

May be worth looking at the sections we skipped over. Sorte brought up SHMC 2.20 City Planning Commission. Review of R-1 Zone code as an example of the process. What we go through at the counter when customers come in. Conditional Uses may conform to the Comprehensive plan and it may not.

Clegg passed out binders with the following weeks staff report to use as an example to go through. Sorte walked through the parts of the staff report. The key section is Section III.

- The decision the Planning Commission makes should be based on the criteria listed in the code.
- Staff references the applicable criteria in bold.
- Staff findings follow the code.
- Staff findings are to answer the questions as to whether the application follows code.
- Sorte reemphasize that it is important to read through the criteria.
- Finally, staff will draw conclusions, and possibly apply conditions of approval.

The other type of decision is legislative. That's when we are starting to change the code.

Lance – observation of Staff Reports. “this application complies to this criteria”. Gatchell doesn't think that this is always correct. He would like to see something else if it does not comply. Staff needs to do a better job at the analysis of the findings. Ultimately, if the Planning Commission doesn't agree it's OK. During deliberation you can talk about what the criteria means even if it's not the same as what staff has interpreted it as.

Gatchell asked about pre-planning meetings like what is suggested in the video. Sorte stated that staff is trying to get back to doing more of them. The benefit is that you get planning, building, and engineering in the room with the applicant. It also helps to weed out applications that don't comply with code.

Stephens made a statement about the cost of the applications. Sorte quoted some of the applications prices and stated that the fees do not totally cover the costs of the process. Pre-application meetings can help the applicant avoid unnecessary fees.

Jurney asked about raising the fees to recoup some of the costs. Sorte stated that the City made a fee increases last year and will raise fees to match inflation.

Gatchell stated that one of the videos mentioned that if you visit the site then you need to disclose that you have exparte information. Thomas stated that he has asked about that in the past. Gatchell thinks that it needs to be disclosed. Jurney says that it needs to be disclosed. It's not exparte if you state what happened. Jurney stated that there is supposed to be enough info in the staff report. Jurney said that her training says that you can't go out to the site unless everyone goes. Sorte explained that they did site visits in Polk County. You could walk through the site, but you couldn't discuss it while you were out there. Korn said he did the same thing on the board of appeals. Korn feels like you should visit the site. Herb continued the discussion as to when do you have to excuse yourself. Discussion continued between Korn and Herb. If you have an issue being fair and impartial you may have a conflict of interest. Let staff know if there is anything you would like to see and staff will make sure to put it in the staff report. When you start gathering evidence then you will be in conflict. Gatchell thinks its fine to drive by and just tell the group that he did. Korn said he will drive by and will inform the Commission. Sorte will consult legal to find out for sure. Sorte recommended that the cleanest way to do it would be a site visit. The Commission can hold a public hearing, leave the hearing open, conduct a site visit, open to members of the public, and then they would come back and deliberate. Korn feels that if legal comes back with that a drive by is ok, then he is good with that. Staff can provide recommendations. Sorte gave the various options to what can happen at the end of a meeting. Sorte asked about how they will make the decision.

Lance asked about the timeline and plan for Jerry's replacement. Sorte informed the Commission that they are looking at using COG for planning services. There was discussion about the role of COG and how we will be using their services.

Eva – Asked about redoing the code and is wondering about the process from here. She is worried about the work that has been done will not be picked up and continued. She's worried about it dragging on. Sorte stated that there have been early talks with John Morgan. Sorte recommended to use John Morgan to finish the new code, and then the new staff will do the yearly updates.

Discussion about a going away party for Jerry.

Staff Update on Planning Projects.

- Jerry needs to schedule another public hearing for possibly the 19th or February 25th? Monday the 18th is a holiday.

We will schedule for the 19th.

Change start time to 6:30.

- OPR Grant Update
Clegg informed the Commission about the Oregon Park and Recreation Grant that she has been working on. The overall project cost is \$425,000. The City will come up with 40% match. Sorte added that it is basically the "finish lower Sankey Park grant". Graybill told the Commission that they should go look at the new restroom that has been installed. The electrical is done, and they will be installing the concrete within the week. Sorte added that it is a State grant and talked about the amount of similar grants. He gave an example of the Joseph, OR park. Sorte stated that he thinks that we have a good chance to getting the grant. Clegg stated that if the proposal is approved by City Council then the Commission will see a big campaign to raise the match amount.
- City Hall Update from Joe
The proposal is to be done at the end of April or the first week of May. Its in progress. Stephens asked if the project was under budget, and Graybill confirmed that it was. Gatchell asked about whether there was a penalty if the contractor doesn't get the project doesn't get done on time. There have been some changes that have had to be made, but most of it has come from the City.

Adjournment: 8:25 PM

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.



CITY OF SWEET HOME PLANNING COMMISSION MEETING MINUTES

February 4, 2019, 7:00 p.m.
City Hall Annex, 1140 12th Avenue
Sweet Home, OR 97386

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

1. Call to Order and Pledge of Allegiance
2. Roll Call of Commissioners:

Lance Gatchell, Chairman; Henry Wolthuis, Vice-Chair; Eva Journey; Greg Stephens; Thomas Herb, Greg Korn (Absent)

Staff: Angela, Jerry, Joe

3. Public Comment. This is an opportunity for members of the public to address the Planning Commission on topics that are not listed on the agenda.

4. Review and Approval of Minutes: December 3, 2018

Comments Included; Commissioner Journey stated that on page 4 of the minutes, “Questions Called” Need to add a 1 to the nays. Commissioner Stephens had the same comment.

Commissioner Stephens moved to approve the minutes with the correction
Commissioner Journey seconded the motion to approve.

Question was called

Aye 5

Nay 0

Absent 1

Motion Passed (5) Ayes to (0) Nays

5. **Public Hearing. File P18-10.** The applicant is requesting to partition a 37,917 square foot parcel into three parcels. Currently the property is two tax lots (tax lot 5001 (area A) and tax lot 5002 (area B)) but only legally one lot as described in the deed. As proposed, parcel 1 would contain 9,174 square feet, parcel 2 would contain 10,976 square feet, and parcel 3 would contain 17,737 square feet. The subject property is located in the Commercial Highway (C-2) Zone.

PUBLIC HEARING OPENED AT 7:07PM

Chairman Gatchell read the description of the application and the Planning Commission Criteria.

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: Commissioner Herb drove through the parcel; Chairman Gatchell works at the Forest Service building that uses Parcel 3 as a storage and parking lot. Gatchell has also met the owner of the house by the property line.

Clegg read through the Staff Report. Commissioner Stephens presented questions regarding the access easement through the Forest Service parking lot. CEDD Sorte further explained the application, the easement proposed, and frontage standards. Clegg gave explanation as to why the applicant chose an easement over a flag lot.

A discussion between Commissioners and Staff ensued.

Concerns Included:

Commissioner Journey: what if ownership changes? Commissioner Gatchell had the same question. Sorte explained the standards and advised the Commissioners that they could make a finding about the development.

Commissioner Wolthius: is the applicant related to the owner?

Commissioner Gatchell: None

Commissioner Stephens: None

Commissioner Herb: about the access from highway 20 to the back lot. CEDD Sorte explained the ODOT access permit needs to be submitted before the final Plat.

Commissioner Korn: Absent

Testimony in Favor: NONE

Testimony in Opposition: NONE

Neutral Testimony: NONE

Rebuttal: NONE

PUBLIC HEARING CLOSED AT 7:30PM

Planning Commission discussed the application.

Commissioner Gatchell concerned about making a decision without the applicant present. Commissioner Journey agreed. There was discussion about continuing the hearing until February 19, 2019.

Commissioner Gatchell Moved to reopen the public hearing at 7:37PM.

Commissioner Wolthius seconded the motion to reopen the hearing.

Question was called

Aye 5

Nay 0

Absent 1

Motion Passed (5) Ayes to (0) Nays

Commissioner Herb moved to leave the public hearing open for application P18-10 and continue the public hearing on February 19, 2019.

Commissioner Journey seconded the motion to approve.

Question was called

Aye 5

Nay 0

Absent 1

Motion Passed (5) Ayes to (0) Nays

6. Staff Update on Planning Projects.

CEDD Sorte informed the Commissioners about the Council of Governments and their services to the planning department and Planning Commission. Staff will keep everyone informed. Joe will be interim Supervisor.

Commissioner Journey clarified that the easement issue gets into the Code Updates for John Morgan.

Joe Graybill gave an update on Sankey Park restrooms.

Sorte reminded the Commissioners of the Sweetheart Run coming up.

7. Adjournment 7:43PM

DRAFT



CITY OF SWEET HOME PARK AND TREE COMMITTEE MINUTES

February 20, 2019; 8:30 a.m.
City Hall Annex, 1140 12th Avenue
Sweet Home, OR 97386

Call to Order

Roll Call of Park and Tree Committee Members:

Committee: Lance (Wally) Shreves, Chairperson; Alice Smith, Vice-Chair; Nancy Patton, Debra Sue Northern, Council Representative Dave Trask
Lena Tucker, Vice-Chair (excused absence); Bob Dalton (excused absence)

Staff: Angela Clegg, Kevin Makinson, Dominic Valloni, Greg Springman

Approval of Minutes – December 19, 2018

Nancy Patton moved to approve the minutes
Alice Smith seconded the motion

Question Called:

Aye: 5

Nay: 0

Absent: 2

Time Reports

None

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.

None

Oregon Parks and Recreation Department Grant

The Park and Tree Grant Sub-Committee worked on the priorities and procedures to present to the City Council through an RCA (Attached).

The RCA, provided in the packet, was approved by City Council at their meeting on February 12, 2019. Now that the RCA has been approved, the Park and Tree Committee will need to start soliciting for donations. Angela will have the flyers and donations prepared by Monday, February 18th. Angela will email them out to everyone and will print some to pick up if anyone wants copies.

Committee recommended proving maps to show the community. Angela will work with Joe Graybill to get maps completed and out to the committee.

Arbor Day Celebration

Lena provided an email with information and history of the Arbor Day celebration which is also part of the City's Tree City USA qualifications. Alice Smith gave a brief background and proposed doing a community celebration instead of the poster contest. The South Santiam

Youth Watershed Council received a Grant for an Earth Day activity and would like to combine their Earth Day activity with the Arbor Day Celebration.

City Recreation Program Review and Recommendation

Wally gave his information to Lagea and she will be putting together an informational brochure.

Public Works and CEDD Staff Updates

- New Sankey Park Bathrooms

Were installed and hooked up the day before the Sweetheart Run. The committee is encouraged to visit the park and check them out.

- Sweetheart Run

The snow held off. We had 5 City Employees working the event, and dozens of volunteers recruited by the Rotary Club. There was a total of 127 individuals registered, and 104 that showed up on the days of the race. The Point provided soup, chili and cornbread after the race. Eclectic Edge did all the announcing and provided the timed tracking. Overall the event went well.

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

Counselor Trask wants to have a meeting in March so that the committee can discuss the budget.

Other Topics needing to be discussed in March are the Grant and the Arbor Day celebration. Committee voted to have a meeting in March.

Adjournment 10:00 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 programing 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 preform 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)