



CITY OF SWEET HOME CITY COUNCIL AGENDA

January 10, 2023, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WiFi Passcode: guestwifi

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

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.

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 971-203-2871, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: 321 716 901#

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

I. Call to Order and Pledge of Allegiance

- a) [Swearing in of New Councilors - Oath of Office](#)
- b) Nominations and Vote for City of Sweet Home Mayor
- c) Nominations and Vote for City of Sweet Home Pro Tem

II. Roll Call

III. Consent Agenda:

- a) [Request for Council Action - Municipal Court Judge Contract](#)
- b) [Request for Council Action – Contract for Services – Finance Director Pro Tem](#)
- c) [Request for Council Action – Contract for Services – Merina and Company](#)
- a) Approval of Minutes:
 - i) [2022-12-13 City Council Minutes](#)

IV. Recognition of Visitors and Hearing of Petitions:

V. Old Business:

VI. New Business:

- a) [Request for Council Action - Safe Routes to School Hwy 228/2nd Avenue Pedestrian Crossing](#)

VII. Ordinance Bills

- a) Request for Council Action and First 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.

- i) [Request for Council Action - Ordinance No. 1 for 2023 - Ordinance No. _____ - Parking Zone Amendment Ordinance](#)
- ii) [Request for Council Action - Ordinance No. 2 for 2023 - Ordinance No. _____ - Vehicle Camping Ordinance](#)
- iii) [Request for Council Action - Ordinance No. 3 for 2023 - Ordinance No. _____ - RV Parking Ordinance Amendment](#)

- b) Second Reading of Ordinance Bills
- c) Third Reading of Ordinance Bills (Roll Call Vote Required)

VIII. Reports of Committees:

Ad Hoc Committee on Health

Administrative and Finance/Property

- i) [2022-12-13 Administrative, Finance and Property Committee Minutes](#)

Area Commission on Transportation

Chamber of Commerce

Charter Review Committee

Council of Governments

Legislative Committee

Library Advisory Board

Park and Tree Committee

Solid Waste Advisory Council

Youth Advisory Council

IX. Reports of City Officials:

Mayor's Report

City Manager's Report

X. Department Director's Reports (1st meeting of the Month)

Library Services Director

- i) [Library Director Report December 2022](#)

Community and Economic Development Director

- i) [CEDD Monthly Report December 2022](#)

Public Works Director

- i) [Public Works Monthly Report December 2022](#)
- ii) [Monthly Report - Mahler Water Reclamation Facility](#)

X. Department Director's Reports (2nd meeting of the Month)

Finance Director

- i) [Finance FY 22 End of the Year Summary Report](#)

Police Chief

City Attorney

XI. Council Business for Good of the Order

XII. Adjournment

CITY OF SWEET HOME
LINN COUNTY, OREGON

I, _____, do solemnly swear that I will support the constitution and the laws of the United States, and of the State of Oregon, the Charter and Ordinances of the City of Sweet Home, and the Council Code of Conduct and, to the best of my ability, I will faithfully discharge the duties of Councilor and will faithfully perform the duties of the office of said City during the period for which I was elected.

Signature

Subscribed and acknowledged before me this ____ day of _____.

City Recorder of Sweet Home, Oregon

STATE OF OREGON
CITY OF SWEET HOME

CERTIFICATE OF ELECTION

I hereby certify that at the General Election held in Linn
County on the 8th day of November, 2022, that
DYLAN RICHARDS was duly elected

CITY OF SWEET HOME, CITY COUNCILOR

For a term of 4 years.

Witness my hand and City seal this 10th day of January 2023.

Kelcey Young, City Manager, City Elections Officer

STATE OF OREGON
CITY OF SWEET HOME

CERTIFICATE OF ELECTION

I hereby certify that at the General Election held in Linn
County on the 8th day of November, 2022, that
SUSAN COLEMAN was duly elected

CITY OF SWEET HOME, CITY COUNCILOR

For a term of 4 years.

Witness my hand and City seal this 10th day of January 2023.

Kelcey Young, City Manager, City Elections Officer

STATE OF OREGON
CITY OF SWEET HOME

CERTIFICATE OF ELECTION

I hereby certify that at the General Election held in Linn
County on the 8th day of November, 2022, that
JOSH THORSTAD was duly elected

CITY OF SWEET HOME, CITY COUNCILOR

For a term of 4 years.

Witness my hand and City seal this 10th day of January 2023.

Kelcey Young, City Manager, City Elections Officer

STATE OF OREGON
CITY OF SWEET HOME

CERTIFICATE OF ELECTION

I hereby certify that at the General Election held in Linn
County on the 8th day of November, 2022, that
Greg Mahler was duly elected

CITY OF SWEET HOME, CITY COUNCILOR

For a term of 2 years.

Witness my hand and City seal this 10th day of January 2023.

Kelcey Young, City Manager, City Elections Officer

REQUEST FOR COUNCIL ACTION

Title: Judge Employment Contract

Preferred Agenda: January 10, 2023

Submitted By: Robert Snyder, City Attorney

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution___ Motion___ Roll Call___ Other_x__

Relevant Code/Policy: SHMC Charter Chapter VI Section 21

Towards Council Goal: Goal 2 (1) Update and streamline processes.
Vision Statement II WE ASPIRE to have an effective and efficient local government.

Attachments: Proposed City of Sweet Home Employment Agreement

PURPOSE FOR THIS RCA:

Presentation of the Municipal Court Judge's employment contract to the Sweet Home City Council.

BACKGROUND/CONTEXT:

The Municipal Court Judge, Larry Blake, has been employed by the City of Sweet Home since 2006. The proposed contract is the same as the last contract approved by the City Council with the same compensation amount. The Judge, Larry Blake, is in agreement with the proposed contract.

THE CHALLENGE/PROBLEM:

Should the City of Sweet Home and the Sweet Home Municipal Court Judge, Larry Blake, enter into the proposed contract setting forth the terms of his employment?

STAKEHOLDERS

Staff- for a continuing function of the Municipal Court.

City Council - for a just and stable Municipal Court.

Citizens of Sweet Home - for effective and efficient local government.

ISSUES & FINANCIAL IMPACTS:

The financial terms of the proposed contract do not change from the current contract terms for compensation.

ELEMENTS OF A STABLE SOLUTION:

City Council review of the proposed employment contract for Larry Blake, Municipal Court Judge.

OPTIONS:

1. Option #1- Motion to approve the proposed contract.
2. Option #2- Motion to amend the proposed contract.
3. Option #3- Motion to reject the proposed contract.

RECOMMENDATION:

Option 1 is the recommended option: To move by motion that the proposed employment contract between the City of Sweet Home and Larry Blake, Municipal Court Judge be approved and authorize the Mayor to sign the contract for the City of Sweet Home.

City of Sweet Home Employment Agreement

This Agreement, made and entered into this 10th day of January 2023 by and between the City of Sweet Home, Oregon, a municipal corporation, (hereinafter called "City") and Larry J. Blake Jr., (hereinafter called "Employee"), both of whom agree as follows:

Section 1: Term

- A. The term of this Agreement shall commence on -January 11, 2023 and end on January 31, 2025.
- B. The Employee shall serve at the pleasure of the City Council. No rights, responsibilities, or compensation shall extend beyond the term of this agreement unless extended by addendum to this agreement.

Section 2: Employment, Duties, and Authority

The City agrees to employ Employee as Municipal Court Judge to perform the functions and duties of that position. The authority of Employee, consistent with State law, City Charter or Ordinance, shall include, but not be limited to the following:

- Preside over arraignments, trials, and hearings for the following case types: criminal cases, violations, towing hearings, parking citations and administrative appeals, and appeals to the Court as set forth in City Charter, Ordinance or State Law;
- Oversee the Municipal Court judicial function;
- Update court orders and rules as needed;
- Provide an annual report to City Council;
- Research and additional projects as agreed to by the Municipal Court Judge and Finance Director;
- Make himself available as a speaker at Sweet Home schools or other community forums to discuss issues of mutual interest to the Court and citizens of Sweet Home and
- Abide by the position description which is attached to this document and hereby made a part of this agreement.

Section 3: Compensation

- A. Effective January 11, 2023 through January 31, 2025, the City agrees to pay the Employee a monthly salary of \$4,285.42
- B. All pay shall be in installments at the same time and in the same manner that the other employees of the City are paid.
- C. At any time during this agreement, if the court's caseload changes significantly, and results in a substantial change in the Employee's hours, both parties agree to negotiate an appropriate adjustment in the Employee's compensation.

Section 4: Hours of Work

The hours in which court are held is set by Order. If court will be held outside of the pre-determined hours it will be with the consent of the Employee or a pro tem judge will be assigned. The City and Employee recognize the Employee will be working hours, outside of those indicated in the Order, on administrative functions and special projects.

Section 5: Performance Evaluation

The City Council may conduct performance evaluations of the Employee, as they deem appropriate.

Section 6: Professional License and Professional Development

- A. The Employee is required to maintain a current license with the Oregon State Bar and be a member in good standing. If Employee does not maintain his license or is not in good standing his employment may be terminated immediately with no further compensation due under this contract.
- B. The City encourages the professional growth and development of the Employee and encourages participation in seminars and conferences specifically related to his duties as Sweet Home Municipal Court Judge. The City agrees to pay for associated expenses to the extent that the expenses are reasonable and necessary, as determined by the City, subject to availability of funds and as approved in the City's annual budget.

Section 7: Termination

- A. This agreement may be terminated immediately by the City in the event the Employee is indicted (or its legal equivalent in that jurisdiction) for any illegal act, no longer meets the minimum requirements described in the position description; pleads guilty or no contest or is found guilty of a crime involving fraud, dishonesty, misuse of alcohol, misuse of narcotics or violent behavior; after appeal if any, becomes the subject of a stalking order or restraining order issued by a Court of competent jurisdiction; becomes a person who is required to register as a sex offender; commits an act involving moral turpitude; abandons the position as Sweet Home Municipal Court Judge or commits a serious act of misconduct in performance of the Judge's duties on behalf of the City whereupon the City will not be obligated to compensate Employee further under this agreement.
- B. Cause shall not be required for removal of the Municipal Court Judge. The Employee shall serve at the pleasure of the City Council.

Section 8: Resignation

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, subject only to the provisions set forth in this Agreement. In the event that the Employee voluntarily resigns his position with the City, the Employee shall provide a minimum of 60 days notice in order to resign in good standing with the City, unless the parties agree otherwise.

Section 9: Indemnification

To the full extent permitted by law, the Employer shall defend, save harmless and indemnify the Employee against any tort, administrative proceeding or action, or demand

or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the course and scope of the Employee's duties as Municipal Court Judge unless the act or omission involved gross negligence or willful or wanton conduct under which circumstance the Employee shall be responsible for any and all damages, costs and fees caused by the misconduct or gross negligence himself. The Employee's actions within the course and scope of his employment shall be indemnified by the City until the statute of limitations has expired without regard to his continued employment with the City.

Legal representation, provided by the Employer for the Employee, shall extend until a final determination of the legal action including any appeals brought by Employer or other party. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this section, to be available.

The Employee recognizes that the Employer shall have the right to compromise or settle any claim, suit, proceeding or action.

Section 10: Other Employment

The Employee may accept other employment, including assignment as a judge to other courts, provided that such employment does not substantially interfere with his duties as Municipal Court Judge as set forth herein.

Section 11: Other Terms and Conditions of Employment

The City may fix such other terms and conditions of employment relating to the performance of the Employee, as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Sweet Home Charter, or any other law.

Section 12: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) CITY: City Manager
City of Sweet Home
3225 Main Street
Sweet Home, Oregon 97386
- (2) EMPLOYEE Larry J. Blake Jr.
1304 S.W. Bertha Blvd
Suite A
Portland, OR 97217

Alternatively, notice required pursuant to this Agreement may be personally delivered.

Section 13: General Provisions

- A. Integration. This Agreement and attachments referenced herein, sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during

the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

- B. Binding Effect. This Agreement shall be binding on the City and the Employee.
- C. Effective Date. This Agreement shall become effective on January 11, 2023
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- E. Modification or Amendments. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by the Mayor and the Employee.
- F. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' rights to enforce the provision or provisions, nor shall any waiver of any breach of any provision or provisions be a waiver of any succeeding breach of the provision itself or any other provision.
- G. The Employee and City acknowledge that there is no retirement, paid leave, or additional employment benefits beyond those specified in this agreement that will be afforded to the Employee.

Mayor

Larry J. Blake Jr.

Date

Date

MUNICIPAL COURT JUDGE

DUTIES AND RESPONSIBILITIES

Presides as a magistrate over all judicial and administrative functions of the Sweet Home Municipal Court and gives general direction to court staff with the help of the City Finance Director.

The Municipal Judge is appointed by the City Council and is guided by the City Charter, City ordinances, applicable State statutes as they exist, and by the procedures and limits imposed by them. The majority of the activity of the Municipal Judge is concerned with meeting persons in the courtroom. He/She confers with other persons on complaints, problems, requests and suggestions; meets with attorneys representing clients who are before him/her in Municipal Court; establishes policies and instructs the clerical staff on matters relating to the Court. His/her opinions require superior judgment and conclusions of extreme care.

EXAMPLES OF DUTIES AND RESPONSIBILITIES

1. Presides over all Municipal Court cases. Deliberates on and decides cases tried before the Court without a jury and conducts legal research in connection therewith. Prepares and gives instructions to the jury on the applicable law in jury trials.
2. Establishes policies regarding the bail schedule, manner of keeping Municipal Court records, cases that may be processed by the bail clerk for individuals who do not desire formal court appearance; issues warrants when required.
3. With the help of court staff and the City Finance Director, prepares Municipal Court budget.

MINIMUM QUALIFICATIONS

1. Member in good standing of Oregon State Bar Association.
2. Thorough knowledge of law and general legal principles and practices.
3. Thorough knowledge of local ordinances and State laws, particularly as relating to traffic regulations, liquor violations, and misdemeanors.
4. Thorough knowledge of judicial procedures, rules of evidence, and of jurisdiction of various types of courts.
5. Ability to analyze and appraise the facts and evidence presented before the Court and make judicial decisions. Ability to maintain judicial impartiality in hearing cases.
6. Ability to establish and maintain effective and efficient working relationships with other employees and the general public.



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Contract for Services – Finance Director Pro Tem

Preferred Agenda: January 4, 2023

Submitted By: Julie Fisher, Administrative Services Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion x Roll Call ____ Other ____

Relevant Code/Policy: City of Sweet Home Financial Policy

Towards Council Goal: Goal 2.1: Update & Streamline Process
Goal 2.5: Continue to Implement Best Financial Practices

Attachments: Contract for Services

Purpose of this RCA:

To review a contract between the City of Sweet Home and Matt Brown Consulting for Finance Services.

Background/Context:

Following the resignation of the Finance Director Brandon Neish, City Manager Pro Tem Wurster determined that the City will need some financial administration assistance until a Finance Director can be hired. Council authorized the City Manager to execute a contract with Matt Brown Consulting in July 2022 with an expiration of December 31, 2022. The City is still in need of consulting until the Finance Director position is filled. Council authorization is needed to approve the new contract for services as outlined in the scope of work.

The Challenge/Problem:

Should the City of Sweet Home enter into a contract with Matt Brown Consulting for Finance Services?

Stakeholders:

- City of Sweet Home Staff – entering into a contract with Matt Brown Consulting ensures a successful continuation of operations in our Finance Department until a Finance Director can be hired.
- City of Sweet Home Council- Council is more effective and efficient with clear, updated, best practices for policy as recommended.
- Sweet Home Residents – Residents and taxpayers benefit when policies lead to effective operations and practices.

Issues and Financial Impacts:

- The services will cost \$100 per hour (times are estimated above)
- Mileage/Hotel, if required/requested, at IRS Mileage Rate, reimbursed at cost of service

Elements of a Stable Solution:

Approval or disapproval of the contract.

Options:

1. Option #1 - Do Nothing.
2. Option #2 - Make a Motion to authorize staff to enter into a contract with Matt Brown Consulting for Finance Services.
3. Option #3 - Make a Motion Seek additional consultant to aid in the above scope of work.

Recommendation:

1. **Option #2: Make a Motion to authorize staff to enter into a contract with Matt Brown Consulting for Finance Services.**

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the City of Sweet Home, a municipality of the State of Oregon (the “city”) and Matt Brown Consulting (“Contractor”).

RECITALS

- A. The City is in need of personal services for financial administration assistance, and Contractor represents that it is qualified and prepared to provide such services.
- B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

Engagement

The City hereby engages Contractor to provide services (“Services”) related to financial administration, and Contractor accepts such engagement. The principal contact for Contractor shall be Matt Brown, phone 503-705-1041, email mattbrown@mattbrownconsulting.com.

Scope of Work

The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

Term

Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on 12/31/2023. The city reserves the exclusive right to extend the contract for a period of two (2) additional years. Contractor will be given at least two (2) months’ notice if city intends not to renew contract. Such extensions shall be in writing with terms acceptable to both parties.

Compensation

The terms of compensation for the initial term shall be as provided in Attachment A.

Payment

The city agrees to pay contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the city as and for compensation for the faithful performance of the Services, the fees outlined in Attachment A. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses, and reproduction of documents or reports.

Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide monthly billings to the city. Following approval by the city manager, billings shall be paid in full within thirty (30) days of receipt thereof. The city shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute. The city may suspend or withhold payments if contractor fails to comply with any requirement of this agreement.

Contractor is engaged by the city as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the city to employees.

Document Ownership

Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the city under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to the city shall become the property of city who may use them without contractor’s further permission for any lawful purpose related to the project. Upon

execution of this agreement, contractor grants to city an irrevocable, nonexclusive license to use contractor's work products created through its services for the project. The license granted under this section permits city to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of contractor's work product for purposes unrelated to the project shall be at city's sole risk and without liability to contractor.

Notices

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

CITY: City Manager
 3225 Main Street
 Sweet Home, OR 97386

CONTRACTOR: Matt Brown
 464 Alexander Loop, Apt 5107
 Eugene, OR 97401

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage prepaid.

Standard of Care

Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

Termination

City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

1. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.
2. If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
3. If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 9.2 of the Agreement.

Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section

9.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, because of the suspension.

In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) months written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

No Third-Party Rights

This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

Modification

Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

Waiver

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

Indemnification

For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

Contractor and the officers, employees, agents, and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

Governing Laws

This Agreement shall be governed by the laws of the State of Oregon.

Compliance with Law

Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement 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 Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her 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 Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor 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.

No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

Either:

1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday: or
2. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, 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.

All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal law.

Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

Confidentiality

Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

Public City

Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

Succession

This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

Assignment

This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter subcontracts for any part of the Services without the prior written consent of the City.

Mediation/Dispute Resolution

Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Benton County, Oregon, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be Benton County, Oregon. Venue for any litigation shall be the Circuit Court for Benton County.

Attorney Fees

If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

Records, Inspection and Audit by the City

Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

This Section is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

Force Majeure

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

Severance

If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

Insurance

Consultant shall, at its own expense, always during the term of this agreement, maintain in force a comprehensive professional liability policy with minimum coverage of at least \$1,000,000 combined single limit. City shall be named as an additional insured. Certificates of Insurance shall be provided to the City upon request.

IN WITNESS WHEREOF, the city has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

CITY:

CONTRACTOR:

Signature _____
Print _____
Title _____
Date _____

Signature _____
Print _____
Title _____
Date _____

ATTACHMENT A
Scope of Work & Compensation

Scope of Work

- Assist with accounting tasks and approval process for AP and Payroll Processing
- Complete Bank Reconciliations
 - Bank Recons will be reviewed and signed off by City Manager
- Complete half year financial reports for City Council
 - Scheduled for second council meeting in January (for Jul-Dec) and second council meeting in July (for Jan-Jun)
- Complete monthly budget reports to City Manager and Department Managers
 - Typically emailed out by the 10th of every month
- Complete yearly budget process
 - Create Financial Forecast for main funds (General Fund & Enterprise Funds)
 - Work with Department Managers on upcoming needs
 - Complete/update 5-year Capital Improvement Plan
 - Complete Proposed Budget for budget committee
 - Attend Budget Committee Meetings as necessary
 - Create Budget Presentation
 - Attend City Council adoption
- Assist with yearly audit
- Starting in July 2023 – Unless approved absence by City Manager and not needed, Matt Brown will hold office hours at Sweet Home City Hall on City Council Regular Meeting days starting at 1 PM and attend City Council meetings as necessary.

Compensation

\$125 per hour

Mileage billed at IRS Mileage **Rate**



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Contract for Services – Merina and Company

Preferred Agenda: January 4, 2023

Submitted By: Julie Fisher, Administrative Services Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion x Roll Call ____ Other ____

Relevant Code/Policy: City of Sweet Home Financial Policy

Towards Council Goal: Goal 2.1: Update & Streamline Process
Goal 2.5: Continue to Implement Best Financial Practices

Attachments: Contract for Services

Purpose of this RCA:

To review a contract between the City of Sweet Home and Merina and Company for Finance Services.

Background/Context:

Council authorized the City Manager to execute a contract with Matt Brown Consulting in July 2022 as well as a contract with Merina and Company for services as outlined in the engagement letter to ensure that the City’s main operation account is reconciled for Fiscal Year 21-22 in preparation for the Audit. The City is requesting a continuation of the contract for work that requires specific expertise of Merina and Co.

The Challenge/Problem:

Should the City of Sweet Home enter into a contract with Merina and Company for Finance Services?

Stakeholders:

- City of Sweet Home Staff – entering into a contract with Merina and Company ensures a successful continuation of operations in our Finance Department until a Finance Director can be hired.
- City of Sweet Home Council- Council is more effective and efficient with clear, updated, best practices for policy as recommended.
- Sweet Home Residents – Residents and taxpayers benefit when policies lead to effective operations and practices.

Issues and Financial Impacts:

The cost of services will be based on time and materials as stated in the letter of engagement.

Elements of a Stable Solution:

Approval or disapproval of the contract.

Options:

1. Option #1 - Do Nothing.
2. Option #2 - Make a Motion to authorize staff to enter into a contract with Merina and Company for Finance Services.
3. Option #3 - Make a Motion Seek additional consultant to aid in the bank reconciliations.

Recommendation:

1. **Option #2: Make a Motion to authorize staff to enter into a contract with Merina and Company for Finance Services.**

December 21, 2022

Ms. Kelcey Young
City Manager
City of Sweet Home Oregon
3225 Main Street
Sweet Home, OR 97386

We are pleased to confirm our understanding of the services we are to provide for the City of Sweet Home (the City). This letter will serve as the formal arrangement letter for the services you have requested our firm to perform and the terms for the engagement. We encourage you to read this letter carefully as it includes important information regarding the services to be performed. If there are any questions on the content of the letter, or the services we will be providing, we welcome the opportunity to meet with you to discuss this information.

Services to Be Performed

At your request and under your direction, we will perform reconciliations of the City's main operating account for October through June of the fiscal year ended June 30, 2022.

City's Responsibilities for This Engagement

As a client of Merina+Co (MCO), the City assumes the following responsibilities in connection with our provision of the services identified above:

1. Designation of an individual who possesses suitable skills, knowledge, and/or experience to oversee the services. That individual is identified as _____ (name and title).
2. Evaluate the adequacy and results of the services provided.
3. Acceptance and responsibility for the results of services.
4. Acceptance of responsibility for designing, implementing, and maintaining internal controls related to the services performed.

MCO's Responsibilities for This Engagement

We will perform the identified services in accordance with the applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. We may advise you on certain matters related to the services provided, but you must make all management decisions regarding those matters.

Fees/Withdrawal

As discussed, we will perform nine months of reconciliations from October 2021 through June 2022 for \$45,000. We anticipate all this work can be done remotely.

You agree that if you fail to pay for services rendered for this engagement, we either may discontinue performing services for you until all outstanding balances are paid and/or may withdraw from the engagement ten (10) days after the mailing of written notice to you at the same address to which invoices are sent. You recognize that any discontinuance of work or withdrawal by us could seriously harm your interests, but nevertheless specifically give your consent to do so and to any court of law, arbitrator, or other form to allow us to withdraw if we choose to withdraw from this engagement for any reason at our sole discretion.

Mediation/Arbitration

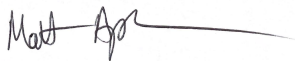
If any dispute arises amongst the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Cost of any mediation proceeding shall be shared equally by all parties.

The City and MCO both agree that any dispute over fees charged by MCO to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by MCO, each of us is giving up the right to have the dispute decide in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Conclusion

This letter sets forth the entire agreement relating to our consulting services. This letter supersedes any prior agreements, discussions, or undertakings. No amendment or modification of this agreement shall be valid unless in writing, signed by both parties to this agreement.

Sincerely,



Matt Apken, CPA
Managing Consultant

Merina+Co

The above letter confirms our understanding of the services to be performed and limitations of those services.

City of Sweet Home, Oregon

December 21, 2022

Page 3

City of Sweet Home, Oregon

Printed Name: _____

Title: _____

Signature: _____



CITY OF SWEET HOME CITY COUNCIL MINUTES

December 13, 2022, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

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.

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 971-203-2871 and enter the meeting ID to be logged in to the call. Meeting ID: 321 716 901#

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM.

Roll Call

Councilor Diane Gerson
Councilor Lisa Gourley
Councilor Dylan Richards
Councilor Dave Trask
Councilor Susan Coleman
Councilor Angelita Sanchez
Mayor Greg Mahler

YAC Rep Tea Herrera

STAFF

City Manager Kelcey Young
Community and Economic Development Director Blair Larsen
Interim Finance Director Matt Brown
Administrative Services Manager Julie Fisher
City Attorney Robert Snyder
Library Services Director Megan Dazey
Public Works Director Greg Springman
Police Chief Jason Ogden

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.

Consent Agenda:

The Request for Council Action - Committee Appointments was moved from the Consent Agenda to new business.

Motion to approve the Consent Agenda made by Councilor Trask, Seconded by Councilor Gourley.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

- a) Request for Council Action – Updated Salary Schedule

Approval of Minutes:

- a) 2022-11-08 City Council Minutes

Recognition of Visitors and Hearing of Petitions:

- a) Presentation - Boys and Girls Club of the Greater Santiam - Tyler Reese

- b) Presentation - Sweet Home Police Department K9 Update - Officer Prather
Officer Brian Prather presented the Council with an update on the Sweet Home Police Department K9 Program following the retirement of Sweet Home's K9. Officer Prather has been working to continue the K9 program and provided the Council with statistics on why the program is successful and a good program for Sweet Home. Sweet Home PD is expected to obtain a fully trained dog early first quarter of 2023. The Council was in full support of the program and felt K9s provide additional safety and support for officers.

Old Business:

- a) Information Only - Pleasant Valley Bridge Water Main Repair
Public Works Director Greg Springman gave the Council an update on repairs that had been completed when main water lines failed inside the Pleasant Valley bridge. Emergency repairs were completed quickly and under budget.

- b) Request for Council Action - Amendment to ODOT US 20/OR 228 ADA Ramp IGA
Community and Economic Development Director Blair Larsen stated that thanks to efforts by Councilor Sanchez and Legislators, the City was granted \$500,000 in additional funding from ODOT for a pedestrian crossing at 22nd Avenue and Main Street. The funding was added to the ODOT Ramp Project which requires an amendment to the IGA. Brennan Burbank with ODOT was online with any questions for the Council.

Motion made to approve the Amendment to the ODOT Ramp Project IGA by President Pro Tem Gerson, Seconded by Councilor Gourley.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

New Business:

- a) Proclamations - Certification of Election Results

Mayor Mahler read the proclamations regarding the outcome of the election certifying the results of Measure 22-199 titled City of Sweet Home Prohibit Psilocybin Businesses and the petitions to fill vacancies on the City Council.

b) Request for Council Action - New Bandstand for Sankey Park

Park and Tree Board member Wally Shreeves introduced committee members Lena Tucker, Nancy Patton, Deborah Northern, and Bob Dalton who were all attending. The Park and Tree Board are looking to replace the Sankey Park Bandstand which was removed from the park after damage from a tree fall. The repairs were more than cost of replacement. The Park and Tree committee researched options to replace the bandstand. After talking to the Oregon Jamboree to confirm a 40'x26' stage would meet needs for most events, a replacement building was found. The proposed design is open and works well with the master plan for Sankey Park. The building would be constructed off site and stained, then disassembled and moved to the park to be reconstructed. Councilor Sanchez requested the committee remember to keep elements of the historical bandstand in the design. Wally stated that this was just a "big picture" design, but when the final design is determined, parts of the old bandstand were salvaged to create a similar appearance.

The committee wants to begin seeking grants and donations to cover the cost. They asked for Council approval to move forward with seeking funding options since there is no current budget for it.

Motion made to move forward with seeking grant funding and donations for a replacement bandstand in Sankey Park by Councilor Gourley, Seconded by Councilor Coleman.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

c) Request for Council Action - Pacific Power Oregon Clean Fuels Electric Mobility Grant Application

Community and Economic Development Director Blair Larsen introduced the application for the Pacific Power Oregon Clean Fuels Electric Mobility Grant. CEDD Larsen applied and his application was accepted for \$200,000 in grant funding towards the project. CEDD Larsen stated the project would turn 10th Avenue into a one way street, providing 18 additional 90 degree parking spaces for downtown. In addition, two of those parking spaces would be DC Fast charging stations, which can charge an electric car in about 45 minutes. The benefit of having these charging stations available to tourist, would allow a full charge before travelers head over the pass east. It is assumed those tourist would eat and shop during the charging time. In addition, Sweet Home would be on the map of DC Fast charging locations. The grant would pay for the entire project and does not require a match. If the project is bid and over the grant funds, staff will revise the project to meet the funding, which may mean installing only one charging station and running conduits and utilities for the second. The charging stations would be owned by the City, but managed and serviced by a contracted vendor. Any cost over the contractors service fees, if any, will be additional income to the City.

Motion made to accept the Pacific Power Oregon Clean Fuels Electric Mobility Grant by Councilor Gourley, Seconded by Councilor Richards.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

d) Request for Council Action - Proposed Vacation of Redwood Street

Mr. WG (Bill) Ruby presented a request to the Council to allow for a vacation of Redwood Street. Mr. Ruby presented Council with photos and a map that shows three lots, with Redwood running thru one lot. The development of Redwood Street would make it difficult to develop the third lot. Access to the properties is granted thru a recorded access easement from the railroad. City staff has stated Redwood Street will never be

developed. There are no City services to the area, and all current homes are on wells and septic.

Motion made to refer the Redwood Vacation to the Planning Commission by Councilor Gourley, Seconded by Councilor Coleman.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

e) Request for Council Action - Water Treatment Plant Raw Water Valve Replacement

Public Works Director presented the request to accept the proposal for the Water Treatment Plant Raw Water Valve Replacement. The Engineer of Record was the low bid with \$17,000 for the cost of the valve and \$112,000 in labor. The City has a \$20,000 retainer if needed. The valve is in sever need of replacement and will improve the efficiency of the plant.

Motion made to accept the proposal and authorize the replacement of the Water Treatment Plant Raw Water Valve by Councilor Gourley, Seconded by Councilor Trask.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

f) Request for Council Action – Appointment to Boards and Committees

The Council considered the recommendation of the Administrative, Finance, and Property Committee for appointments to the Park and Tree Committee and the Planning Commission.

Motion to appoint Lena Tucker and Nancy Patton to the Park and Tree Committee and Jeff Parker, Henry Wolthuis, Laura Wood and Todd Branson to the Planning Commission for four year terms made by Councilor Trask, Seconded by Councilor Gourley.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

g) Request for Council Action - Mahler WRF Electrical Equipment Procurement

This item was pulled from the Agenda by staff.

h) Request for Council Action – OpenGov Procurement Software

This item was pulled from the Agenda by staff.

Ordinance Bills

None

Reports of Committees:

Ad Hoc Committee on Health

Councilor Gourley reported the Committee will be working on outreach efforts. Councilor Sanchez reported a soft open for the Family Assistance Resource Center (FAC) for December 15th.

Administrative and Finance/Property

a) 2022-12-06 Administration, Finance and Property Committee Minutes

Library Advisory Board

Councilor Coleman stated we have an outstanding Library Service Director who has been making excellent community connections.

Reports of City Officials:

Mayor's Report

Mayor Greg Mahler reported the Parade of Lights parade was excellent and well attended. Mayor Mahler reported on the Long Road, veterans who are walking the entire length of Hwy 20 to raise awareness for MIAs. Mayor Mahler, Councilor Coleman, Councilor Trask, and City Manager Young met the walkers as they came into the City. They were presented with challenge coins from the SHPD and gifts from Mayor Mahler.

There was a presentation for Councilor Diane Gerson whose term is ending. Councilor Gerson was presented with a plaque and flowers and thanked for her service to the community as a City Councilor.

City Manager's Report

City Manager Kelcey Young reported vacancies on the Budget Committee.

She announced the Parade of Lights was beautiful and commended staff, especially Public Works and the Police Department.

CM Young also reported on the Long Road and appreciated the community response, including the flag over Hwy 20.

CM Young announced open office hours for community members to visit with her and discuss any issues or concerns. Her office hours for the community are Thursdays, 1:00pm until 2:30pm, and no appointment is needed.

A mid year financial report will be presented in January along with a Supplemental Budget. A request for procurement software was pulled by staff as more information is gathered. The request will return in January with recommended policy and procedures to adopt.

The Family Assistance Resource Center (FAC) is scheduled for a soft open on December 15th. The areas around old City Hall should be cleaned by January 3rd.

A City Council training will be scheduled for February.

City Manager Young wished everyone a Happy Holiday - Happy Hanukkah - and Merry Christmas.

Department Director's Reports (1st meeting of the Month)

Library Services Director

- a) Library Monthly Report November 2022

Community and Economic Development Director

- a) Community & Economic Development Department Monthly Report for November, 2022

Public Works Director

Public Works Director Greg Springman reported the first full month without any averages violations. He commended and thanked Utility Supervisor Steven Haney.

- a) Public Works Monthly Report November 2022
- b) Mahler WRF Monthly Report November 2022

Finance Director

Interim Finance Director Matt Brown gave an update on the financials. Interim Director Brown stated he is working to simplify changes to the budget structure to make it easier for Council and the community. FD Brown stated the audit for FY 22 in beginning and information is being gathered for the auditors. Financials should be submitted to the State by early 2023.

Police Chief

Police Chief Jason Ogden announced that the department has a 78% clearance rate for person crimes for October and November and conducted 250 traffic stops. Chief Ogden reported an armed robbery that occurred, with an arrest within 18 hours. Chief Ogden commended his team.

a) Police Department Monthly Report October & November 2022

City Attorney

No Report

Council Business for Good of the Order

Councilor Sanchez wished everyone a good holiday season.

Adjournment

The meeting adjourned at 8:08 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Safe Routes to School Hwy 228/2nd Avenue Pedestrian Crossing

Preferred Agenda: January 10, 2023

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: N/A

Towards Council Goal: Aspiration I: Desirable Community; Aspiration III: Viable and Sustainable Infrastructure; Goal 3.2: Community Safety

Attachments: Holley Rd/2nd Ave SRTS Engineering Contract
SRTS Hwy 228 Grant Agreement
SRTS Hwy 228 RRFB Project Map
SRTS Hwy 228 RRFB Grant Application
SRTS Hwy 228 Cost Estimate

Purpose of this RCA:

The purpose of this RCA is to request approval of an engineering contract for the Safe Routes to School Hwy 228/2nd Avenue Pedestrian Crossing.

Background/Context:

In late 2020 the City applied for and received a Safe Routes to School (SRTS) grant for the construction of a pedestrian crossing with rectangular rapid flashing beacons (RRFB) at the intersection of Highway 228 and 2nd Avenue. Soon after the City received grant approval, ODOT began their ADA ramp project that is still ongoing throughout the City. Since the concrete work for this project would be completed as part of the ADA ramp project, Staff decided to wait until construction of the new ramps at this intersection was completed before proceeding with the SRTS project.

Construction of new ADA ramps at the intersection of Highway 228 and 2nd Avenue has been completed, and Staff is now proceeding with the project. Utilizing the City's engineer-of-record procurement, Staff have arranged for Civil West to complete the engineering for the RRFB portion of the project. After Civil West completes engineering work, Staff will issue an RFP for the procurement and installation of the equipment.

This project is funded 80% by ODOT and 20% by the City. Funding is available in the City's PATH Fund, however this project has not been officially budgeted, and Council approval of the contract is necessary. This project will also be included in a future supplemental budget for the current fiscal year.

The Challenge/Problem:

How does the City meet improve safety for pedestrians, especially children walking to school?

Stakeholders:

- Sweet Home Residents – Residents, especially young children, need safe ways across busy roads.
- Sweet Home City Council – The City Council is responsible for ensuring that City rights-of-way contain the infrastructure improvements needed to meet the needs of residents, businesses, and visitors.
- ODOT – ODOT issues Safe Routes to Schools grants to cities to fund pedestrian improvements that will ensure safe travel of children to and from school.

Issues and Financial Impacts:

The original application proposed a budget of nearly \$118,000 for this project, however a significant portion of the work has already been completed by ODOT, leaving only the RRFBs. With inflation and supply chain constraints, Staff believe that the remaining project could still amount to nearly \$100,000, 80% of which would be funded by the grant. ODOT also has additional funds that may be tapped to cover the remaining 20% match. This leaves a financial impact to the City of possibly \$0, or up to \$20,000. The current balance of the PATH Fund, which is intended to only pay for pedestrian improvements, is \$968,000.

Elements of a Stable Solution:

A stable solution includes approving a contract for engineering services for this project.

Options:

1. Do Nothing – If the Council chooses to do nothing, then no agreement for engineering services would be made for this project, and the pedestrian crossing would not be constructed.
2. Authorize the City Manager to sign the attached Consultant Services Contract with Civil West – Once the agreement is fully executed, Civil West can begin engineering work on the project, which will then allow staff to issue a request for proposals for procurement and installation of the RRFBs.
3. Direct Staff to research other ways to accomplish the same goals.

Recommendation:

Staff recommends option 2: Authorize the City Manager to sign the attached Consultant Services Contract with Civil West.

CONSULTANT SERVICES AGREEMENT FOR A LIMITED SCOPE PROJECT

City of Sweet Home ("Owner") and
Civil West Engineer Services, Inc. ("Consultant") agree as follows:

1. **Project.**
Project Name: 2nd Avenue RRFB ("Project")
Project Address: East corners of intersection of 2nd Avenue and
Holley Road
agreed-upon additional compensation for
performance of those services.
2. **Services.** Consultant agrees to provide all labor, materials
equipment, and tools necessary to perform services described in
Attachment "A", Services (hereinafter "Services").
3. **Compensation.**
 - a. Owner will pay Consultant for performance of Services
based on a time and materials monthly billing of work
completed. An estimated cost is provided below but this is
an estimate only all work will be billed on a time and
material basis in alignment with the scope of services, see
Attachment "A" and the current rate table, see Attachment
"B". The estimated budget is \$11,193, payable upon
receipt of invoice. Additional services, if any, outside of
the scope of service, Attachment "A", will be invoiced on a
time and material basis, based on the hourly rates or in
the amounts described in Attachment "B".
 - b. Compensation includes all labor, materials, equipment,
tools, costs, expenses, and services of Consultant and its
sub-consultants necessary to perform the Services.
Consultant will submit monthly payment requests to
Owner together with sufficient back-up information to
support requests. Owner will pay Consultant within thirty
(30) days from receipt of invoice date, subject to any
adjustments.
 - c. Reimbursable Expense.

Owner will reimburse Consultant for the following direct
reimbursable expenses in addition to compensation under
Section 3.a.:
 - 1) The actual cost of printing documents for Owner
review, permits, bidding, construction and record
drawings.
 - 3) The actual cost for travel expenses, if required.All other expenses relating to Consultant's performance of
services are included in the amount paid to Consultant
under Section 3.a.
 - c. Additional Services.
 - 1) Additional Services shall include all services not
included in Basic Services.
 - 2) Prior to commencing any Additional Services,
Consultant will:
 - a) Submit to Owner a written proposal describing
the Additional Services and any additional fee,
including reimbursable costs, that Consultant will
charge for performance of those services based
upon the hourly rates set forth in Attachment "B",
and
 - b) Obtain from Owner written authorization to
perform the Additional Services setting forth the
- 3) Consultant expressly acknowledges that it will not
be entitled to any compensation for any Additional
Service unless it has complied with Section 3.d.2.
Moreover, Consultant will not be entitled to
compensation for Additional Services to the extent
that such Additional Services are necessary
because of any error or omission of Consultant or
its sub-consultants.
- e. Payment. Consultant will submit payment requests to
Owner once per month for services performed.
Consultant will promptly pay sub-consultants their
portion of fees and expenses that Owner has paid to
Consultant. Consultant will submit its payment request
on form approved by Owner.
4. **Schedule.** Consultant will prepare and present deliverables
for review and approval as described in Attachment "A".
Time is of the essence.
5. **Notice.** The parties hereby designate the following
addresses and numbers to be used for sending Written
Notice to the other party:

Owner:
City of Sweet Home
Blair Larsen
Community & Economic Development Director
3225 Main Street
Sweet Home, OR 97386

Consultant:
Civil West Engineering Services
Matt Wadlington, P.E.
PO Box 1589
Coos Bay, OR 97420
mwadlington@civilwest.net
6. **Work Restrictions.** Consultant will ensure that it and its
agents, employees, and sub-consultants:
 - a. Act ethically and legally in performing duties under this
Agreement; and
 - b. Do not use or consume alcohol or illegal drugs upon
Owner's Property or enter upon or perform any services
while under their influence; and
 - c. Wear appropriate clothing and safety protection, while
on the Project Site.
7. **Insurance.** Prior to performing any services, the Consultant
shall obtain the following minimum insurance coverage,
which the Consultant shall maintain during the term of this
Agreement.
 - a. Workers' Compensation Insurance as required by
statute and Employers' Liability Insurance;
 - b. Commercial General Liability Insurance, or an
equivalent (including contractual liability coverage)
occurrence policy with limits of not less than One
Million Dollars (\$1,000,000.00) per occurrence (bodily
injury), One Million Dollars for property damage,

contractual, etc., and not less than Two Million Dollars (\$2,000,000.00) general aggregate. Consultant shall also provide a Two Million Dollars (\$2,000,000.00) umbrella liability coverage.

- c. Automobile Liability Insurance with at least Five Hundred Thousand Dollars (\$500,000.00) combined single limit coverage.
- d. Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000).

- 8. **Ownership and Confidentiality.** Owner will retain ownership and intellectual property rights in all materials provided by Owner to Consultant and to all work products of Consultant for services performed under this Agreement, such products and services of Consultant constituting works made for hire. Consultant will not reuse any portion of the materials provided by Owner or work products developed by Consultant for Owner pursuant to this Agreement or disclose any such materials to any third party without the prior written consent of Owner. Owner may withhold its consent in its absolute discretion.
- 9. **Independent Contractor Relationship.** Consultant is not an agent or employee of Owner but is an independent contractor.
- 10. **Indemnity and Hold Harmless.** Consultant will indemnify and hold Owner and Owner's representatives, employees, and agents harmless from and against any and all liability, demands, liens, causes of action, or claims, including the costs and expenses of defending the same (including attorney fees, expert and consultant fees, copy costs, and other expenses), to the extent arising out of Consultant's negligent performance of services or failure to perform hereunder, except to the extent that such liability arises out of the negligence of Owner, its representatives, agents, and employees. Consultant will further indemnify Owner from losses due to any injury to Owner's property caused by Consultant, its employees, and agents.
- 11. **Entire Agreement.** This Agreement contains the complete agreement between the parties relative to the Services as set forth herein.
- 12. **Assignment.** Consultant will not assign any rights or obligations under this Agreement without the prior written consent of Owner.
- 13. **Termination.** Owner may terminate this Agreement at any time for any reason on written notice to Consultant. In that event, Owner will pay Consultant a part of the Compensation hereunder in proportion to the services performed through the date of termination.

14. **Claims and Disputes.**


- a. In the event there is any dispute arising under this Agreement that cannot be resolved by agreement between the parties, the Owner will convene a dispute resolution conference within thirty (30) days in Linn County, Oregon. The dispute resolution conference will constitute settlement negotiations and any settlement proposal made pursuant to the conference will not be admissible as evidence of liability. In the event that the parties do not resolve their dispute pursuant to the dispute resolution conference, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first day of the dispute resolution conference.
- b. Pending final resolution of a dispute hereunder, Consultant will proceed diligently with the performance of its obligations under this Agreement.

15. **Applicable Laws and Regulations.** Consultant will ensure that itself, its agents, employees, and sub-consultants comply with all applicable laws and regulations.

16. **Governing Law.** The parties acknowledge that this Agreement is governed by laws of Linn County and the State of Oregon. To the maximum extent permitted by law, (i) this Agreement and all matters related to its creation and performance will be governed by and enforced in accordance with the laws of the State of Oregon, excluding conflicts of law rules, and (ii) all disputes arising from or related to this Agreement will be decided only in a state or federal court located in Oregon and not in any other court or state. Toward that end, the parties hereby consent to the jurisdiction of the state and federal courts located in Oregon and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.

17. **Enforcement.** Should either party commence litigation to enforce or rescind any provision of this Agreement, the prevailing party will be entitled to recover its attorney's fees and costs, including without limitation all copy costs and expert and consultant fees and expenses, in that action and on all appeals, from the other party.

18. **Effective Date.** The effective date of this Agreement is the date indicated by the Owner's signature.

Owner: City of Sweet Home ("Owner")	Consultant: Civil West Engineering Services, Inc.
By:	By: 
Authorized Representative	Authorized Representative
Name:	Name: Matt Wadlington
Title:	Title: Principal
Address:	Address: PO Box 1589 Coos Bay, OR 97420
Telephone No:	Telephone No: (541) 266-8601
Date:	Date: 12/20/2022



South Coast Office
486 E Street
Coos Bay, OR 97420

Willamette Valley Office
200 Ferry Street SW
Albany, OR 97321

Rogue Valley Office
830 O'Hare Parkway, Suite 102
Medford, OR 97504

North Coast Office
609 SW Hurbert Street
Newport, OR 97365

ENGINEERING SCOPE OF SERVICES

Date: November 16, 2022

To: Greg Springman, PWD, City of Sweet Home
Preston Van Meter, PE, West Yost Associates

From: Matt Wadlington, PE; Principal, Civil West Engineering Services, Inc.

RE: **City of Sweet Home 2nd Ave RRFB Crossing Improvements**
Civil West Project Number: TBD

The purpose of this engineering proposal is to describe the tasks that Civil West Engineering Services proposes to design a rapid flashing beacon (RRFB) to the intersection of 2nd Avenue and Holley Rd (HWY 228).

Project Overview

The City of Sweet Home is looking to install a pedestrian RRFB at the newly constructed crosswalk across Holley Road at the intersection of 2nd Avenue. The ramps were recently installed as part of an ODOT project along that section.

Part A: Scope of Work

Civil West and the City of Sweet Home have discussed this project and based on those discussions, we present the following tasks to facilitate these improvements. The following task descriptions describe the anticipated tasks, the associated deliverables, and assumptions made when estimating the level of effort required to complete the task.

Task 1 - Project Management and Administration

Under this task, we will provide the necessary project management and administrative services to conduct an orderly and well-managed project. This will include organizational issues, coordination, financial, and other administrative services.

Task 2 - Preliminary Engineering

The project team will develop a conceptual design for the crossing to share with ODOT. This is recommended to make sure there aren't any fatal flaws from their perspective and to negotiate any fine details of the design. It is anticipated that the drawings provided by the City will be very close to the final deliverable for this task.

Deliverables:

- Draft layout of proposed changes.

Assumptions:

- Drawings produced will not be stamped or of adequate detail for construction.
- The City will be responsible for coordination with ODOT.
- Includes one site visit
- Linework for existing improvements is available from ODOT.

Task 3 - Final Design.

Civil West Engineering will prepare a site plan and design/construction drawings in accordance with ODOT requirements. The design will include intersection elements, including:

- Installation of 2 solar powered RRFB pole units.

Task 4 – Procurement Support.

Civil West Engineering will assist the City with the procurement of the contractor to install the RRFBs. This would include providing language for a request for quotes and sent to a minimum of three contractors.

Assumptions:

- Estimated costs will be below \$50,000 for the construction, thus allowing for an informal request for quotes to satisfy public procurement requirements.
- Quotes will be accepted by email to the City.

Task 5 – Construction Phase Support

Civil West Engineering will provide construction phase support to address requests for information (RFIs) and to provide inspection services.

Assumptions:

- Estimated maximum of 3 RFIs.
- Assumes one pre-construction meeting with Contractor
- Includes one post construction site inspection to verify adherence to plans.

Task 6 – Reimbursables

This task will cover direct reimbursable expenses anticipated for the project. These include travel and per diem costs, lodging, reproduction and office expenses, and other reimbursable costs.

This engineering scope of services is limited to the tasks and areas discussed above. It is possible that additional services may be required as part of this project as the process moves forward. We can provide other services, as needed and upon request. Additional services that may be necessary and are excluded from this scope of services include:

- Funding agency coordination,
- As-Built document preparation after construction.

Part B: Fee Proposal

A summary of the engineering fee proposal is provided below:

Task No.	Task Description	Proposed Fee
1	Project Management & Administration	\$1,300.00
2	Preliminary Engineering	\$2,407.00
3	Final Design	\$3,300.00
4	Procurement Support	\$2,364.00
5	Construction Phase Support	\$1,022.00
6	Reimbursables	\$800.00
Total Proposed Project Budget		\$11,193.00

The above budget breakdown is based on the estimated hours to complete each task. We propose that the project will proceed on a time and materials basis with a non-to-exceed maximum for each authorized task. If additional support is required beyond these estimated budgets, we will coordinate with the Client on an amendment to the agreement.

Part C: Project Schedule

We are able to begin our assistance on this project immediately. Given the uncertainty of receiving review comments from ODOT, these times represent a schedule based on an assumed three-week turnaround.

- Task 1 (Project Management and Administration): Project duration
- Task 2 (Preliminary Engineering): 6 weeks
- Task 3 (Final Design): 2 months

We are grateful for this opportunity to provide these services to the City of Sweet Home and are pleased to be a part of your team. Please let us know if you have any questions or if you wish to see any alterations to our proposed approach. If this proposed scope of services is acceptable, please sign below and return a copy to our office for our records.

Sincerely,
Civil West Engineering Services, Inc.



Matt Wadlington, PE
Principal



ATTACHMENT "B"

Civil West Engineering Services, Inc. - 2023 Rate Schedule	
STAFF/ITEM	BILLING RATE
ENGINEERING	
Expert Witness	\$400
Principal Engineer	\$175
Regional Manager	\$170
Senior Project Manager	\$165
Senior Project Engineer	\$153
Senior Engineering Technician	\$128
Project Manager	\$160
Project Engineer	\$142
Staff Engineer	\$120
Engineering Technician	\$88
Drafter	\$77
Inspector 1	\$165
Inspector 2	\$144
Inspector 3	\$124
Engineering Intern	\$54
Clerical	\$54
Surveying	
Senior Surveyor (PLS)	\$160
Senior Survey Technician	\$128
Survey Technician	\$109
1-person Survey Crew	\$170
2-person Survey Crew	\$200
3-person Survey Crew	\$237
REIMBURSABLES	
Mileage	\$0.625 - or current IRS Rate
Survey Equipment	\$200/day
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%
Expert Witness Support Expenses	Cost
* Scoped Support Services Approved Travel Budgets Will be Developed and Approved by Client Using Standard Billing Rates.	

Attachment B
General Engineering Services Agreement
Hourly Unit Costs



Note- above rates expire on 12/31/20. All work started before that date shall utilize these rates. All new tasks or scopes of work developed after this date will utilize new rates, if they have been established.

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)
Project Name: Oak Heights Elementary - Highway 228 Rapid Flashing Beacon

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and City of Sweet Home, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: Recipient Requirements**
 - c. Exhibit C: Subagreement Insurance Requirements**
 - d. Exhibit D: Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$147,312. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$117,812 (the “Grant Funds”). In addition to the Grant Funds, and upon Recipient’s written request, ODOT shall provide Recipient \$29,462.40 in funds available to Recipient under ORS 366.514 (“Bike/Ped Funds”) for the portion of the Project on or along the state highway system. Recipient will be responsible for all Project costs not covered by the Grant Funds and Bike/Ped Funds.
- 4. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

- b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).
 - i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
 - A.** reasonable, necessary and directly used for the Project;
 - B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
 - ii.** Eligible Costs do NOT include:
 - A.** operating and working capital or operating expenditures charged to the Project by Recipient;
 - B.** loans or grants to be made to third parties;
 - C.** any expenditures incurred before the Effective Date or after the Availability Termination Date; or
 - D.** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- c. Project Change Procedures.**
 - i.** If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to SRTSProgramMailbox@odot.state.or.us. The request for change must be submitted before the change occurs.
 - ii.** Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT’s approval of a Recipient’s request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process and Reporting.

- a.** ODOT shall reimburse Recipient for 80 percent of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT’s receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.

- b.** Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.
- c.** Each reimbursement request shall be submitted on ODOT's Reimbursement request form <https://www.oregon.gov/ODOT/Forms/2ODOT/7373558.docx> to the SRTSProgramMailbox@odot.state.or.us and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.
- d.** ODOT shall disburse the entirety of the Bike/Ped Funds to Recipient within 45 days of Recipient's written request.
- e.** Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f.** Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both (i) its SRTS Program Manager, or designee, has completed the final review and accepted the Project as complete and (ii) Recipient and ODOT staff have signed the Recommendation of Acceptance Form (ODOT Form No. 737-3560).
- g.** ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i.** ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii.** Recipient is in compliance with the terms of this Agreement.
 - iii.** Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h.** Recovery of Grant Funds.
 - i.** Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

- ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of Sections 9(b)(i), 9(b)(ii), 9(b)(iii) or 9(b)(vi), Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.

i. Reporting

- i. Quarterly Reports. Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to SRTSProgramMailbox@odot.state.or.us by the first Wednesday of March, June, September, and December.
- ii. Final Report. Recipient shall submit a final written report (the "Final Report") to SRTSProgramMailbox@odot.state.or.us that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient's obligation to provide the Final Report will survive Agreement expiration.

6. **Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment,

declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

7. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. Subagreement indemnity; insurance.

- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
- iii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- iv. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the

insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.

- v. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - i. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Self-Performing Work.** Recipient must receive prior approval from ODOT for any self-performing work.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;

- v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

a. Contribution.

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

- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. No Third-Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(f). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- g. Governing Law, Consent to Jurisdiction.** This Agreement 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 ODOT (or any other

agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- i. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings,

ODOT/Recipient
Agreement No. 34477

agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

The Project was approved on December 1, 2020 by the Oregon Transportation Commission.

Signature Page to Follow

ODOT/Recipient
Agreement No. 34477

City of Sweet Home, by and through its elected officials

By Ray Towry
(Legally designated representative)

Name Ray Towry
(printed)

Date 15 Jan 21

By _____

Name _____
(printed)

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Ray Towry
3225 Main St.
Sweet Home, OR 97386
(541) 367-8969
rtowry@sweethomeor.gov

ODOT Contact (SRTS):

LeeAnne Fergason
555 13th Street NE
Salem, OR 97301-4178
Phone: 503-986-5805
LeeAnne.Fergason@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By Karyn Criswell
Public Transportation Division Administrator

Name Karyn Criswell
(printed)

Date 7-1-21

APPROVAL RECOMMENDED

By LeeAnne Fergason
Safe Routes to School Program Manager

Name LeeAnne Fergason
(printed)

Date 6.23.21

By Kevin J. Haas
State Traffic-Roadway Engineer

Digitally signed by HAAS Kevin J
Date: 2021.06.17 16:24:50 -06'00'

Date June 17, 2021

APPROVED AS TO LEGAL SUFFICIENCY

By Sam Zeigler via email saved in file
Assistant Attorney General

Date January 7, 2021

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No. 34477

Project Name: Oak Heights Elementary - Highway 228 Rapid Flashing Beacon

A. PROJECT DESCRIPTION

Highway 228 approximately between 2nd Avenue and 3rd Avenue.

This Project will construct ramps on both sides of the crosswalk and install a rapid flashing beacon.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 4.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Scoping and planning, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to SRTSProgramMailbox@odot.state.or.us as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Scoping and planning	7/13/2021
2	Project completion (Project must be completed within 5 years of agreement execution.)	6/28/2022

EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
4. **Americans with Disabilities Act Compliance**
 - a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c.** Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 4 shall survive termination of this Agreement.

5. Work Performed within ODOT’s Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT’s Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT’s District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

6. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program’s investment meets the intent of the application and the Program.

7. Land Use Decisions

- a. Recipient shall obtain all permits, “land use decisions” as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a “Land Use Decision” and collectively, “Land Use Decisions”).

- b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a “Disbursement Suspension”) and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 7 is in addition to, and not in lieu of, ODOT’s rights and remedies under Section 5.h (“Recovery of Grant Funds”) of this Agreement.

8. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact in writing when the link changes during the term of this Grant Agreement.

9. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

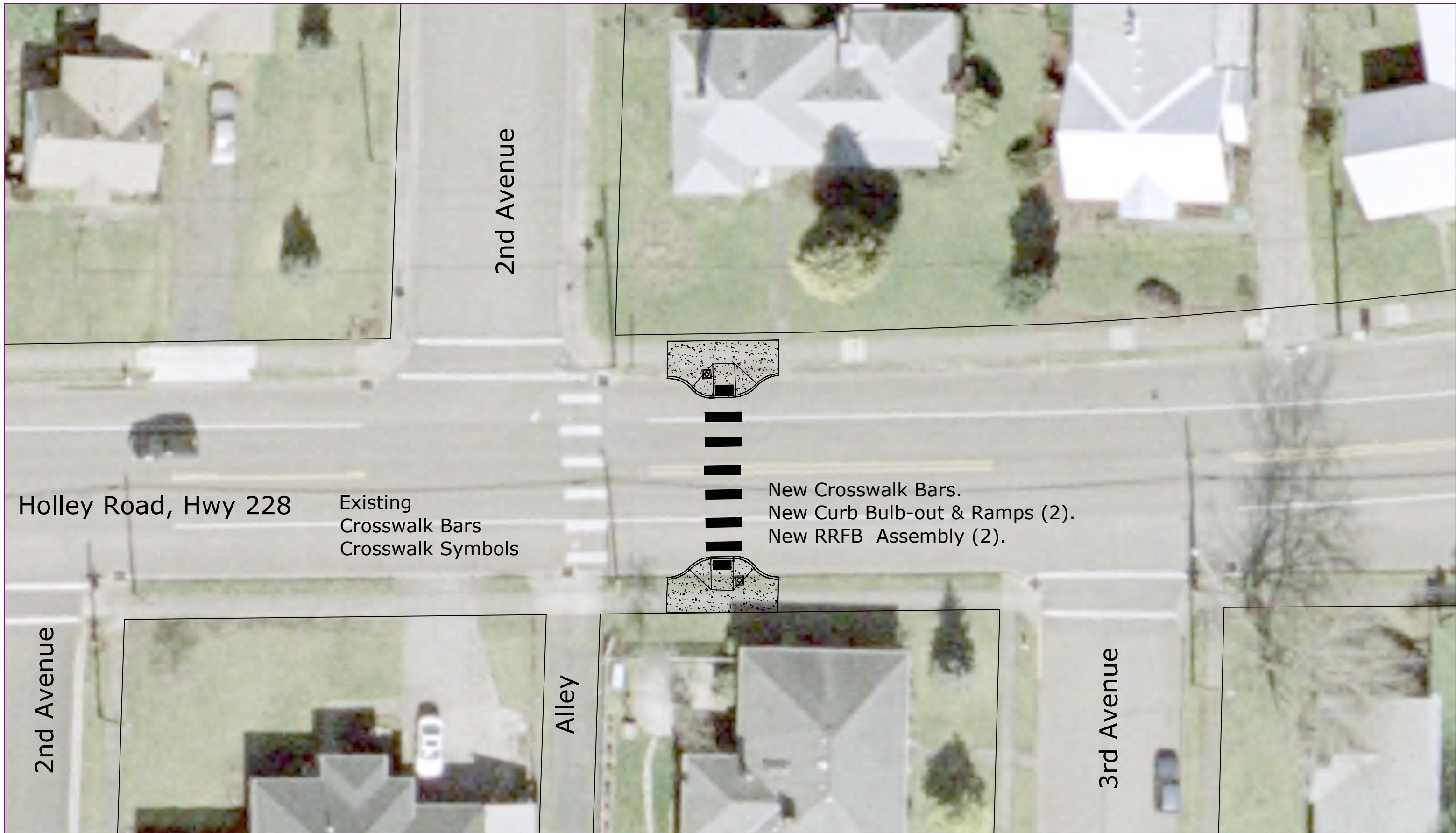
f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

The Recipient shall immediately notify ODOT of any change in insurance coverage.



2nd Avenue

Holley Road, Hwy 228

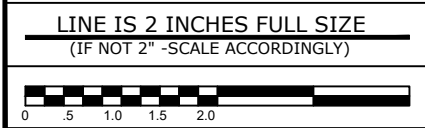
Existing
Crosswalk Bars
Crosswalk Symbols

New Crosswalk Bars.
New Curb Bulb-out & Ramps (2).
New RRFB Assembly (2).

2nd Avenue

Alley

3rd Avenue



File:
g:\enr\project\ODOT Grants\
2020 SRTS RRFB 2ndAve\
HolleyRoad 2ndAveRRFB.dwg

SCALE 1" = 20'
08-15-2020
B Size

Sweet Home Community Development
City Hall, 3225 Main St,
Engineering Division T:541-818-8039,

Holley Road Off-site School Crossing Conversion to RRFB.
ODOT Hwy 228 - Holley Road btw 2nd Ave & 3rd Ave.



Oregon
Department
of Transportation

2020 Safe Routes to School Competitive Construction Grant Application

PROGRAM DESCRIPTION: The Safe Routes to School Competitive Construction Grant Program is intended to fund bicycle and pedestrian projects that address a barrier to students walking and rolling to school. Read more about project eligibility and scoring criteria in the Program Guidelines. <https://www.oregon.gov/odot/Programs/Pages/SRTS-Competitive-Infrastructure-Grant.aspx>

DEADLINE: Applications are due by 11:59pm on August 31, 2020.

SCORING DESCRIPTION: The application includes information about all questions that will affect the application score (500 points total). Information collected that is not noted with a scoring description will not affect the application score.

HOW TO SAVE YOUR APPLICATION: You can save your progress at any time by clicking the "save" button at the bottom of the form. You will then be emailed a link to resume your progress.

CHARACTER LIMITS: Please note that there are **character** limits (not word limits) on many of the narrative questions. The form will not accept your answer if it is over the limit.

Part 1 of 8: General Information

What is the title of the project? *

Oak Heights Elementary/Highway 228 Rapid Flashing Beacon/0820

Maximum 100 characters.

Please format your project title as follows: "[School Name]/[Primary Solution]/[MonthYear Submitted]" Example:"GlenfairES/Sidewalk/0519"

Applicant Contact Information

Name *

Ray Towry

Title *

City Manager

Agency *

City of Sweet Home

Phone *

(541) 367-8969

Email *

rtowry@sweeethomeor.gov

Applicant Address *

3225 Main St.

Address Line 2

Sweet Home

Oregon

97386

Additional Roadway Authority Information (if necessary)

Does any part of this project touch another roadway jurisdiction's right of way that is not ODOT? *

Yes No

If yes, the jurisdiction must be listed below and sign off to concur with the application. See section 8.

Does any part of this project touch ODOT right of way? *

Yes No

If yes, ODOT Area Manager must be listed below and sign off to concur with the application. See section 8.

You will need to coordinate with ODOT (your Region's [Active Transportation Liaison](#), or other ODOT project staff) to get ODOT Area Manager's approval and coordinate with staff during the construction of your project at key points for ODOT approval.

Name

Savannah Crawford

Title

Interim Area Manager

If ODOT is the main applicant, you do not need to fill out this section of contact information.

Agency

Oregon Department of Transportation

Phone

(541) 757-4211

Email

savannah.crawford@odot.state.or.us

Will applicant oversee design and construction of the project? *

Yes No

Is the applicant submitting more than one application? *

Yes No

Note that any applicant may submit multiple applications but is only able to receive \$2 million total from this grant cycle.

If yes, rank this application:

2 of 2

Example: 1 of 4 (1 being highest priority)

In which ODOT Region is your project located? *

Region 2

Resource: [ODOT Region maps](#)

Reminder: To save your application, scroll to the bottom and click the "save" button in the lower right hand corner.

Part 2 of 8: Eligibility Requirements

Is the project within a one-mile radius of a public school? *

Yes No

Note: The one-mile radius is calculated by drawing a one-mile straight line from the school.

Optional Resource: [SRTS map- includes crash data and school data](#)

Is the project in or aligned with a plan that meets the requirements of ORS 195-115? *

Yes No

Note: Plans may include but are not limited to a Safe Routes to School Action Plan, Transportation System Plan, or other locally adopted plan

[ORS 195.115](#)

[OAR 737-025-0060](#)

List the plan, the date adopted or completed, and how the project is aligned with the plan:

Oak Heights SRTS Action Plan, 9/30/2015. The plan identified this crossing as a barrier to walking to school for the students living north of Highway 228. Pedestrian activated crossing flashers will be more visible and attention-grabbing to all drivers on the highway as well as the 5 side streets that currently enter the highway in between the school zone flashers.

Note: Maximum 750 characters.

Example: Name of Plan, Date Adopted/Completed

Is the project supported by the primarily affected school or school district? *

You are required to include a letter of support from the the primarily affected school and any school mentioned in this application or

Yes No

Is the project in the public road right of way or will the project increase the road right of way to include your project? *

Yes No

Note: Public road right of way refers to publicly owned land: Surface, shoulders, ditches, other drainage facilities in the border between the ditches.

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

Yes No

Do you and your key school contact commit to providing outreach to the primarily affected school community? This outreach includes a press release, a school newsletter article, and flyers sent home to students families'. Templates will be provided by ODOT. *

Yes No

The school commitment letter template contains language that gives the school community an opportunity to commit to helping.

If you answered yes to the above questions, please continue. If you answered no, your project is ineligible.

Reminder: To save your application, scroll to the bottom and click the "save" button in the lower right hand corner.

Part 3 of 8: Primarily Affected School Information

Your application must focus on one school called the "primarily affected school." Your application may include projects that will affect multiple schools. We suggest that your "primarily affected school" is the school with the highest percentage of students eligible for free or reduced lunch and a school with higher than average students of color, Ever English Learners, and students that are chronically absent. In Section 5 you will be able to list additional schools affected. You will not receive additional points for affecting students at multiple schools.

SCORING DESCRIPTION: In this section there are 300 points available out of 500.

Primarily Affected School Name *

Oak Heights Elementary

Contact's Name *

Todd Barrett

Title *

Principal

Phone *

(541) 367-7165

Email *

todd.barrett@sweethome.k12.or.us

How far from the school is the project?

- 1/4 mile or closer (applicant will receive 15 points)
- between 1/4 and 1/2 mile (applicant will receive 5 points)
- more than 1/2 mile

Use the mileage of the walking distance from the school

What grades are taught at the school?

- This school teaches students from pre-kindergarten through 8th grade or any combination. (applicant will receive 90 points)
- This school teaches no students from pre-kindergarten through 8th grade or any combination.

Optional Resource: [SRTS map- includes crash data and school data](#)

What percentage of students are eligible for free or reduced price lunch at the primarily affected school? *

- 10-19% (applicant will receive 15 points) 20-29% (applicant will receive 35 points)
- 30-39% (applicant will receive 55 points) 40-49% (applicant will receive 80 points)
- 50-59% (applicant will receive 100 points) 60-69% (applicant will receive 120 points)
- 70-79% (applicant will receive 140 points) 80-89% (applicant will receive 160 points)
- 90-100% (applicant will receive 180 points)

You may use data from the past two school years that data is available.

Resource:
First download the specific School Report Card from the [School Report Card database](#).

- Free and reduced lunch percentage is located on the first page in the lower left corner.

Optional Resource: [SRTS map- includes crash data](#)

Your application must focus on one school called the "primarily affected school." Your application may include additional project locations that will affect additional schools when bundling projects provides efficiency in delivery. We suggest that your "primary affected school" is the school with the highest percentage of students eligible for free or reduced lunch and a school with higher than average students of color, Ever English Learners, and students that are chronically absent. In Section 5 you will be able to list additional schools affected at additional locations. You will not receive additional points for affecting students at multiple schools.

Is your primarily affected school above the state average in any of the categories below? Check all that apply.

- The school is above the state average of 23% in Ever English Learners (students learning English as a second language) (applicant will receive 5 points)
- The school is above the state average of 35% in non-white students (applicant will receive 5 points)
- The school is above the state average of 20% in chronic absenteeism (students that are not regular attenders) (applicant will receive 5 points)

You may use data from the past two school years that data is available.

Resource: First download the specific School Report Card from the [School Report Card database](#).

- Ever English Learner percentage is located on the first page in the lower left corner above the students with disabilities percentage.
- Non-white student percentage can be calculated by subtracting the percentage of white students from 100 or adding up the percentages of non-white students. This information is located in the left column on the first page called Demographics.
- Chronic absenteeism can be calculated by taking the percentage of regular attenders and subtracting from 100. What's left is the percentage of students who are chronically absent. This information is located near the top and center of the first page under the School Environment heading.

Describe past, present, or upcoming Safe Routes to School education and engagement programs at the school or school district. Safe Routes to School programs includes education, encouragement, and evaluation activities that reduce barriers to children walking and bicycling to school. *

Beginning with the 2015/16 school year, Oak Heights has had monthly Walking School Buses that start from 2 locations. The school has regularly participated in International Walk and Roll to School Day in October and Walk and Roll Month in May. Students often receive SRTS incentives for participating in the monthly Buses. A handful of students that normally ride the regular school bus are dropped off so they can participate in the Walking School Bus. The May events have included multiple ways for students to participate with incentive tickets that make them eligible for a drawing for bicycles and helmets at the end of the month. 5th grade bike safety training started in 2019. Another parent survey was conducted in 2018.

Note: Maximum 750 characters.

Example: Describe the goals laid out in the affected school or school district Safe Routes to School Action Plan and what has been accomplished to date.

Describe the status/progress to date of school engagement for this project. *

The project need was identified by school staff. In 2017 and 2018, the principal regularly participated in the Walking School Bus that uses this crossing. One administrative staff person lives close to the crossing and has personally observed many close calls. The current principal as well as the district superintendent have also expressed strong support for this change.

Note: Maximum 750 characters.

Part 4 of 8: Background

SCORING DESCRIPTION: In this section there are a potential 80 points available out of 500.

Information can be provided for one project or a bundle of projects when it makes sense to deliver projects at the same time for efficiency.

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

About 20% of students live on the other side of Highway 228 from the school. Very few students from that neighborhood are allowed to walk or bike to school on their own because of the need to cross the highway at an unregulated intersection.

Note: Maximum 500 characters.

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

Replace current school zone flashers with a pedestrian-activated rapid flashing beacons at the crosswalk on Highway 228 adjacent to 2nd Avenue.

Maximum 500 characters.

Note: This language may be used on a website.

Additional Problem/Project Description: Describe any further details about the problem, the project, and how this project will help remove barriers for children walking and bicycling to the primarily affected school.

There are 5 streets that enter Highway 228 in between the current school zone flashers so many cars enter the area without seeing the flashers. The current crosswalk ends at an alley entry on the south side and does not meet standards for crosswalk locations.

Note: Maximum 750 characters.

Briefly describe your design/countermeasure and why it is the best solution to the problem. *

The crosswalk will need to be moved east between 2nd Ave. and 3rd Avenue and ADA ramps installed on both ends of the crosswalk in addition to installing the rapid flashing beacons. This will give pedestrians more control, awareness, and certainty that vehicles know they intend to cross the highway.

Note: Maximum 500 characters.

Check which design guides you used or will use to determine your project design. *

- FHWA Bicycle and Pedestrian Design Guide
- Small Town and Rural Multimodal Networks Guide
- NACTO Urban Bikeway Design
- ODOT Bicycle and Pedestrian Design Manual
- ODOT Blueprint for Urban Design
- AASHTO Bicycle or Pedestrian Design Guides
- Other

Optional Resources:

- [FHWA Bicycle and Pedestrian Guide](#)
- [Small Town and Rural Multimodal Networks Design Guide](#)
- [ODOT Bicycle and Pedestrian Guide](#)
- [ODOT Blueprint for Urban Design](#)

Does the applicant own sufficient right of way (ROW)? *

- Yes, applicant owns right of way or has an easement (applicant will receive 20 points)
- No (applicant will receive 10 - 20 points depending on following questions)
- I don't know (applicant will receive 0 points)

SCORING DESCRIPTION for Right of Way: 20 points awarded if the applicant or the agency delivering the project owns the right of way or has an easement. 10 points awarded if applicant is in the process of figuring it how to purchase right of way; 0 points if applicant doesn't know if they own the right of way.

Check which best describes your public process to date. *

- We have completed public process, have done due diligence, or are currently in the process (applicant will receive 20 points)
- We did some outreach but it was a long time ago (example: 5 years or more) (applicant will receive 10 - 20 points depending on following questions)
- We have not started outreach (applicant will receive 0 points)
- We have done some outreach and the community is opposed to this project (applicant will receive 0 points)

SCORING DESCRIPTION for public process: 20 points if applicant has completed public process, has done due diligence, or is currently in the process; 10 points if applicant has done outreach but it was a long time ago (5 years or more) or not effective for the project or if the community was opposed but approaches have been identified to mitigate; 0 points for no outreach or if the community is currently opposed.

Briefly describe the public outreach process around this project to date. *

Note: Maximum 750 characters.

Identify any concerns that have been raised in the public outreach process or that you anticipate being raised and how you anticipate addressing these issues. *

None are anticipated.

Note: Maximum 750 characters.

Is additional public outreach process necessary? *

Yes No

Are there any environmental resources within or adjacent to the project area? *

Yes No I don't know

Examples: Wetlands and waterways, endangered species (fish, plants and wild life), water quality and quantity (storm water), flood plains, historic structures, and archaeological sites.

See the following links for more assistance with environmental resources or hazards:

[Local Agency Guidelines Manual - Environmental Chapter 05](#)

[ODOT Geo-Environmental](#)

SCORING DESCRIPTION for environmental resources and hazards: applicant will receive 20 points if they don't need to address any environmental hazards or resources or if they have a plan that will address the issues; 10 points if they know it's an issue but haven't figured out the details yet; 0 points if applicant doesn't know.

Are there any environmental hazards within or adjacent to the project area? *

Yes No I don't know

Examples include but are not limited to: Hazardous waste sites/materials, and geologically unstable slopes.

See the following links for more assistance with environmental resources or hazards:

[Local Agency Guidelines Manual - Environmental Chapter 05](#)

[ODOT Geo-Environmental](#)

See scoring description above.

Does your project impact storm water drainage? *

Yes No I don't know

Example: relocating curb and gutter

SCORING DESCRIPTION for storm water: applicant will receive 7 points if they don't need to address storm water or if they have a plan that will address the issues; 5 points if they know it's an issue but haven't figured out the details yet; 0 points if they don't know.

Will any utilities need to be relocated? *

Yes No I don't know

Example of utilities include water, gas, electric, etc

SCORING DESCRIPTION for utilities: applicant will receive 7 points if they don't need to address utilities or if they have a plan that will address the issues; 5 points if they know it's an issue but haven't figured out the details yet; 0 points if they don't know.

Check which best describes your design process to date.

- We have attached our completed design (applicant will receive 6 points)
- We have started design and attached our progress so far (applicant will receive 3 points)
- We have not started design or conceptual design.

If you have started design or conceptual design, you are required to attach completed or draft or conceptual design in Section 8.

Is the proposed project included in a larger project that is using federal funding? *

Yes No

[ORS 366.514](#)

[ADA Facilities requirements](#)

Note: If your project is delivered with a federally funded project, then your project must also follow federal guidelines. Take this into account when you are writing your budget and schedule.

Does the project include a railroad crossing or is it within 500 feet of one? *

Yes No

Optional Resource: [ODOT's Railroad Crossing contact information.](#)

Are any bridges, tunnels, retaining walls or other structures required? *

Yes No

Is the project located in a city with 5,000 people or less? *

Yes No

Resource: Find population data with the [census quick facts tool.](#)

What entity will maintain the improvements once the project is completed, including landscaping? *

Applicant

Other

Reminder: To save your application, scroll to the bottom and click the "save" button in the lower right hand corner.

Part 5 of 8: Project Details and Schedule

SCORING DESCRIPTION: In this section there are a potential 120 points available out of 500.

List the proposed improvements/countermeasures/methods and location to provide a detailed project description. Use the format below. Applicants may add multiple locations.

Location Information

Each location will be assumed to affect students at your primarily affected school unless otherwise noted.

✕ Location 1

Latitude: *

Example: 45.456

Longitude: *

Example: -123.123

Resource: Latitude and longitude information can be found in the [SRTS map- includes crash data and school data.](#)

Name of street, road or highway on which the project is located: *

Cross street or other reference point (include state highway milepost begin/end if applicable): *

Project length in feet: *

Which side of the street is the project located? *

Example: Both, North, South, East, West

This location affects students at the primarily affected school.

Yes No

Improvement Descriptions

Indicate the type and number of improvements you intend to build at this location. This information is gathered for understanding context, not a scoring criteria.

Description of Improvement *

Number

Description of Improvement *	Number

<input checked="" type="checkbox"/> rectangular rapid flashing beacons or pedestrian hybrid beacon	2
<input checked="" type="checkbox"/> curb extension (curb bulbs)	2
<input checked="" type="checkbox"/> ADA ramps	2

[+ Add improvement treatment](#)

What are the current accommodations at the proposed project location(s)?

Indicate the type and number of current bicycle and pedestrian accommodations if applicable. This information is gathered for understanding context, not a scoring criteria.

Current Bicycle and Pedestrian Accommodations *	Number
<input checked="" type="checkbox"/> marked crosswalks	1
<input checked="" type="checkbox"/> complete sidewalks (no gaps)	
<input checked="" type="checkbox"/> bike lanes (wide shoulder)	2

[+ Add Accommodation](#)

Provide information for the proposed project location or the location of the barrier that the project is addressing.

Note: you may include information about a parallel road if the project is intended to address a barrier on that road.

Choose one: *

- This information below is true for the road on which the project is proposed.
- This information below is true for a parallel road on which the proposed project addresses a barrier.

Is there history of bicyclist or pedestrian injury or fatality within the hours of 6am and 9pm? *

- Yes, injury (applicant will receive 7 points)
- Yes, fatality (applicant will receive 20 points)
- No

Optional Resource: [SRTS map- includes crash data and school data](#)

Applicant may use bicycle and pedestrian crash data from any timeframe, and sources may include any reliable source like ODOT records, local sheriff or police report, etc. The crash must be located at the project site or the project must positively affect the crash site in some way.

Describe your crash data source, and describe how the project positively affects the crash site.

Note: Maximum 750 characters.

Include information like number of bicyclist or pedestrian injuries and fatalities. Applicant may use bicycle and pedestrian crash data from any timeframe, and sources may include any reliable source like ODOT records, local sheriff or police report, etc. The crash must be located at the project site or the project must positively affect the crash site in some way.

Please choose the option below that results in the highest speed at this location.

- Posted Travel Speed (mph)
- Operating Speed - 85th percentile (mph)

Posted travel speed (mph)? *

35 mph (applicant will receive 20 points)

If applicable: Posted travel speed (mph) on the cross street?

Use this field to record the street with the higher speed if your project is at an intersection.

Note: Use this field if your project is at an intersection to indicate speed of the cross street.

What are the number of travel lanes and the crossing width of the road from curb to curb?

- 2 lanes or fewer than 30 feet
- 3 lanes or greater than 30 feet (applicant will receive 7 points)
- 4+ lanes or greater than 40 feet (applicant will receive 20 points)

At the project location(s) what is the average annual daily traffic (AADT)? *

3,000-5,999 (applicant will receive 7 points) ▼

Rank the importance of this project and location against any additional locations you submit in this application. This location is:

- First Choice
- Second Choice
- Third Choice
- Other

[+ Add Location](#)

Priority Safety Corridor

In order to qualify as a Priority Safety Corridor at least one of the projects must be located on a road or addressing a barrier on a road where the posted speed or 85th percentile speed of traffic is 40 miles per hour or greater OR if any two of the following apply:

- Posted speed limit 30 miles per hour or greater;
- More than 2 lanes or a crossing distance greater than 30 feet;
- 12,000 or greater annual average daily traffic;
- Has a demonstrated history of crashes related to school traffic.

More information can be found in the [Program Guidelines](#).

Does any location in this application have a posted speed or 85th percentile over 40 miles per hour? *

- Yes (applicant will receive 40 points)
- No

Does any location in this application have any of these features. Check all that apply. *

- Posted speed limit 30 miles per hour or greater
- 3 or more lanes or a crossing distance greater than 30 feet
- 12,000 or greater annual average daily traffic
- Has a demonstrated history of crashes related to school traffic
- None of these

Did you select two or more of the features above?

- Yes (applicant will receive 40 points)
- No

Project Schedule

Provide a project schedule using the applicable phases below. Program anticipates awarding grants in early 2021. Make sure to include Scoping and Planning and other mandatory phases. Note: Projects must start construction within 2 years of signed agreement and be completed within 5 years of signed agreement.

Phase *	Completed in X weeks after Intergovernmental Agreement (IGA) is executed, or date if already completed *
<input checked="" type="checkbox"/> Scoping and Planning (mandatory)	4 weeks
<input checked="" type="checkbox"/> Community Outreach/Engagement (mandatory)	8 weeks
<input checked="" type="checkbox"/> Final Plans/Bidding Engineering Documents (mandatory)	16 weeks
<input checked="" type="checkbox"/> Construction Contract Award (if applicable)	20 weeks
<input checked="" type="checkbox"/> Project Completion (mandatory)	52 weeks

+ Add Item

Reminder: To save your application, scroll to the bottom and click the "save" button in the lower right hand corner.

Part 6 of 8: Project Cost and Cash Match

Provide a cost estimate. Note that any cost overages are the responsibility of the applicant.

CASH MATCH REQUIREMENTS: "Cash Match" is actual funds provided by the applicant that are reasonable, necessary and directly related to the project and funded by the applicant. Cash match may include project expenditures made within 60 months prior to the application deadline. Education and outreach efforts at the school do not constitute cash match. Examples of "cash match" include engineering, design, utility, right of way, and construction costs. See Program Guidelines (<https://www.oregon.gov/ODOT/Programs/Pages/SRTS-Rapid-Response-Grant-Program.aspx>) to determine if your project may be eligible for a reduced match of 20%.

Project Cost Estimates

Note: Applicants are encouraged to include accurate cost estimates that include contingencies. Make sure to include all of the appropriate drop-down fields in your cost estimate. Attach your budget in Section 8.

Item *	Cost Estimate *
<input type="checkbox"/> Preliminary Engineering/Design Costs	\$20,000.00
<input type="checkbox"/> Construction Costs	\$110,000.00
<input type="checkbox"/> Other Costs: traffic control	\$5,000.00
<input type="checkbox"/> Other Costs: erosion control	\$5,000.00
<input type="checkbox"/> Other Costs: lighting	\$10,000.00

Total Project Cost: \$150,000.00

+ Add Item

Grant Award Request *

\$120,000.00

Note: Minimum grant request is \$60,000 and maximum grant request is \$2 million.

Cash Match *

\$30,000.00

The Grant Request plus the Cash Match will equal the Total Project Cost.

Declared Match Percentage

20.00%

Automatically calculated percentage of declared match from total cost. Note: Applicants may be eligible for a reduced match from 40% to 20% when certain criteria are met. See description above.

I understand that if I receive this grant award, eligible costs spent after the agreement is signed would be reimbursed to me. Alternatives to reimbursement may be made for communities under 5,000 in population as needed. *

Yes No

Source(s) of cash match. Select all that apply. *

Local funds

State funds

Federal funds

Prior work completed in the previous 60 months (you may NOT use prior work funded by the ODOT SRTS grant program)

Other

Licensed Engineer Review Confirmation

Confirm that a licensed engineer has reviewed your cost estimates and scope by providing contact information.

Licensed Engineer Name *

Joe Graybill

Agency/Employer *

City of Sweet Home

Email *

JGraybill@sweethomeor.gov

Phone *

(541) 818-8039

Reminder: To save your application, scroll to the bottom and click the "save" button in the lower right hand corner.

Part 7 of 8: Program Evaluation

The following information is helpful data for application and program evaluation and is **not** scored as part of the selection process.

Is your project located within a Metropolitan Planning Organization/Area *

Yes No

Resource: [Metropolitan Planning Organization Database](#)

Are you willing to accept partial funding for this project? *

Yes No

Why or why not? *

There is not a way to reduce the scale of the project.

Maximum characters: 500

Does this project address a need in the supplemental busing plan (also known as a hazard busing plan) for the school district? *

Yes No I don't know

Does the community count and collect the number of children that get to the affected school by the following modes: Walking, Biking; Family Vehicle; Other? *

Yes No I don't know

If yes, provide the latest counts, the date and the method of data collection or indicate that you will upload the latest counts in Part 7:

The latest survey results are included as an upload in Part 8. The survey was conducted in person during Parent/Teacher conferences in April 2018. Most surveys were completed on-site though a few were taken home and returned the next week.

Note: Maximum 750 characters.

Does your community collect and document parent, student, and/or school staff's safety concerns about the project area or larger school one-mile radius? *

Yes No I don't know

Reminder: To save your application, scroll to the bottom and click the "save" button in the lower right hand corner.

Part 8 of 8: Attachments

Completed Signature Sheet(s) *

Upload

or drag files here.

[Applicant signatures](#) (required)

[Additional roadway authority signatures](#) (if applicable)

[Railroad authority](#) (if applicable)

[OakHeightsHwy228RFB_SignaturePageCity.pdf](#)





33.47 KB



[OakHeightsHwy228RFB_SignaturePageRoadAuthority.pdf](#)

89.12 KB



Letter of School Support: Applicants are required to include a letter of support from the primarily affected school and any school mentioned in this application or school district on school or district letterhead and signed by the district superintendent or school principal. *

[School letter of support](#) (required- see note below on how to address complexities due to COVID-19)

or drag files here.



[Competitive Construction Oak Heights School support letter_2020_07_...](#)

1014.41 KB



If you are unable to obtain a support letter from the school or school district due to the complexities of remote learning, school starting, and COVID-19, please submit whatever documentation you have that the school supports the project and a statement describing your understanding of the school's support and why you have been unable to obtain a letter. If your project is selected, you will be required to supply a school support letter before the agreement is signed.

Cost estimate: Attach the notes or back up information for how you determined your cost estimate. *

or drag files here.

Project location map, scale bar, north arrow, street labels, aerial photograph of map *

At a minimum you can print out the google birds eye view or the view from the [SRTS mapping tool](#) and add the additional components by hand or you can get fancier. We'd just like to see what you're thinking!

or drag files here.



[OakHeightsHwy228RFBcurrentConfiguration.JPG](#)

66.30 KB



[OakHeightsHwy228RFBmap.JPG](#)

153.00 KB



Photos: Attach photos of the project area *

or drag files here.



[OakHeightsHwy228RFBpictures.pdf](#)

2.64 MB



Optional: Attach draft or completed design (see Part 3)

or drag files here.



[OakHeightsHwy228RFB_Project Map.pdf](#)

631.96 KB



Optional: Any additional letters of support

or drag files here.

[OakHeightsHwy228RFBLetter of Support_ODOT.pdf](#)





148.65 KB

Optional: Attach a map of the school's identified walking and bicycling routes to school

Upload

or drag files here.

Optional: Walking and Biking Data Counts and/or parent surveys (see Part 6)

Upload

or drag files here.



[OakHeightsSurvey2018.pdf](#)

740.82 KB



Optional: Any additional information

Upload

or drag files here.



[WSBflyer.pdf](#)

898.16 KB



By submitting this application, you are confirming that the information contained within is true and accurate.

Disclaimer: Contact [LeeAnne Fergason](#), 503-986-5805, if you have any comments or concerns about the application or have an inability to provide required information.

Submit

Save

2020 Sweet Home SRTS
 Holley Road RRFB:
 Estimated Project Costs.

2020 SRTS Holley Road RRFB

No.	Item	Unit	Quantity	Cost	SubTotal	Total
				(\$)	(\$)	(\$)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	Admin-ESCP-Misc					
	Traffic Control	L.S.	1	\$5,000	\$5,000.00	
	ESCP	L.S.	1	\$5,000	\$5,000.00	
	Engr Design	L.S.	1.00	\$20,000	\$20,000.00	
	Light : Mid-level, Crossing Area.	Ea.	2	\$5,000	\$10,000.00	
						\$40,000.00
	Construction					
	ADA TxPanel	Ea.	2	\$500	\$1,000.00	
	ADA Ramps Aprons	Ea.	2	\$2,000	\$4,000.00	
	Corner Bulbouts	Ea.	2	\$5,000	\$10,000.00	
	Excavation: Sidewalks	C.Y.	20	\$65	\$1,300.00	
	Base 3/4" CrRk: Sidewalks	C.Y.	15	\$28	\$420.00	
	Construction: Sidewalks	C.Y.	15	\$90	\$1,350.00	
	Curb Construction	L.F.	40	\$30	\$1,200.00	
	Remove Ex. Crosswalk Paint.	Ea.	1	\$2,000	\$2,000.00	
	New RRFB Ped: Solar, Pole, Ctrl.	Ea.	2	\$35,000	\$70,000.00	
	Crosswalk Ahead Signs	Ea.	2	\$400	\$800.00	
	Yellow Curb Paint	L.F.	40	\$3	\$100.00	
	Marking Crosswalk 24" White Bar	Ea.	7	\$150	\$1,050.00	
	Marking Stop/Xwalk 12" White Bar	L.F.	20	\$35	\$700.00	
	Subtotal					\$93,920.00

Construction Total	\$133,920.00
Contingency (10%)	\$13,392.00
Subtotal Project Cost	\$147,312.00
Matching Funds 20%	\$ 29,500.00
Estimated Project Cost	\$117,812.00



REQUEST FOR COUNCIL ACTION

Title: Parking Zone Amendment Ordinance

Preferred Agenda: January 10, 2023

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: SHMC 10.08.150 Parking Zones

Towards Council Goal: Aspiration I: Desirable Community; Goal 3.2: Community Safety

Attachments: Ordinance Bill No. 1 for 2023 Parking Zones
Parking Zone Map

Purpose of this RCA:

The purpose of this RCA is to request approval and first reading of a proposed ordinance amending the parking zones within the City.

Background/Context:

SHMC 10.08.150 currently authorizes the City Manager to establish and maintain “parking zones” in the following streets:

1. Main Street from Highway 228 east of 18th Avenue
2. Long Street from the Ames Creek Bridge east of 18th Avenue
3. 9th Avenue from Main Street to Nandina Street
4. 10th Avenue from Long Street to Main Street
5. 12th Avenue from Kalmia Street to Nandina Street
6. 13th Avenue from Kalmia Street to Nandina Street
7. 15th Avenue from Main Street to Nandina Street

These streets form what is typically understood to be Sweet Home’s Downtown area, however, some areas were excluded, and the growth of the City necessitates adding additional streets to this list:

- The rest of Main Street
- The rest of Long Street
- 43rd Avenue between Long Street and Airport Road
- Airport Road between 43rd Avenue and 49th Avenue

- 49th Avenue between Airport Road and Main Street
- 15th Avenue between Long Street and Main Street
- The north side of Kalmia, between its western end (at the main Fire Station) and 15th Avenue.

The proposed ordinance amends the code and gives the City Manager authority to set parking regulations for these additional areas. Main Street is a state highway with most of the City's commercial property and would benefit from additional parking controls. Long Street is a major arterial road with limited capacity for on-street parking—regulation of parking along its entire length can improve public safety. Similarly, 43rd Avenue from Long to Airport Road, Airport Road from 43rd Avenue to 49th Avenue, and 49th Avenue from Airport Road to Main Street are also arterial roads that would be safer with more regulated parking. 15th Avenue and the north side of Kalmia in the downtown area are a part of the City's downtown core and should have been included in the previous ordinance. Only the north side of Kalmia is included in this proposal because the south side is almost entirely residential.

The Challenge/Problem:

How does the City regulate parking within commercial areas and on arterial roads?

Stakeholders:

- Sweet Home Residents – Residents deserve safe roadways and adequate on-street parking. Limits on parking times and duration help ensure safety and parking supply.
- Sweet Home City Council – The City Council is responsible for enacting parking ordinances and regulations that meet the needs of residents, businesses, and visitors.

Issues and Financial Impacts:

This ordinance involves no financial impact to the City. Additional parking enforcement will require minimal costs for signage, and will utilize existing staff.

Elements of a Stable Solution:

A stable solution includes setting parking zones that promote public safety and supply of parking.

Options:

1. Do Nothing – If the Council chooses to do nothing, then parking zones will remain as they are under current City Code.
2. Motion to conduct a first reading of the proposed ordinance as presented – If the voting is unanimous, a second reading, by title only, may take place during the same meeting.
3. Motion to conduct a first reading of the proposed ordinance with changes – The Council may make changes to the proposed ordinance. If the voting is unanimous, a second reading, by title only, may take place during the same meeting.
4. Direct Staff to research other ways to accomplish the same goals.

Recommendation:

Staff recommends option 2: Motion to conduct a first reading of the proposed ordinance as presented.

ORDINANCE BILL NO. 1 FOR 2023

ORDINANCE NO. _____

SWEET HOME ORDINANCE AMENDING SHMC CHAPTER 10.08.150, PARKING ZONES, WITH EXPEDIENCY CLAUSE

WHEREAS, SHMC 10.08.150 authorizes the City Manager to establish and maintain parking zones on certain streets with marked spaces and time limitations for parking; and,

WHEREAS, activity within the downtown area and increased development throughout the city necessitate authorized parking zones in additional areas,

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

Section 1. SHMC §10.08.150(A) is amended to read:

- A. The City Manager is authorized to establish and maintain zones to be known as “parking zones” in the following streets:
1. Main Street;
 2. Long Street;
 3. 9th Avenue from Main Street to Nandina Street;
 4. 10th Avenue from Long Street to Main Street;
 5. 12th Avenue from Kalmia Street to Nandina Street;
 6. 13th Avenue from Kalmia Street to Nandina Street;
 7. 15th Avenue from Long Street to Nandina Street; ~~and~~
 8. The north side of Kalmia Street from its western terminus to 15th Avenue;
 9. 43rd Avenue from Long Street to Airport Road;
 10. Airport Road from 43rd Avenue to 49th Avenue;
 11. 49th Avenue from Airport Road to Main Street; and
 12. And from time to time hereafter as traffic conditions required, in such other streets as are selected by resolution of the city for the location of such zones.

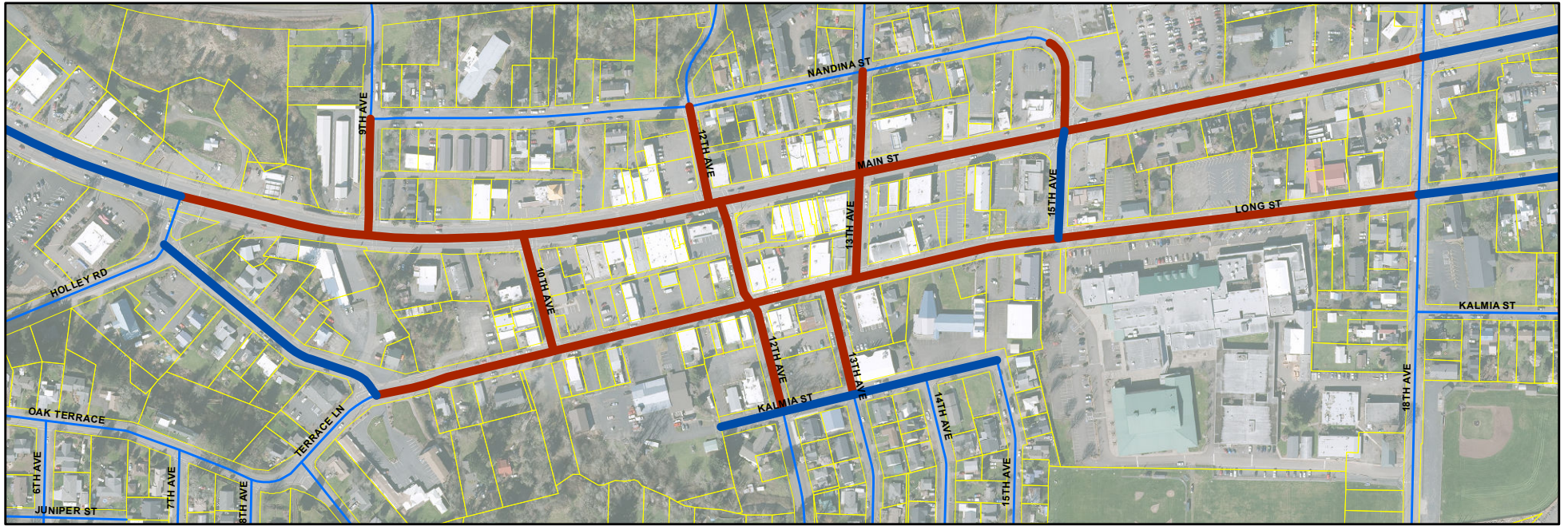
Section 2. EXPEDIENCY CLAUSE. It is hereby adjudged and declared by the Sweet Home City Council that existing conditions are such that this ordinance is needed to be in effect at the time and date of its passage by the City Council and approval by the Mayor and it is hereby declaring an emergency to promote the public health, safety and welfare.

PASSED by the Council and approved by the Mayor this ___ day of January, 2023.

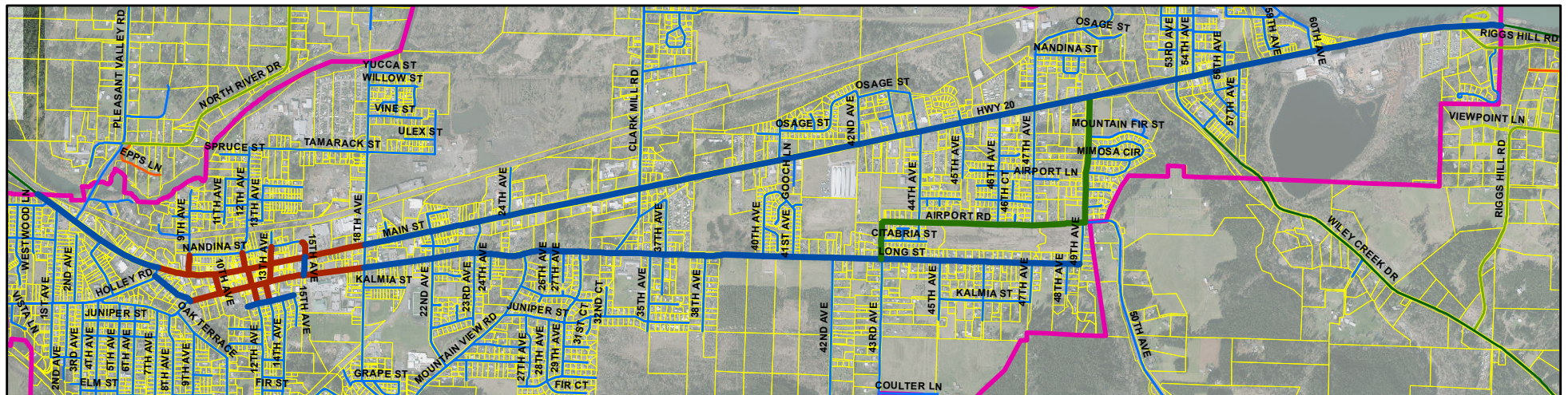
Mayor

ATTEST:

City Manager - Ex Officio City Recorder



Downtown Core Area: Holley Rd. to 18th Ave.



2023 Parking Zone Amendment Ordinance, Existing & Proposed Roadways, January 2023

Main St. & Long St.: West City Limits to East City Limits

Legend

- Existing Parking Zone Area
- New Parking Zone: 15th Ave & N. side Kalmia St
- New Parking Zone: Main St
- New Parking Zone: Long St
- New Parking Zone: 43rd Ave-Airport Rd-49th Ave Arterial
- City Limits
- Property Lots



Exhibit A

City of Sweet Home
 Community & Economic Development Department
 3225 Main Street, Sweet Home OR 97386
 www.sweethomeor.gov 541-367-8113



REQUEST FOR COUNCIL ACTION

Title: Vehicle Camping Ordinance

Preferred Agenda: January 10, 2023

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: SHMC 10.08 Stopping, Standing, and Parking

Towards Council Goal: Aspiration I: Desirable Community; Goal 3.2: Community Safety

Attachments: Ordinance Bill No. 2 for 2023 Vehicle Camping

Purpose of this RCA:

The purpose of this RCA is to request approval and first reading of a proposed ordinance regulating vehicle camping within the City.

Background/Context:

A recent influx of vehicle camping within the City has resulted in increased complaints and safety concerns, leading Staff to research options for improving the current situation through ordinance changes and enforcement.

The City currently has no ordinance prohibiting vehicle camping. When on public property or within public rights-of-way, vehicle camping is permitted if it complies with parking regulations.

Much like camping in public rights-of-way, vehicle camping has increased in recent years, and the City is constrained by recent 9th Circuit Court decisions (Martin v. Boise and Blake v. Grants Pass) that protect the right of homeless individuals to occupy public places. At the same time, vehicle camping inherently impacts public health and safety. The City cannot prohibit anyone from vehicle camping; however, it can pass time, place, and manner restrictions on the practice.

Staff propose the attached ordinance, which restricts vehicle camping to the Police Department parking lot, between the hours of 9 pm and 8 am. Staff believe that this ordinance complies with the 9th Circuit's rulings, while also addressing the valid safety concerns of Sweet Home residents. As this is an active problem affecting public health and safety, Staff have included an expediency clause in the ordinance.

The Challenge/Problem:

How does the City address the safety concerns of its residents regarding vehicle camping, while still accommodating its homeless population and complying with 9th Circuit Court decisions?

Stakeholders:

- Sweet Home Residents – Residents deserve safe neighborhoods and parks. Unsheltered residents deserve a safe place to park and occupy their vehicles.
- Sweet Home City Council – The City Council is responsible for enacting parking ordinances and regulations that meet the needs of residents, businesses, and visitors.

Issues and Financial Impacts:

This ordinance involves no financial impact to the City.

Elements of a Stable Solution:

A stable solution includes the setting of reasonable time, place, and manner restrictions on vehicle camping.

Options:

1. Do Nothing – If the Council chooses to do nothing, then vehicle camping will continue as currently allowed under City Code.
2. Motion to conduct a first reading of the proposed ordinance as presented – If the voting is unanimous, a second reading, by title only, may take place during the same meeting.
3. Motion to conduct a first reading of the proposed ordinance with changes – The Council may make changes to the proposed ordinance. If the voting is unanimous, a second reading, by title only, may take place during the same meeting.
4. Direct Staff to research other ways to accomplish the same goals.

Recommendation:

Staff recommends option 2: Motion to conduct a first reading of the proposed ordinance as presented.

ORDINANCE BILL NO. 2 FOR 2023

ORDINANCE NO. _____

SWEET HOME ORDINANCE AMENDING SHMC CHAPTER 10.08, STOPPING, STANDING AND PARKING, WITH EXPEDIENCY CLAUSE

WHEREAS, Motor Vehicle Camping, or the use of a motor vehicle as a temporary place to live has real and detrimental effects on all areas of the City; and,

WHEREAS, Recent court decisions protect the right of individuals to obtain shelter; and,

WHEREAS, As the public health and safety effects of motor vehicle camping need to be addressed as soon as possible, an expediency clause has been included in this ordinance.

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

Section 1. SHMC §10.08.035 is created to read as follows:

10.08.035 MOTOR VEHICLE CAMPING IN PUBLIC PARKING AREAS AND WITHIN PUBLIC RIGHTS-OF-WAY

- A. Except as permitted in subsection B of this section, the use of a motor vehicle as a temporary place to live, also known as vehicle camping, is prohibited within the City of Sweet Home when the motor vehicle is parked within a publicly owned parking area or within any public right-of-way.
- B. Motor vehicle camping is permitted at the Sweet Home Police Department Parking Lot, however this location may be changed or other locations added as determined by City Council resolution. Motor vehicle camping at approved locations is only permitted under the following conditions:
 - 1. Motor vehicle camping may occur between the hours of 9 pm and 8 am,
 - 2. The motor vehicle must be operational and capable of moving under its own power.
 - 3. The motor vehicle must be parked entirely within a marked parking space.
 - 4. Recreational vehicles, as defined in SHMC §10.28.010, are not permitted.
 - 5. Any associated personal property must be stored within the vehicle.

Section 2. EXPEDIENCY CLAUSE. It is hereby adjudged and declared by the Sweet Home City Council that existing conditions are such that this ordinance is needed to be in effect at the time and date of its passage by the City Council and approval by the Mayor and it is hereby declaring an emergency to promote the public health, safety and welfare.

PASSED by the Council and approved by the Mayor this ___ day of January, 2023.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: RV Parking Ordinance Amendment

Preferred Agenda: January 10, 2023

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: SHMC 10.28 TRAILER HOUSES, RECREATIONAL VEHICLES, TRAILER PARKS AND RECREATIONAL VEHICLE PARKS

Towards Council Goal: Aspiration I: Desirable Community; Goal 3.2: Community Safety

Attachments: Ordinance Bill No. 3 for 2023 RV Parking

Purpose of this RCA:

The purpose of this RCA is to request approval and first reading of a proposed ordinance regulating the parking of travel trailers and recreational vehicles within the City.

Background/Context:

In recent years, the City has experienced a sharp increase in the number of travel trailers and recreational vehicles parking within public rights-of-way. This has resulted in increased complaints, a rise in costs and use of staff time for trash cleanup and parking enforcement, as well as safety concerns.

The City currently has no ordinance prohibiting the parking of travel trailers and recreational vehicles in available on-street parking spaces—they need only comply with parking rules, which typically allow parking for up to two days without moving the vehicle. However, if the RV or trailer is moved a minor distance every two days, it can be parked in the right-of-way indefinitely.

Recreational vehicles and travel trailers are designed for camping and recreating. Their use typically generates wastewater and garbage, much like a residential home. Typically, they are quite large, and dangerously block drivers' line of sight. It is often hard for drivers to see children or even adults between parked passenger cars—it is nearly impossible for drivers to see people behind RVs and travel trailers. Because they are so large, they typically occupy three or even four regular parking spaces, which severely restricts the supply of parking for passenger vehicles.

Staff developed the proposed ordinance to respond to these issues. If passed, this ordinance would prohibit the parking of RVs and travel trailers in any public right-of-way, with two exceptions:

First, an adjacent property owner could park an uninhabited RV for up to five days every month, as long as it is parked in front of their property. This allows a resident to pack, unpack or otherwise maintain their RV at their own home.

Second, RVs could park anywhere on Main Street or Long Street between Holley Road and 18th Avenue for up to two hours. This exception allows tourists traveling in RVs to patronize our local businesses.

The Challenge/Problem:

How does the City address the impact of and safety concerns regarding the parking of RVs and travel trailers on public rights-of-way?

Stakeholders:

- Sweet Home Residents – Residents deserve safe neighborhoods and streets and sufficient parking in residential and commercial areas.
- Sweet Home City Council – The City Council is responsible for enacting parking ordinances and regulations that meet the needs of residents, businesses, and visitors.

Issues and Financial Impacts:

This ordinance involves no financial impact to the City. Enforcement will require staff time, and, at least initially, increased towing costs.

Elements of a Stable Solution:

A stable solution includes the setting of reasonable restrictions on RV and travel trailer parking.

Options:

1. Do Nothing – If the Council chooses to do nothing, then RV parking will continue as currently allowed under City Code.
2. Motion to conduct a first reading of the proposed ordinance as presented – If the voting is unanimous, a second reading, by title only, may take place during the same meeting.
3. Motion to conduct a first reading of the proposed ordinance with changes – The Council may make changes to the proposed ordinance. If the voting is unanimous, a second reading, by title only, may take place during the same meeting.
4. Direct Staff to research other ways to accomplish the same goals.

Recommendation:

Staff recommends option 2: Motion to conduct a first reading of the proposed ordinance as presented.

ORDINANCE BILL NO. 3 FOR 2023

ORDINANCE NO. _____

SWEET HOME ORDINANCE AMENDING SHMC §10.28.020 LIMITED PARKING; PERMIT PARKING WITH EXPEDIENCY CLAUSE

WHEREAS, Parking of recreational vehicles (including travel trailers) on public streets or alleys typically requires two or three normal-sized parking spaces; and,

WHEREAS, Parking of recreational vehicles (including travel trailers) on public streets or alleys dangerously impairs the view of drivers; and,

WHEREAS, The use of recreational vehicles (including travel trailers) typically generates trash, debris, and sewage; and,

WHEREAS, The above safety and health concerns need to be addressed as soon as possible, an expediency clause has been included in this ordinance.

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

Section 1. SHMC §10.28.020(A) is amended to include the following subsection:

- A. No person shall park or place, or allow to be parked or placed, any recreational vehicle on any public street or alley for any period of time, except as follows:
1. Recreational vehicles may be parked for a period of up to two hours anywhere on Main Street or on Long Street between Holley Road and 18th Avenue, so long as they comply with other City and State parking regulations.
 2. An uninhabited recreational vehicle may be parked, stored or left on a public street for up to five cumulative days in a 30-day period, but only if the vehicle is parked directly in front of the owner's property. Such vehicle must be parked in a manner not to interfere with emergency, utility and postal vehicles and must be parked in compliance with local and state law.
 3. Recreational vehicles owned by a public agency are exempt from this prohibition.

Section 2. The following subsections of SHMC §10.28.020 LIMITED PARKING; PERMIT PARKING shall be lettered in alphabetical order as follows: The current subsection A shall be lettered B, the current subsection B shall be lettered C, and so forth, so as to include all current subsections.

Section 3. EXPEDIENCY CLAUSE. It is hereby adjudged and declared by the Sweet Home City Council that existing conditions are such that this ordinance is needed to be in effect at the time and date of its passage by the City Council and approval by the Mayor and it is hereby declaring an emergency to promote the public health, safety and welfare.

PASSED by the Council and approved by the Mayor this ___ day of January, 2023.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



CITY OF SWEET HOME ADMINISTRATION, FINANCE AND PROPERTY COMMITTEE MINUTES

December 13, 2022, 5:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

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.

Meeting Information

Call to Order

The meeting was called to order at 5:30 PM.

Roll Call

PRESENT

Councilor Diane Gerson
Councilor Dave Trask
Councilor Susan Coleman

STAFF

City Manager Kelcey Young
Administrative Services Manager Julie Fisher

New Business

- a) Interviews for Boards and Committees

The Committee conducted interviews for the Planning Commission. After all interviews were complete, they made a recommendation to present to the City Council.

Adjournment

The meeting adjourned at 6 PM.

Chair

ATTEST:

City Manager – Ex Officio City Recorder

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.



City of Sweet Home
 Sweet Home Public Library
 1101 13th Avenue
 Sweet Home, OR 97386
 541-367-5007

Sweet Home Public Library

Statistics

December 2022	This month December 2022	Last month November 2022	Year to date 2022	Previous year 2021*(total)
Patron Activity				
Door Count	2768	2752	30342	n/a
Program participants (all ages)	57	98	589	n/a
Total programs(all ages)	8	14	41	10*
Circulation and Renewals				
Checkouts & renewals	4813	4426	52702	37848
E-audio & E-book checkouts	562	460	5692	5491
Total items checked out	5374	4886	58394	43339
Public Computers				
Logins	221	210	2497	2104
Resource Sharing Savings				
Cost savings	4030.62	4420.15	35892.88	n/a
Items borrowed by consortium libraries	225	233	2949	n/a
Items borrowed from consortium libraries	214	163	2873	n/a
Volunteer Hours				
Hours worked by volunteers	53	53.5	528	260

Events this month: We had 3 storytimes and 5 teen game events. We had drop in crafts available all month, and they were highly used. We gave out almost 100 ornament kits.

Building updates: We had plumbing issues in the public bathrooms fixed on multiple occasions. We continue to move collections around to find more space in their age specific areas.

Items of note: With the new year and new City Council, we redesigned the statistics report to more closely match statistics gathered for the annual report to the State Library of Oregon. The Library Advisory Board is working on several Library Policy updates.

MEMORANDUM



TO: City Council
 Kelcey Young, City Manager
 Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: January 10, 2023

SUBJECT: Community and Economic Development Department Report for December 2022

The Community and Economic Development Department (CEDD) consists of the City's Building, Planning, Engineering, Economic Development, Code Enforcement, and Parks and Recreation programs. The following is a summary of activities and notes on current projects from December 1st to December 31st, 2022.

1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	December, 2022	November, 2022	2022 YTD	2021 Total	2017-2021 Annual Average
Residential 1 and 2 Family Dwellings	0	0	36	23	28.0
Residential Demolition	1	1	9	9	8.2
Residential Manufactured Dwellings	0	0	2	16	13.8
Residential Mechanical Permits	8	4	100	120	110.2
Residential Plumbing	3	3	30	35	28.8
Residential Site Development	0	0	1	0	1.2
Residential Structural	3	9	54	56	48.8
Commercial Alarm or Suppression Systems	0	0	1	11	3.4
Commercial Demolition	0	0	2	4	3.4
Commercial Mechanical	1	0	17	19	14.6
Commercial Plumbing	2	0	5	9	11.0
Commercial Site Development	0	0	5	3	2.8
Commercial Structural	4	2	33	45	41.4
Total Permits	22	19	295	350	315.6
Value Estimate of All Permits	\$277,996.00	\$402,520.74	\$30,928,533.31	\$16,811,721.35	\$17,061,471.73
Fees Collected	\$6,693.47	\$7,886.81	\$336,902.20	\$250,671.91	\$233,439.18

- Developments of note: For your reference, below are some developments of note that were previously reported. Changes are noted with **bold text**.
 - Taco Bell: Corner of 15th Avenue and Main Street, next to Safeway. **This project is now complete and fully operational and will not be included in future reports.**
 - Mosaic Memory Care Facility: Located on Mountain Fir Street next to the existing Mosaic-owned Wiley Creek Assistance Living Facility. The project received full planning approval early this year. Much of the time since then has been spent waiting for completed plans from Mosaic. However, plans were finally completed and reviewed in August, and a building permit has been issued. Construction is underway.
 - Samaritan Urgent Care Facility: The project has received full planning approval, building plans have been approved, and construction is underway.
 - Mountain River Subdivision: 31-lot single-family home subdivision, with a future multi-family development planned. Construction moved incredibly fast on this project, **and all but two single family lots have completed and habitable homes. Given its substantial completion, this project will not be included in future reports.**
 - Duck Hollow Phase III Subdivision: 51-lot single-family home subdivision located adjacent to the existing Duck Hollow Subdivision (41st Avenue and Long Street). This subdivision received planning approval in 2020, however there was a long delay due to wetlands regulations administered by the Oregon Department of State Lands. State approval has been granted, and construction is expected soon.
 - Live Oak Subdivision: 8-lot single-family home subdivision located between the two existing portions of Live Oak Street. The subdivision was approved in 2021, however the property changed hands, which delayed development. **The construction timeline is unknown.**
 - Foothills Ridge Subdivision: 21-lot single-family home subdivision located at the west end of Foothills Drive. This subdivision was approved in 2021, however the owner has run into delays with his engineering firm, and recently applied for an extension. Construction is expected next year.
 - Santiam River Development Phase 1 : 42-lot single-family home subdivision located at the north end of Clark Mill Road. Planning approval was granted at the beginning of this year, however some of the property is being sold to a different developer. It is unknown when construction will begin.
 - Clear Water Subdivision: 18-lot single-family home subdivision located on the west side of 45th Avenue, just north of Kalmia Street. Planning approval was granted in June. Initial construction has begun.

2. PLANNING

- Summary of Final Decisions of Planning Division Applications:

Application Type	December, 2022	November, 2022	2022 YTD	2021 Total	2017-2021 Annual Average
Annexations	0	0	1	0	0.4
Code Amendments	0	0	1	1	0.8
Conditional Use	0	1	11	11	8.0
Partition	5	0	17	20	9.0
Planned Development/ Subdivision	0	0	3	4	1.2
Property Line Adjustments	3	7	21	21	12.0
Vacation	0	0	0	0	0
Variance	0	0	3	1	4.4
Zoning Map Amendment	0	0	1	4	2.2

- 1 Land Use Application was submitted in December.
- 2 Land Use Applications are pending final approval.
- 10 Fence Permits were issued in December.
- 0 Temporary RV Permits were issued in December.
- The City received a grant from the State to update our Transportation System Plan and create an Area Plan for the undeveloped land on the north side of the City. Staff and the consultant have begun work on the project.
- The City has also received a State grant for a Housing Needs Analysis (HNA). The consultant has been selected and will begin work soon. The purpose is to ensure that the City has both sufficient residential lands, and the proper mix of types and densities. This project is nearly complete, and a draft report will come before the City Council in the next month or two.
- The Planning Commission last met on January 5th. The next scheduled meeting is January 19th, 2023.

3. ECONOMIC DEVELOPMENT

- Based on feedback from the Council at the June 28th work session, Staff are developing a Request for Proposals (RFP) for the quarry property that will outline all of the City's goals for the property and seek interest from developers for a public-private-partnership with the City. After Staff have finished a draft of the RFP, we will bring it to the Council for review, suggested changes, and, ultimately, approval.
- The Administration, Property, and Finance Committee met with some local property owners in June to discuss vacant buildings. One of the property owners, La Mota, is seeking to collaborate with the City on a project for their buildings that will bring traffic to the area and provide space for entrepreneurs to start businesses. Staff met with them and other property owners and interested parties in August to discuss the project. La Mota is working on some architectural designs. They previously indicated that they would bring some designs back to

City Staff in late September but have not yet supplied any. Staff is continuing to work with them to move the project forward.

4. CODE ENFORCEMENT

- Summary of Actions.

Case Status	December, 2022	November, 2022	2022 YTD	2021 Total	2018-2021 Annual Average
New Complaints	6	9	103	92	84.00
New Officer-Detected Violations	7	6	71	74	74.00
Violations Resolved	3	4	98	166	286.25
Complaints Noted with No Violation Found	3	3	23	16	22.75
Open Cases at End of Period	15	8	73	12	20
Citations	0	0	0	7	4.00
Abatements	0	0	3	1	0.33
Enforcement Type	December, 2022	November, 2022	2022 YTD	2021 Total	2018-2021 Annual Average
Animal	1	5	29	35	46.50
Blight	0	0	0	2	1.25
Illegal Burn	0	0	2	1	1.75
Illegal Dumping	0	0	1	0	0.50
Illegal Parking	0	0	6	11	9.75
Illegal Sign	0	0	0	1	2.75
Junk/Abandoned Vehicle	0	1	16	4	9.00
Minimum Housing	0	0	0	0	3.25
Occupying an RV	3	6	21	26	42.00
Open Storage	4	1	30	31	67.25
Other	2	0	7	11	20.75
Public Nuisance	0	1	6	17	48.5
Public Right-of-way	0	0	0	2	12.75
Tall Grass & Weeds	0	0	51	65	122.75
Vacant Lot	0	0	0	0	0.25

The City's Code Enforcement Officer responds to complaints submitted through the City's website, and actively patrols the City and works to resolve identified code violations.

5. PARKS

- The Park and Tree Committee will meet next on January 18th, 2023.
- Design work is now underway for Phase III of Sankey Park improvements, which focuses on the upper portion of the park.
- Design work is underway for a new park adjacent to City Hall. The Park will include a donated playground structure and dog park.
- A dog park is being constructed at Northside Park. The 6 lots that make up Northside Park have been consolidated into 1 lot, and fencing has been installed. The dog park is open to the public now, but additional improvements are planned, pending budget approval, and a special 'grand opening' event is being planned for Arbor Day in the Spring.

6. OTHER PROJECTS

- Willow Street Neighborhood LID: Staff recently met with representatives of several state agencies at a "one stop" meeting and have a tentative plan for financing that will include a package of both forgivable loans and other loans with very attractive interest rates. Staff have submitted all the initial loan applications and are continuing to supply information to funding agencies to finalize the financing.
- The ODOT Foster Lake Sidewalk Project: Construction is nearly complete. Staff are working with the Railroad and ODOT on a plan to construct the portion that lies under the railroad trestle.
- Staff is working with ODOT on a pedestrian crossing at 22nd Avenue and Main Street. State Funding has been provided, and the project will be completed at little to no cost to the City. This improvement will be combined with an existing ODOT project to replace ADA ramps at intersections on Main Street. Construction on both the overall ramp replacement project and the pedestrian crossing is underway. The concrete has been completed for the crossing. The flashing beacons were installed in late September but were hit by a car and now need to be replaced. The costs of that replacement will not be borne by the City. The Council has approved an amendment to the IGA with ODOT to cover the pedestrian crossing. The crossing is not yet operational but is expected to be fully complete by Spring.
- CEDD Staff have been developing designs for the budgeted City Hall renovation and emergency generator installation. This project has been included in the budget for this fiscal year, and we will be preparing a request for proposals soon.
- CEDD Staff continue to provide key support for the efforts to create a managed homeless facility.

MEMORANDUM



TO: Kelcey Young, City Manager
 FROM: Greg Springman, Public Works Director
 DATE: January 10, 2023
 SUBJECT: Public Works Activities Report – December 2022

This memorandum provides a brief periodic update of specific projects, WTP/WWTP O&M and Compliance status, and activities performed by the Public Works Department.

This table section summarizes work done on key maintenance activities.

Work Type	December, 2022	November, 2022	2022 YTD	2021	3 Yr Avg
Bathrooms/Garbage	8	9	168	169	503
Catch Basin Inspection/cleaning	0	0	3	6	28
Leaf Collection	548	621	1454	1637	666
Hydrant Flushing	2	0	200	324	302
Locates	6	6	498	491	486
Meter Re-Read	24	6	613	1060	777
Mowing	0	0	117	40	84
Playground EQ Inspection	0	3	68	49	56
Pothole Repair	45	18	416	514	597
Sewer CCTV Miles	0	0	0.40	0.16	2.48
Street Sweeping Miles	84	216	1180	893	2374
Water Main Repair	0	0	11	9	10
Water Service Repair	0	1	38	20	41
Water Turn Ons/Offs	27	17	568	677	877
Total Completed Work Orders	620	467	6790	6050	6973

WWTP and WTP Key Performance Indicators (KPIs)

	November, 2022	October, 2022	2022 YTD	2021	5 Yr Avg
Potable					
MG Treated	28.01	29.83	320.41	363.99	406.97
Backwash Water in MG	2.00	0.81	14.74	30.07	19.92
Ave daily demand in MG	0.93	0.96	0.96	1.00	1.12
Sanitary					
MG Treated	45.59	22.14	609.09	641.31	586.99
Max Daily Flow in MG	2.81	1.04	6.01	5.89	6.08
Average Flow in MG	1.52	0.71	1.82	1.76	1.61

MG is Million Gallons

Note: Sweet Home Wastewater treatment plant experienced 0 exceedances for the month of November 2022.

Current & Upcoming Projects

Small Diameter Water Main Replacement

Scope: Engineer of Record and Staff has identified aged water mains throughout the 54 miles of water distribution system. Staff and West Yost will take a phase approach to replace the 5 miles of small diameter water mains.

Status: Project RFP bids from Contractors have been submitted. Staff awarded Project in September 2022. Pre-Construction occurred in October 2022.

Pleasant Valley Bridge Water Main Repair

Scope: Pac Excavation to repair a broken 12" water main, replace 22 pipe hangers, and provide additional supports inside Pleasant Valley Bridge.

Status: Pac Excavation repaired the water main in August, 2022. Project completed

Water Master Plan – West Yost

Scope: Develop Water Master Plan to support development.

Status: Water Master Plan is scheduled for completion in March 2023. West Yost working on final draft of the Water Master Plan.

Stormwater Master Plan – West Yost

Scope: Develop Stormwater Master Plan to support development

Status: Stormwater Master Plan is scheduled for completion in June 2023. Staff will provide updates as necessary.

Backwash Pump Evaluation – West Yost

Scope: Install backwash pump, utilizing the clearwell for filter backwashes and the corresponding effects on the distribution system and treatment.

Status: Project awarded to Pacific Excavation. Backwash pump has been back ordered, projected arrival date was changed from November 2022, until May 2023 due to back ordering from vendor. Project on schedule, other than the arrival of the backwash pump.

Finished Water Pump VFD Evaluation – West Yost

Scope: Evaluate feasibility to add a Variable Frequency Drive (VFD) to the current finish water pumps to maintain a constant level in clearwell to help facilitate backwash pumping.

Status: Project awarded to Pacific Excavation, with VFD installation coordinated with The Automation Group (TAG). Projected pump arrival date was changed from November 2022, until May 2023 due to back ordering from vendor.

Fluoride at WTP

Scope: Fluoride system at WTP has failed/End of life budgeted for replacement this FY23.

Status: PW Staff ordered replacement parts. Replacement parts have been received by TAG and will be programmed prior to installation.

Water Meter Modernization

Scope: Replace water meters through the entire water distribution system.

Status: Public Works staff purchased 3000 Kamstrup Smart Ultrasonic water meters. Public Works staff has installed 2600 meters to date, project is 85% complete.

Wastewater Filter Belt Press

Scope: Filter Belt Press was installed in approx. 1974 and is an operational and financial challenge to keep operating, looking to prepurchase new dewatering equipment for the wastewater treatment plant as part of the upgrade project.

Status: PW staff currently working with Engineer of Record to confirm sizing of dewatering equipment.

MEMORANDUM



TO: CITY COUNCIL
FROM: Greg Springman, Steven Haney and Trish Rice
Public Works
DATE: January 4, 2023
SUBJECT: Mahler WRF Project Update

Public Works staff and our engineering consultant West Yost would like to keep City Council updated on the Mahler WRF Upgrades Project. This update will be provided on a monthly basis and contains the following sections:

- Section 1. Project Overview and Current Status
- Section 2. Project Schedule Update & City Council Engagement
- Section 3. Project Budget Status Update
- Section 4. Updates on Key Issues

1. PROJECT OVERVIEW AND CURRENT STATUS

Bids for the MWRF Phase 1 Improvements Project were over 25% above the Engineer's Estimate and the contract was cancelled. Staff propose the following approach for project phasing and construction:

MWRF Interim Improvements Project (MWRF IIP)

Work on the MWRF IIP is progressing as fast as possible. Three separate bid packages have now been advertised, with buds due January 10, 2023 at 2P. The bid packages are summarized as follows:

Package 1 - Owner-Supplied Electrical Equipment Pre-Purchase: Standby Generator and Main Switchboard to be procured by The Automation Group as the City's Integrator-of-Record.

Package 2 - Owner-Supplied Dewatering Equipment Bid Documents: The City will pre-purchase a new screwpress solids dewatering system that will initially be located near the existing Solids Building before ultimately being relocated to the Dewatering Building as part of the major MWRF expansion.

Package 3 – Sludge Blend Tank Design-Build Bid Documents: The City will hire a Design-Build Contractor to install a new 100,000 gallon concrete tank that will be used to store solids in the near-term that will also be utilized as the sludge blend tank as part of the MWRF expansion.

Staff and Engineers are also proceeding with final design for other civil site work, mechanical and electrical upgrades required to install and connect the dewatering screw press and new 100,000 gallon concrete tank. Following is the current schedule for the MWRF

- **Completion of Draft Contract Documents:** Jan. 19, 2023
- **Bidding:** Jan. 25, 2023 – Feb. 16, 2023
- **City Council Bid Award and Contracts Approval:** Feb. 28, 2023
- **MWRF IIP Construction Start:** March 2, 2023
- **MWRF IIP Substantial Completion:** June 2023

MWRF Improvements Project

West Yost's design team is currently working at a feverish pace to complete 60% design of the MWRF Improvements Project, which is the major MWRF expansion and separate from the MWRF IIP. The most Engineer's Opinion of Probable Construction Cost (OPCC) for the MWRF Improvements Project is **\$56,813,000**. Staff are working on securing the additional funding needed to construct the project.

2. PROJECT SCHEDULE UPDATE & CITY COUNCIL ENGAGEMENT

Below is the current project schedule for the MWRF IIP and larger MWRF Improvements Project.

	2022			2023				2024	2025	2026	
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1 – Q4	Q1 – Q4	Q1 – Q4	
MWRF Interim Impr. Project (IIP)											
MWRF Impr. Project											
	Planning & Design			Bidding & Contracts				Construction			

Following are current Requests for Council Actions (RCA):

Upcoming Requests for Council Action (RCA) are summarized in this section to give City Council advance notice of anticipated City Council engagement related to the MWRF Improvements Project.

January 24 City Council Meeting Requests for Council Action:

If recommended by Staff, the Recommendations of Award for the MWRF IIP contracts will be presented to City Council by Staff, including:

1. Owner-Supplied Electrical Equipment Pre-Purchase Contract Documents
2. Owner-Supplied Dewatering Equipment Contract Documents
3. Sludge Blend Tank Design-Build Bid Contract Documents

February 14 City Council Meeting Requests for Council Action:

West Yost contract amendment for engineering services to complete Final Design and Bidding for the MWRF Improvements Project.

February 28 City Council Meeting Requests for Council Action:

If recommended by Staff, the Recommendations of Award for the MWRF Interim Improvements Project civil and site work for installation of pre-purchased equipment and associated improvements.

Future City Council Requests for Council Action:

Future City Council engagement and Requests for Council Action are anticipated as follows:

- 3rd Party Special Inspections and Testing Services Contract Award – RCA timing TBD
- Electronic Construction Document Control System Contract Award – RCA timing TBD
- MWRF Improvements Project Bid Award – RCA timing TBD

3. PROJECT BUDGET STATUS UPDATE

The following budget status updates provide a high-level review of contract amounts and expenditures for engineering services, Owner-supplied electrical equipment, Construction, 3rd Party Special Inspections and Testing, and the Electronic Construction Document Control System.

a. Construction

No current update. Bid solicitations for three MWRF IIP pre-purchase packages have been advertised, with bids due on January 10th. Staff anticipated advertising for bids for associates MWRF IIP civil and site improvements this month with City Council award in February.

b. Owner-Supplied Electrical Equipment

Bids for Owner-Supplied Electrical Equipment will be received by TAG on January 10, 2023.

c. 3rd Party Special Inspections and Testing Services

Budget status updates for 3rd Party Special Inspections and testing will be provided once construction activities begin.

d. Electronic Construction Document Control System (ECDCS)

Budget status updates for ECDCS will be provided once construction activities begin.

e. Engineering Services

West Yost anticipates completing 60% final design for the MWRF Improvements Project in January 2023. A letter proposal will be submitted in February 2023 to complete final design and bidding for the project.

Firm	Dates	Purpose	Contract Amount	% Complete
Murraysmith ⁽¹⁾	2018 – 2021	Preliminary and Final Design	\$2,134,373	100%
West Yost	Jul 2021	Final Design Review	\$66,224	100%
West Yost ⁽²⁾	Aug 2021 – present	Project Planning, Permitting, Preliminary and Final Design	\$3,428,335	89%
West Yost ⁽³⁾	Oct. 2023 thru Oct. 2026	Engineering Services During Construction (ESDC)	\$879,670	0%

(1) Contract Amount listed is actual amount paid to Murraysmith by City. This amount is being confirmed.

(2) West Yost's current Mahler WRF design contract is for completion of Phase 1 final design and Phase 2 60% Design. It is anticipated a contract for completing MWRF Improvements Project final design will be executed in Q1 2023.

(3) West Yost's current Mahler WRF Engineering Services During Construction (ESDC) contract was for Phase 1 construction. If authorized, a portion of this current contract will be used for MWRF IIP ESDC. The balance would be used for initial ESDC on the larger MWRF Improvements Project.

4. UPDATES ON KEY ISSUES

- **Preliminary Engineering Report (PER) Update.** Concurrent with design of the MWRF IIP and completion of 60% final design for the MWRF Improvements project, West Yost's team is also working on updating the Preliminary Engineering Report (PER) required for obtaining USDA funding for the project. The PER will be submitted to USDA and Oregon DEQ for review and approval. This PER update will incorporate the recently updated construction cost estimate (Engineers OPCC).
- **Outfall Permitting and "Crosscutters".** West Yost is working with Pacific Habitat to begin work on the Environmental Assessment (EA) and Biological Assessment (BA) required for the project, assuming a new South Santiam River outfall will be installed as part of the project.
- **MWRF Improvements Project Funding.** Staff are now meeting on a monthly basis with representatives from USDA, DEQ and Business Oregon to discuss project funding. The DEQ Regional Solutions Team (RST) is also engaged on the project and in these meetings.
- **Current MWRF Permit Compliance Issues.** The MWRF continues to struggle with permit compliance. It is anticipated the MWRF IIP will help process solids and help improve treatment plant performance. Staff continue to monitor for illicit discharges to the City's sanitary sewer system.
- **Expenditure of Oregon Legislature Funding.** MWRF IIP bids for three equipment pre-purchase packages are due January 10, 2023. Design for installation of the pre-purchased equipment will be completed in January for bidding. The MWRF IIP and continuing engineering services for the larger MWRF expansion are anticipated to utilize the \$7M in grant funding awarded to the City by the Oregon Legislature and required to be spent by June 30, 2023.

Cc: Dept. Heads

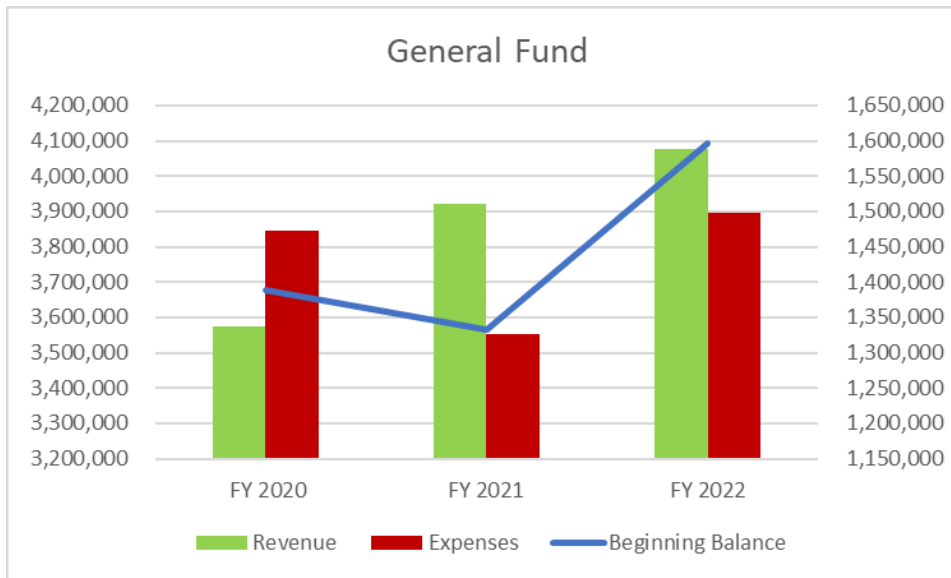
Sweet Home Oregon – Year End Summary Report for 2022 & Previous Years

Unaudited Results

Major Items to Note:

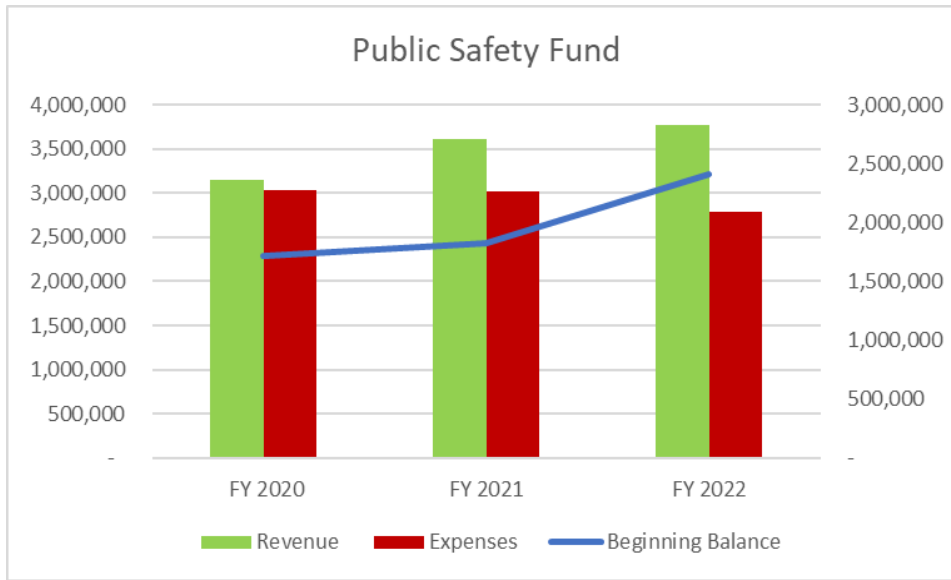
- Don't hesitate to ask questions!
- This report includes an entire Fund Structure change. Many funds changed, some funds went away, others were combined. Staff will review these fund structure changes in more detail during our supplemental budget hearing at our next meeting for the 2022/2023 fiscal year update.

General Fund



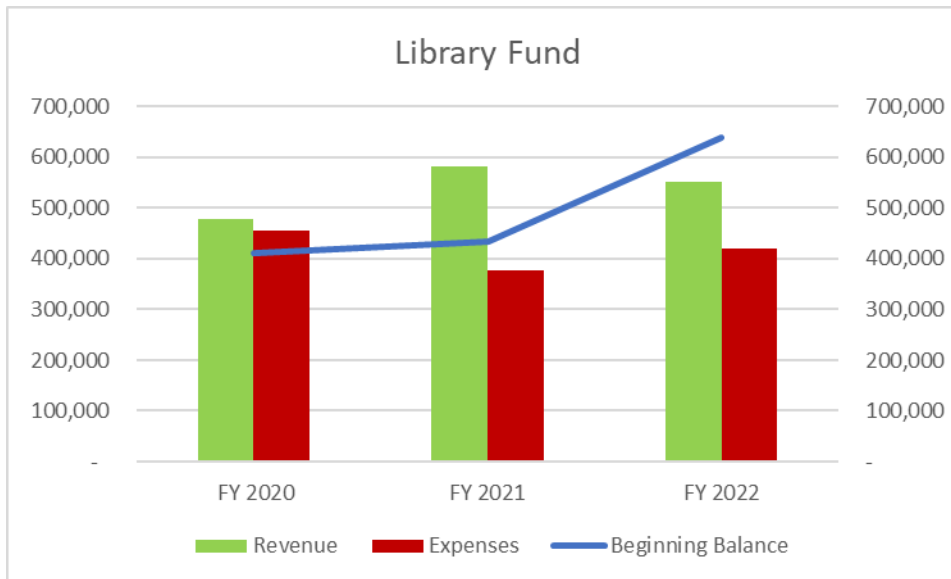
In FY 2020 (COVID times), the city saw additional expenses and limited revenue. Overall in FY 2020, the city's General Fund spent about \$270k more than it brought in with revenue. As a result, the ending fund balance (blue line) goes down in the next year. In FY 2021, there appeared to be a bounce back in revenue and a reduction in expenses. This reduction in expenses is why the beginning fund balance in FY 2022 rose to the levels we see in the chart above. For FY 2023, the unaudited beginning fund balance will be \$1.78 million.

Public Safety Fund



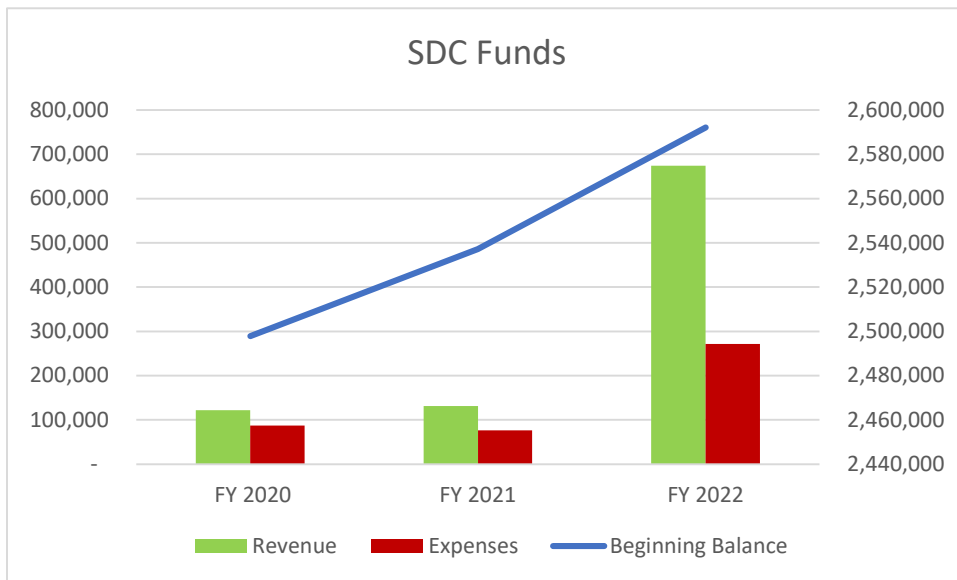
Overall, the Public Safety Fund is in a healthy time and over the last 3 years, revenue has exceeded expenses. For FY 2023, the unaudited beginning fund balance will be \$3.4 Million.

Public Library Fund



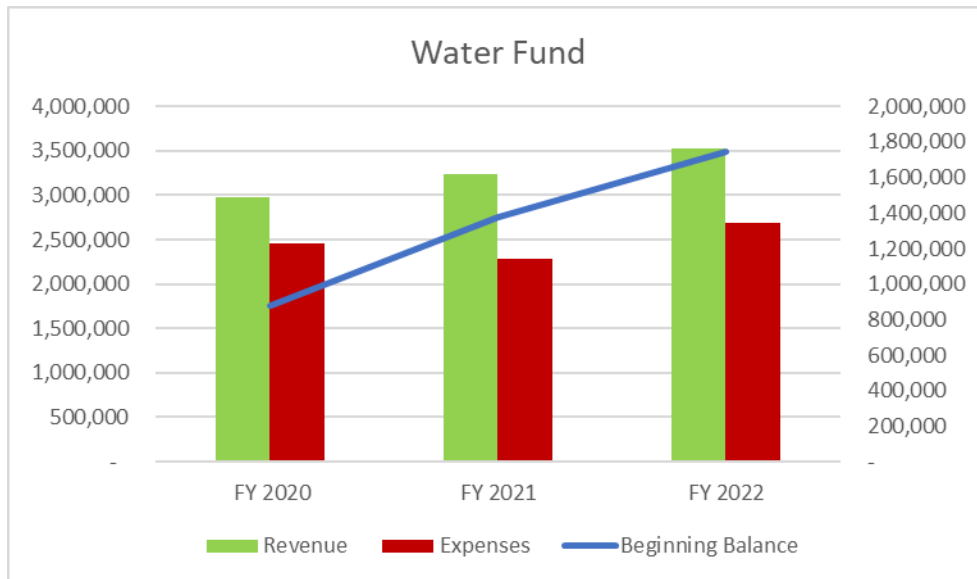
Overall, the public library is health as well. Over the past three years you can see that revenue has been over expenses, increasing fund balance over the past couple of years. For FY 2023, the unaudited beginning fund balance will be \$770k.

SDC Funds (Water, Sewer, Storm, Transportation & Parks)



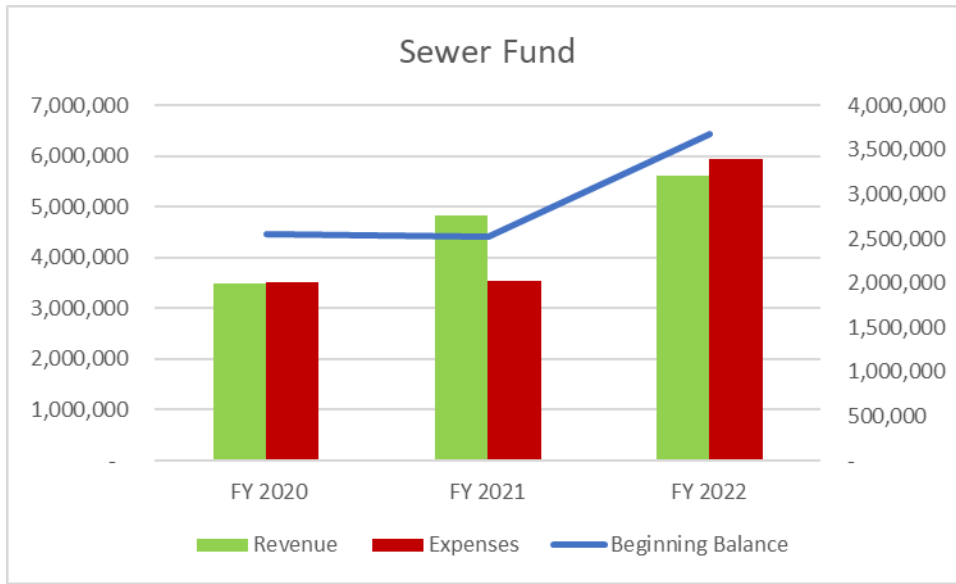
This past FY 2022 has seen a fantastic growth in SDC revenue, as shown in the graph.

Water Fund



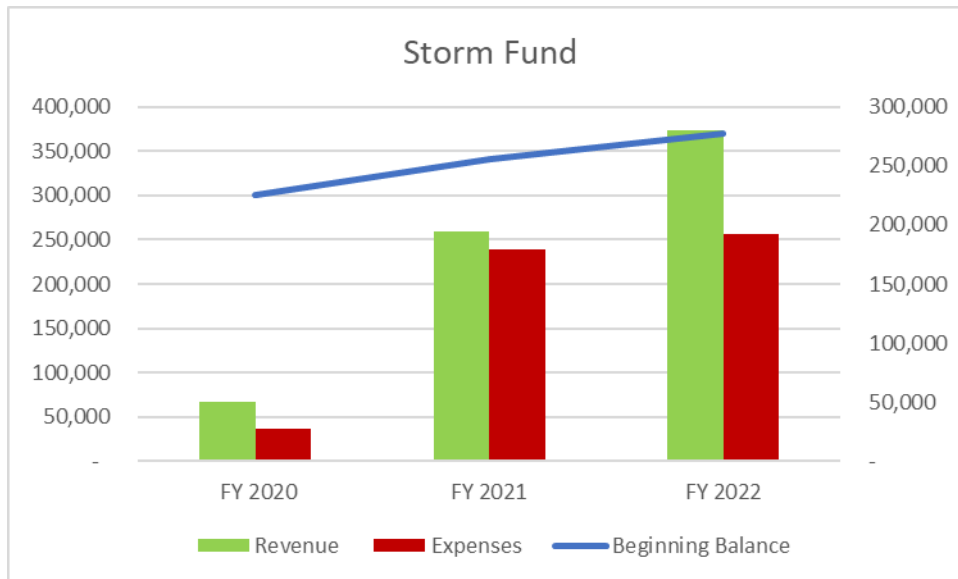
The Water Fund appears healthy with revenue exceeding expenses over the last 3 years. The beginning fund balance for FY 2023 is estimated to be \$2.5 million.

Sewer Fund



The Sewer Fund appears healthy with revenue exceeding expenses in FY 2020 and 2021. For FY 2023, the beginning fund balance is anticipated to be around \$3.3 Million.

Storm Fund



Storm Fund is healthy with revenue exceeding expenses over the past 3 years. The beginning fund balance for FY 2023 is estimated to be \$390k.

Other Funds Information

- Community Center Fund (new fund 203) will have about \$11k in beginning fund balance for FY 2023.
- Transportation Fund (new fund 206) will have about \$743k in beginning fund balance, however \$500k of that balance is earmarked for an ODOT pedestrian project.
- The Path Program (within the new Community Enhancement Fund 207) will have about \$930k in beginning fund balance for FY 2023.
- The Economic Development Fund (new fund 760) will have about \$255k in beginning fund balance for FY 2023.
- The Reserve Fund (new fund 770) will have about \$760k in beginning fund balance for FY 2023.

Future Considerations

- Future quarterly financial reports will look similar but with more detail and reports from Springbrook Software and will focus more directly on the current fiscal year (actuals vs adopted budget).
- Updated Master Plans for Enterprise (Water, Sewer, Storm, Streets, and Parks). Can be paid by SDC Funds.
- Updating Utility Rates. Can be paid by SDC Funds.
- Updating SDC Rates. Can be paid by SDC Funds.