



CITY OF SWEET HOME CITY COUNCIL AGENDA *REVISED

March 23, 2021, 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 Council will hold a Regular City Council meeting at 6:30 p.m. in the City Council Chambers at City Hall, 3225 Main Street. Individuals attending public meetings in person will be required to maintain appropriate social distancing, (6-ft.) and be free of symptoms related to COVID-19. The City of Sweet Home City Council 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 City Council meeting live, online visit live.sweethomeor.gov. If you don't have access to the internet you can call in to 541-367-5128 and you'll be asked to choose option #1 to be logged in to the call. Meeting ID: 226 531 982#

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon public meeting law, and has been approved by the Mayor as Chairperson of the meeting.

Cell phones should not be used in the Council Chambers by city staff or Council during this meeting for any reason, including text messages, emails, or phone calls. If a member of the public needs to utilize their cell phone for a call, please exit the Council Chambers.

Call to Order and Pledge of Allegiance

Roll Call

Consent Agenda:

Approval of Minutes:

- a) [2021-03-09 City Council Minutes \(pg. 3\)](#)

Recognition of Visitors and Hearing of Petitions:

Old Business:

- a) [Request for Council Action - System Development Charge Fee Schedule \(pg. 8\)](#)
- b) [Discussion Only - Debt Issuance for Capital Projects \(pg. 22\)](#)

New Business:

- a) [Information Only - Partnership with AMERESCO for Replacing City Streetlights \(pg. 24\)](#)

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.

- b) [Request for Council Action - 2021 Overlay Project Bid Posting \(pg. 49\)](#)
- c) [Request for Council Action - Surface Transportation Block Grant: Fund Exchange Program \(pg. 88\)](#)
- d) [Information Only - Stormwater TMDL Implementation Plan \(pg. 112\)](#)
- e) [Information Only - WWTP Upgrade Project Updated Schedule \(pg. 128\)](#)
- f) [April 2021 Child Abuse Prevention and Awareness Proclamation \(pg. 129\)](#)
- g) [Request for Council Action - Resolution No 11 for 2021 - Sweet Home Public Library Policy Manual \(pg. 130\)](#)

Ordinance Bills

Request for Council Action and First Reading of Ordinance Bills

Second Reading of Ordinance Bills

Third Reading of Ordinance Bills (Roll Call Vote Required)

Reports of Committees:

Ad Hoc Committee on Health

Administrative and Finance/Property

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

Reports of City Officials:

Mayor's Report

City Manager's Report

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

Finance Director

- a) [February 2021 Monthly Report \(pg. 205\)](#)

Police Chief

- a) [Police Department Monthly Report \(pg. 214\)](#)

City Attorney

Council Business for Good of the Order

Adjournment



CITY OF SWEET HOME CITY COUNCIL MINUTES

March 09, 2021, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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Mission Statement

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Meeting Information

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Call to Order and Pledge of Allegiance

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

Mayor Maher announced the passing of County Commissioner John Lindsey and asked for a Moment of Silence to honor the past commissioner.

Roll Call

PRESENT

Mayor Mahler
Councilor Gerson
Councilor Trask
Councilor Gourley
Councilor Coleman

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.

Councilor Sanchez
Councilor Richards (Absent)

STAFF

City Manager Ray Towry
Finance Director Brandon Neish
Administrative Assistant Julie Fisher
Communications Specialist Lagea Mull
City Attorney Robert Snyder
Public Works Director Greg Springman
Community and Economic Development Director Blair Larsen
Police Chief Jeff Lynn

MEDIA

Benny Westcott, The New Era

Motion to approve Councilor Richard's absence made by Councilor Trask, Seconded by President Pro Tem Gerson.

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

Consent Agenda:

- a) Request for Council Action – Appointment to the Charter Review Committee

Motion to approve the consent agenda made by President Pro Tem Gerson, Seconded by Councilor Coleman.

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

Absent: Councilor Richards

Approval of Minutes:

- a) 2021-02-23 City Council Meeting Minutes

Recognition of Visitors and Hearing of Petitions:

Josh Victor, 44004 Wiley Creek stated he owns 32 of the 58 properties in the Willow Street LID project and initiated the LID, obtaining all the signatures from the surrounding property owners. Cost were unknown at the time of initiation. He is in favor of the LID solutions and willing to forfeit any personal savings to his properties to lessen the burden on the neighbors.

Old Business:

None

New Business:

- a) Status update on City Engineer projects

Preston VanMeter, Engineer of Record from West Yost Engineering . Updates on all current projects (6 task orders). Water Treatment Plant projects included hypochlorite conversion, and finish water pump and backwash pumping project, and a new standby generator in partnership with pacific power.

Other projects included the AWA Risk and Resiliency Assessment, 2021 Street Overlay Projects, small diameter water main replacement, Sankey Park Bandstand rehabilitation, fluoride system evaluation, and a regional biosolids composting facility feasibility study.

- b) Request for Council Action - Resolution No. 7 for 2021 - System Development Charge Methodology
- Motion to approve Resolution No. 7 for 2021- System Development Charge Methodology made by President Pro Tem Gerson, Seconded by Councilor Trask.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez
Absent: Councilor Richards
- c) Request for Council Action - Resolution No. 8 for 2021- System Development Charge Capital Projects List
- Motion to approve Resolution No. 8 for 2021- System Development Charge Capital Project List made by President Pro Tem Gerson, Seconded by Councilor Coleman.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez
Absent: Councilor Richards
- d) Request for Council Action - Resolution No. 9 for 2021 - System Development Charge Fee Schedule
- Discussion ensued regarding the Fee Schedule for System Development Charges. Council by consensus, directed staff to adjust the increases from a period of five years down to three years. Staff will return with Resolution No. 3 for 2021 with revisions.
- e) Request for Council Action - Resolution No. 10 for 2021 - Disposal of City Vehicles
- Motion to approve Resolution No. 10 for 2021 - Disposal of City Vehicles made by Councilor Coleman, Seconded by Councilor Trask.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez
Absent: Councilor Richards

Ordinance Bills

Request for Council Action and First Reading of Ordinance Bills

None

Second Reading of Ordinance Bills

None

Third Reading of Ordinance Bills (Roll Call Vote Required)

- a) Ordinance No. 2 for 2021 - Ordinance No. 1294 - Sweet Home Ordinance Pertaining to System Development Fees (pg. 80)
- Ordinance No. 2 for 2021 - Ordinance No. 1294 - Sweet Home Ordinance Pertaining to System Development Fees was read for the third and final reading by title only.
- Motion to approve Ordinance No. 2 for 2021 - Ordinance No. 1294 was made by Councilor Coleman, Seconded by President Pro Tem Gerson.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez
Absent: Councilor Richards

Reports of Committees:

Administrative and Finance/Property

Park and Tree Committee

Library Advisory Board

Youth Advisory Council

Chamber of Commerce

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Council of Governments

Area Commission on Transportation

Solid Waste Advisory Council

Ad Hoc Committee on Health

Legislative Committee

Reports of City Officials:

Mayor's Report

No Report

City Manager's Report

City Manager Ray Towry reported the Library Director position has been posted. The job description and recruitment announcement was reviewed by the State Librarian's office who stated the timing is good and the results from the levy will benefit the recruitment pool. The State Librarian's office also stated the wages and benefits are good and will aid the recruitment. City Manager Towry asked if any of the Councilors would like to participate in the interviews.

City Manager Towry gave an update on the Local Improvement District in the Willow Street neighborhood. He reported he and the Mayor met a concerned homeowner who spoke during the Public Hearing. Staff is working to make the LID more feasible for all parties.

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

Library Services Director

Community and Economic Development Director

- a) Community and Economic Development Department - February 2021 (pg. 97)

A written report was included from the Community and Economic Development Department. There were no questions from Council.

Public Works Director

- a) Public Works Department Monthly Report of Activities - February 2021 (pg. 102)

A written report from Public Works was included in the packet. There were no questions from Council.

City Attorney

No Report

Council Business for Good of the Order

Finance Director Neish reported shut off day is tomorrow.

- a) Revised Willamette Basin Mercury Total Maximum Daily Levels - DEQ Letter to Council (pg, 105)

A letter from DEQ was included in the packet. City Manager Towry stated staff is working to gain additional information regarding the letter and what it means to Sweet Home. He will report back to Council.

Adjournment

The meeting adjourned at 7:56 PM

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: System Development Charge Fee Schedule

Preferred Agenda: March 23, 2021

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Ray Towry, City Manager

Type of Action: Resolution X Motion Roll Call Other

Relevant Code/Policy: SHMC Chapter 13.12: Water and Sewer Hookup Fees and System Development Charges

Towards Council Goal: Aspiration III: Viable and Sustainable Infrastructure; Goal 1: Infrastructure

Attachments: Resolution No. 9 for 2021, Adopting a Fee Schedule for System Development Charges
3-Year Exhibit A Sweet Home SDC Fee Schedules
4-Year Exhibit A Sweet Home SDC Fee Schedules

Purpose of this RCA:

The purpose of this RCA is to adopt a System Development Charge Fee Schedule.

Background/Context:

System Development Charges (SDCs) are fees assessed on new development to pay for the new development's use of the capacity of City infrastructure. SDCs are highly regulated under state law. The City's current System Development Charges amount to \$1,839 per single family home, and only pay for water and wastewater infrastructure. Sweet Home's fees are among the lowest in the State and have not changed since 2005. Since August 2019, the City has been working to update its SDCs in order to treat current ratepayers and residents fairly and obtain the revenue necessary to maintain our infrastructure's capacity and meet the demands of new development.

At the October 27th, 2021 City Council Meeting, the Council indicated a target overall SDC for a single-family home of \$15,000, which should be reached by making equal annual adjustments over a 5-year period.

On February 9th, 2021, a public hearing was held to review the proposed System Development Charge Methodology. The City's SDC consultant and City Staff answered questions from the Council and the public about the methodology. There were no public comments in opposition to the proposed SDC Methodology.

At the February 9th City Council meeting, an amended SDC Ordinance was presented to, and approved by the City Council. The third and final reading of that ordinance will take place at the March 9th meeting, and the ordinance will take effect April 8, 2021.

The next step is to adopt a revised System Development Charge Methodology, Capital Improvement List, and Rate Schedule, each by resolution.

A Fee Schedule is a required part of SDCs. The Fee Schedule is used to allocate the appropriate charges to new development, based on use.

The Challenge/Problem:

How does the City update its System Development Charge Ordinance to better meet the City's goals and service citizens' interests?

Stakeholders:

- Sweet Home Residents – Residents deserve well-maintained City infrastructure that meets their needs and improves their quality of life. Residents also deserve not to have the infrastructure capacity they have paid for given away without compensation.
- Property Developers – Developers build where there is adequate infrastructure capacity, a market for their developments, and where they can make a profit. SDCs that continue to provide infrastructure but are not so high as to remove the ability to make a profit, serve the combined interests of developers and residents.
- Sweet Home City Council – The City Council has a goal to provide viable and sustainable infrastructure that serves development and improves residents' quality of life.
- Sweet Home City Staff—City Staff have an interest in ordinances that empower them to meet the Council's goals.

Issues and Financial Impacts:

This fee schedule includes major changes to the City's System Development Charges. The current SDC charged on a single-family home, for water and wastewater only, is \$1,839.

The maximum SDC possible for a single-family home under the proposed methodology is \$19,879. Any fee over \$19,879 would require changes to the Capital Projects List, and a public comment period. But the Council is free to set rates at or below that ceiling. In accordance with the methodology and the City's ordinance, these rates are subject to annual inflationary adjustments.

The Council previously directed Staff to submit a proposal to raise the rates over a 5-year period to \$15,000, which is less than the maximum amount using the Proposed Methodology. This Proposed SDC Fee Schedule would increase the current SDC charges from \$1,839 to \$4,472 as of July 1, 2021; \$7,105 as of July 1, 2022; \$9,735 as of July 1, 2023; \$12,368 as of July 2024; and \$15,000 as of July 1, 2025. SDCs for all other uses are prorated accordingly. These rates would all be adjusted prior to their effective date for inflation.

Elements of a Stable Solution:

A stable solution includes approval of a resolution adopting a Systems Development Charge Fee Schedule.

Update for March 23, 2021:

At the March 9th Council Meeting, the Council by consensus instructed staff to recalculate the proposed SDC Fee Schedule to reflect a 3-year ramp up to the target rate, rather than the 5-year ramp up that was presented at that time. Based on the Council discussion at the March 9th meeting, staff felt it prudent to include in this RCA both a 3-year and a 4-year schedule.

Options:

1. Do Nothing—The Council could choose to do nothing at this time and adopt no SDC Fee Schedule. This would require the City to use the previous fee schedule.
2. Adopt Resolution No. 9 for 2021, A Resolution Adopting a Fee Schedule for System Development Charges using the 3-year Exhibit A—By adopting the proposed resolution,

City could begin collecting SDCs to help pay for the projects identified in the SDC Capital Projects List, and the target SDC would be reached over a three-year period.

3. *Adopt Resolution No. 9 for 2021, A Resolution Adopting a Fee Schedule for System Development Charges using the 4-year Exhibit A*—By adopting the proposed resolution, City could begin collecting SDCs to help pay for the projects identified in the SDC Capital Projects List, and the target SDC would be reached over a four-year period.
4. *Direct Staff to make Changes to the Proposed Fee Schedule*—The Council may choose to direct Staff to make other changes to the Proposed Fee Schedule and adopt it now or at a later time.

Recommendation:

Staff recommends option 2: *Motion to adopt Resolution No. 9 for 2021, A Resolution Adopting a Fee Schedule for System Development Charges using a the 3-year escalation as indicated in Exhibit A.*

RESOLUTION NO. 9 FOR 2021

A RESOLUTION ADOPTING A FEE SCHEDULE FOR SYSTEM DEVELOPMENT CHARGES

WHEREAS, on March 9, 2021, the Council of the City of Sweet Home adopted Ordinance No. 1294 – Amending Sweet Home Municipal Code Chapter 13.12, System Development Charges (the “Ordinance”), which authorizes the City to assess and collect System Development Charges (“SDCs”); and,

WHEREAS, on March 9, 2021, the Council of the City of Sweet Home adopted Resolution No. 7 for 2021 – Adopting a Methodology for Calculating Systems Development Charges; and,

WHEREAS, the Ordinance allows the City to establish SDC fees necessary to serve future public wastewater, water, transportation, stormwater, and park needs of the residents of the City; and,

WHEREAS, the City incurs costs associated with administering the SDC program; and

WHEREAS, Resolution No. 3 for 2005, A Resolution Setting Systems Development Charges (SDC) and System Development Methodology was repealed by Resolution No. 7 for 2021.

NOW, THEREFORE, the City Council resolves as follows:

Section 1. The City’s System Development Charges shall be imposed at less than the full amount allowed under the adopted Methodology, as shown in Exhibit A, SDC Fee Schedules for Wastewater, Water, Transportation, Stormwater, and Parks.

Section 2. Effective on July 1 of each subsequent year, an annual adjustment to the City’s SDC fees, as set forth in the Methodology, Inflationary Adjustments shall be applied to the adopted SDC Fee Schedule, which is attached as Exhibit A, or thereafter to the then current SDC amounts and the resulting fees imposed.

Section 3. Effective on July 1 of each subsequent year, the Compliance Charge will also be adjusted to reflect current costs by the City of Sweet Home to comply with Oregon Revised Statutes 223.297-314.

Effective Date: This Resolution shall be effective July 1, 2021.

PASSED by the Council and approved by the Mayor, this 23rd day of March, 2021.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

City of Sweet Home
Exhibit "A"
SDC Fee Schedules for
Wastewater, Water, Transportation, Stormwater and Parks

Wastewater

The wastewater SDC is based on the water meter size, and charged per Equivalent Dwelling Unit (EDU), as shown in **Table 1**.

Table 1 Wastewater SDC Schedule

Meter Size	Equivalent EDU¹	Max. Permitted SDC²	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023
3/4"	1	\$5,758	\$1,803	\$3,074	\$4,345
1"	2.5	\$14,394	\$4,508	\$7,685	\$10,861
1 1/2"	5	\$28,788	\$9,016	\$15,369	\$21,722
2"	8	\$46,061	\$14,426	\$24,591	\$34,756
3"	16	\$92,121	\$28,852	\$49,182	\$69,511
4"	25	\$143,939	\$45,081	\$76,846	\$108,611
6"	50	\$287,879	\$90,162	\$153,693	\$217,223
8"	80	\$460,606	\$144,259	\$245,908	\$347,557

¹Equivalencies reflect the hydraulic capacity of each meter size relative to a 5/8" X 3/4" meter (the smallest meter size used to serve residential customers). The City's current standard meter size is 3/4"; however, residential water use is not materially different between 5/8" X 3/4" and 3/4" meters.

²These figures include both the total SDC and Compliance Charges. All figures are based on 2020 dollars and will increase annually based on inflation.

Water

The water SDC is based on the water meter size, and charged per Equivalent Dwelling Unit (EDU), as shown in **Table 2**.

Table 2 Water SDC Schedule

Meter Size	Equivalent EDU¹	Max. Permitted SDC²	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023
3/4"	1	\$7,321	\$2,293	\$3,909	\$5,524
1"	2.5	\$18,304	\$5,733	\$9,772	\$13,812
1 1/2"	5	\$36,607	\$11,465	\$19,544	\$27,622
2"	8	\$58,571	\$18,344	\$31,270	\$44,196
3"	16	\$117,143	\$36,689	\$62,540	\$88,392
4"	25	\$183,035	\$57,326	\$97,719	\$138,112
6"	50	\$366,071	\$114,652	\$195,438	\$276,224
8"	80	\$585,713	\$183,442	\$312,700	\$441,959

¹Equivalencies reflect the hydraulic capacity of each meter size relative to a 5/8" X 3/4" meter (the smallest meter size used to serve residential customers). The City's current standard meter size is 3/4"; however, residential water use is not materially different between 5/8" X 3/4" and 3/4" meters.

²These figures include both the total SDC and Compliance Charges. All figures are based on 2020 dollars and will increase annually based on inflation.

Transportation

The total transportation SDC is based on the transportation activity at the development. **Table 3** details the transportation SDC rates for typical land uses.

Table 3 *Transportation SDC Schedule¹*

ITE Code	Description	Unit of Measure	Max. SDC per Unit ²	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023
110	General Light Industrial	1,000 Gross SF	\$2,053	\$643	\$1,096	\$1,549
130	Industrial Park	1,000 Gross SF	\$1,395	\$437	\$745	\$1,053
140	Manufacturing	1,000 Gross SF	\$1,626	\$509	\$868	\$1,227
150	Warehousing	1,000 Gross SF	\$720	\$226	\$384	\$543
151	Mini-Warehouse	1,000 Gross SF	\$625	\$196	\$334	\$472
170	Utilities	1,000 Gross SF	\$5,479	\$1,716	\$2,925	\$4,134
210	Single Family Dwelling/ Townhome	PER DU	\$3,906	\$1,223	\$2,085	\$2,947
220	Apartments/ Condos	PER DU	\$3,029	\$949	\$1,617	\$2,286
240	Manufactured Housing	PER DU	\$2,069	\$648	\$1,105	\$1,561
251	Senior Housing Detached	PER DU	\$1,767	\$553	\$943	\$1,333
252	Senior Housing Attached	PER DU	\$1,531	\$480	\$817	\$1,155
253	Congregate Care Facility	PER DU	\$836	\$262	\$446	\$631
254	Assisted Living	BEDS	\$1,076	\$337	\$574	\$812
255	Continuing Care	UNITS	\$993	\$311	\$530	\$749
310	Hotel/Motel	PER ROOM	\$3,459	\$1,083	\$1,847	\$2,610
411	Public Park	PER ACRE	\$906	\$284	\$484	\$684
430	Golf Course	HOLES	\$12,572	\$3,937	\$6,712	\$9,486
491	Tennis	PER COURT	\$11,467	\$3,591	\$6,122	\$8,653
495	Community Center	1,000 Gross SF	\$11,926	\$3,735	\$6,367	\$8,999
520	Elementary School	PER STUDENT	\$782	\$245	\$417	\$590
536	Private School (K-12)	PER STUDENT	\$1,026	\$321	\$548	\$774
522	Middle School/ Junior High School	PER STUDENT	\$881	\$276	\$470	\$665
530	High School	PER STUDENT	\$840	\$263	\$448	\$634

ITE Code	Description	Unit of Measure	Max. SDC per Unit ²	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023
540	Junior/ Community College	PER STUDENT	\$476	\$149	\$254	\$359
550	University/ College	PER STUDENT	\$646	\$202	\$345	\$487
560	Place of Worship	1,000 Gross SF	\$2,876	\$901	\$1,535	\$2,170
565	Day Care Center	PER STUDENT	\$745	\$233	\$398	\$562
590	Library	1,000 Gross SF	\$29,815	\$9,338	\$15,918	\$22,497
610	Hospital	1,000 Gross SF	\$4,436	\$1,389	\$2,368	\$3,347
620	Nursing Home	PER BED	\$1,266	\$397	\$676	\$955
630	Clinic	1,000 Gross SF	\$15,791	\$4,946	\$8,430	\$11,915
710	General Office Building	1,000 Gross SF	\$4,031	\$1,262	\$2,152	\$3,042
720	Medical-Dental Office	1,000 Gross SF	\$14,401	\$4,510	\$7,688	\$10,866
730	Government Office	1,000 Gross SF	\$9,348	\$2,928	\$4,991	\$7,054
732	US Post Office	1,000 Gross SF	\$43,012	\$13,471	\$22,963	\$32,455
760	Research & Development Center	1,000 Gross SF	\$4,660	\$1,459	\$2,488	\$3,516
770	Business Park	1,000 Gross SF	\$5,148	\$1,612	\$2,748	\$3,885
812	Building Materials & Lumber Store	1,000 Gross SF	\$7,469	\$2,339	\$3,988	\$5,636
813	Free-Standing Discount Superstore	1,000 Gross SF	\$14,896	\$4,665	\$7,953	\$11,240
816	Hardware/ Paint Store	1,000 Gross SF	\$2,799	\$877	\$1,494	\$2,112
817	Nursery (Garden Center)	1,000 Gross SF	\$28,181	\$8,826	\$15,045	\$21,264
820	Shopping Center/Retail	1,000 Gross SF Leasable Area	\$6,249	\$1,957	\$3,336	\$4,715
841	Automobile Sales	1,000 Gross SF	\$11,521	\$3,608	\$6,151	\$8,693
843	Automobile Parts Sales	1,000 Gross SF	\$13,053	\$4,088	\$6,969	\$9,849
850	Supermarket	1,000 Gross SF	\$11,489	\$3,598	\$6,134	\$8,669
851	Convenience Market	1,000 Gross SF	\$56,779	\$17,783	\$30,313	\$42,843
854	Discount Supermarket	1,000 Gross SF	\$19,178	\$6,006	\$10,239	\$14,471
857	Discount Club	1,000 Gross SF	\$10,897	\$3,413	\$5,818	\$8,222
862	Home Improvement Superstore	1,000 Gross SF	\$7,378	\$2,311	\$3,939	\$5,567
863	Electronics Superstore	1,000 Gross SF	\$10,192	\$3,192	\$5,441	\$7,691
880	Pharmacy/ Drugstore W/Out Drive Thru Window	1,000 Gross SF	\$12,301	\$3,853	\$6,567	\$9,282
881	Pharmacy/ Drugstore with Drive Thru Window	1,000 Gross SF	\$17,165	\$5,376	\$9,164	\$12,952

ITE Code	Description	Unit of Measure	Max. SDC per Unit ²	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023
890	Furniture Store	1,000 Gross SF	\$1,225	\$384	\$654	\$924
912	Drive-In Bank	1,000 Gross SF	\$17,799	\$5,575	\$9,503	\$13,431
931	Quality Restaurant	1,000 Gross SF	\$10,061	\$3,151	\$5,371	\$7,592
932	High Turnover Restaurant	1,000 Gross SF	\$14,391	\$4,507	\$7,683	\$10,859
934	Fast Food Restaurant with Drive-Thru	1,000 Gross SF	\$52,619	\$16,480	\$28,092	\$39,704
937	Coffee/Donut with Drive-Through	1,000 Gross SF	\$37,343	\$11,696	\$19,937	\$28,178
941	Quick Lubrication Vehicle Shop	SERVICE STALL	\$16,553	\$5,184	\$8,837	\$12,490
944	Gasoline/ Service Station	PER VEH.FUEL.POS.	\$16,371	\$5,127	\$8,740	\$12,353
945	Gas/Service Station W/ Convenience Mkt	PER VEH.FUEL.POS.	\$11,047	\$3,460	\$5,898	\$8,336

¹SDCs by Institute of Transportation Engineers (ITE) Code are based on trip rates and adjustments from ITE Trip Generation Manual (10th edition).

Abbreviations:

SF = Square Feet

DU = Dwelling Unit

VEH. FUEL POS. = Vehicle Fueling Position

Stormwater

The stormwater SDC is charged per EDU for both residential and nonresidential uses. The rate is scaled for customers based on **Table 4**.

An EDU is equal to 3,200 square feet of impervious area. Single family residential dwellings will be charged uniformly based on the number of dwelling units. Other developments will be assessed SDCs based on the calculated number of EDUs (total measured impervious area for the development divided by 3,200 square feet).

Table 4

Stormwater SDC Schedule

Development Type	Max. Permitted SDC	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023
Single Family Residential (\$/Dwelling Unit)	\$1,303	\$408	\$696	\$983
Nonresidential (\$/EDU) ¹	\$1,303	\$408	\$696	\$983

¹Equivalent Dwelling Unit = 3,200 SQ FT impervious area

Parks

The Parks SDC is applied to both residential and nonresidential uses. Residential uses are charged per dwelling unit, and nonresidential uses are charged per 1,000 square feet of gross floor area, depending on the type of use, as shown in **Table 5**.

Table 5

Parks SDC Schedule

Development Type	Max. Permitted SDC	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023
Residential (\$/dwelling unit)				
Single-Family	\$408	\$696	\$983	\$1,201
Multifamily	\$408	\$696	\$983	\$666
Mobile Home	\$1,463	\$458	\$781	\$1,104
Nonresidential (\$/1,000 sf gross floor area)				
Office	\$321	\$101	\$171	\$242
Retail	\$225	\$70	\$120	\$170
Industrial & Institutional	\$187	\$59	\$100	\$141
Warehousing	\$61	\$19	\$33	\$46

City of Sweet Home
Exhibit "A"
SDC Fee Schedules for
Wastewater, Water, Transportation, Stormwater and Parks

Wastewater

The wastewater SDC is based on the water meter size, and charged per Equivalent Dwelling Unit (EDU), as shown in **Table 1**.

Table 1 Wastewater SDC Schedule

Meter Size	Equivalent EDU ¹	Max. Permitted SDC ²	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023	Eff. 7/1/2024
3/4"	1	\$5,758	\$1,486	\$2,439	\$3,392	\$4,345
1"	2.5	\$14,394	\$3,714	\$6,096	\$8,479	\$10,861
1 1/2"	5	\$28,788	\$7,428	\$12,193	\$16,958	\$21,722
2"	8	\$46,061	\$11,885	\$19,509	\$27,132	\$34,756
3"	16	\$92,121	\$23,769	\$39,017	\$54,264	\$69,511
4"	25	\$143,939	\$37,140	\$60,964	\$84,787	\$108,611
6"	50	\$287,879	\$74,280	\$121,928	\$169,575	\$217,223
8"	80	\$460,606	\$118,847	\$195,084	\$271,321	\$347,557

¹Equivalencies reflect the hydraulic capacity of each meter size relative to a 5/8" X 3/4" meter (the smallest meter size used to serve residential customers). The City's current standard meter size is 3/4"; however, residential water use is not materially different between 5/8" X 3/4" and 3/4" meters.

²These figures include both the total SDC and Compliance Charges. All figures are based on 2020 dollars and will increase annually based on inflation.

Water

The water SDC is based on the water meter size, and charged per Equivalent Dwelling Unit (EDU), as shown in **Table 2**.

Table 2 Water SDC Schedule

Meter Size	Equivalent EDU ¹	Max. Permitted SDC ²	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023	Eff. 7/1/2024
3/4"	1	\$7,321	\$1,889	\$3,101	\$4,312	\$5,524
1"	2.5	\$18,304	\$4,723	\$7,752	\$10,782	\$13,812
1 1/2"	5	\$36,607	\$9,445	\$15,504	\$21,563	\$27,622
2"	8	\$58,571	\$15,113	\$24,807	\$34,501	\$44,196
3"	16	\$117,143	\$30,226	\$49,614	\$69,003	\$88,392
4"	25	\$183,035	\$47,227	\$77,522	\$107,817	\$138,112
6"	50	\$366,071	\$94,455	\$155,045	\$215,635	\$276,224
8"	80	\$585,713	\$151,128	\$248,071	\$345,015	\$441,959

¹Equivalencies reflect the hydraulic capacity of each meter size relative to a 5/8" X 3/4" meter (the smallest meter size used to serve residential customers). The City's current standard meter size is 3/4"; however, residential water use is not materially different between 5/8" X 3/4" and 3/4" meters.

²These figures include both the total SDC and Compliance Charges. All figures are based on 2020 dollars and will increase annually based on inflation.

Transportation

The total transportation SDC is based on the transportation activity at the development. **Table 3** details the transportation SDC rates for typical land uses.

Table 3 *Transportation SDC Schedule¹*

ITE Code	Description	Unit of Measure	Max. SDC per Unit ²	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023	Eff. 7/1/2024
110	General Light Industrial	1,000 Gross SF	\$2,053	\$530	\$870	\$1,209	\$1,549
130	Industrial Park	1,000 Gross SF	\$1,395	\$360	\$591	\$822	\$1,053
140	Manufacturing	1,000 Gross SF	\$1,626	\$420	\$689	\$958	\$1,227
150	Warehousing	1,000 Gross SF	\$720	\$186	\$305	\$424	\$543
151	Mini-Warehouse	1,000 Gross SF	\$625	\$161	\$265	\$368	\$472
170	Utilities	1,000 Gross SF	\$5,479	\$1,414	\$2,321	\$3,227	\$4,134
210	Single Family Dwelling/ Townhome	PER DU	\$3,906	\$1,008	\$1,654	\$2,301	\$2,947
220	Apartments/ Condos	PER DU	\$3,029	\$782	\$1,283	\$1,784	\$2,286
240	Manufactured Housing	PER DU	\$2,069	\$534	\$876	\$1,219	\$1,561
251	Senior Housing Detached	PER DU	\$1,767	\$456	\$748	\$1,041	\$1,333
252	Senior Housing Attached	PER DU	\$1,531	\$395	\$648	\$902	\$1,155
253	Congregate Care Facility	PER DU	\$836	\$216	\$354	\$492	\$631
254	Assisted Living	BEDS	\$1,076	\$278	\$456	\$634	\$812
255	Continuing Care	UNITS	\$993	\$256	\$421	\$585	\$749
310	Hotel/Motel	PER ROOM	\$3,459	\$893	\$1,465	\$2,038	\$2,610
411	Public Park	PER ACRE	\$906	\$234	\$384	\$534	\$684
430	Golf Course	HOLES	\$12,572	\$3,244	\$5,325	\$7,406	\$9,486
491	Tennis	PER COURT	\$11,467	\$2,959	\$4,857	\$6,755	\$8,653
495	Community Center	1,000 Gross SF	\$11,926	\$3,077	\$5,051	\$7,025	\$8,999
520	Elementary School	PER STUDENT	\$782	\$202	\$331	\$461	\$590
536	Private School (K-12)	PER STUDENT	\$1,026	\$265	\$435	\$604	\$774

ITE Code	Description	Unit of Measure	Max. SDC per Unit ²	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023	Eff. 7/1/2024
522	Middle School/ Junior High School	PER STUDENT	\$881	\$227	\$373	\$519	\$665
530	High School	PER STUDENT	\$840	\$217	\$356	\$495	\$634
540	Junior/ Community College	PER STUDENT	\$476	\$123	\$202	\$280	\$359
550	University/ College	PER STUDENT	\$646	\$167	\$274	\$381	\$487
560	Place of Worship	1,000 Gross SF	\$2,876	\$742	\$1,218	\$1,694	\$2,170
565	Day Care Center	PER STUDENT	\$745	\$192	\$316	\$439	\$562
590	Library	1,000 Gross SF	\$29,815	\$7,693	\$12,628	\$17,563	\$22,497
610	Hospital	1,000 Gross SF	\$4,436	\$1,145	\$1,879	\$2,613	\$3,347
620	Nursing Home	PER BED	\$1,266	\$327	\$536	\$746	\$955
630	Clinic	1,000 Gross SF	\$15,791	\$4,074	\$6,688	\$9,302	\$11,915
710	General Office Building	1,000 Gross SF	\$4,031	\$1,040	\$1,707	\$2,374	\$3,042
720	Medical-Dental Office	1,000 Gross SF	\$14,401	\$3,716	\$6,099	\$8,483	\$10,866
730	Government Office	1,000 Gross SF	\$9,348	\$2,412	\$3,959	\$5,506	\$7,054
732	US Post Office	1,000 Gross SF	\$43,012	\$11,098	\$18,217	\$25,336	\$32,455
760	Research & Development Center	1,000 Gross SF	\$4,660	\$1,202	\$1,974	\$2,745	\$3,516
770	Business Park	1,000 Gross SF	\$5,148	\$1,328	\$2,180	\$3,032	\$3,885
812	Building Materials & Lumber Store	1,000 Gross SF	\$7,469	\$1,927	\$3,163	\$4,400	\$5,636
813	Free-Standing Discount Superstore	1,000 Gross SF	\$14,896	\$3,844	\$6,309	\$8,775	\$11,240
816	Hardware/ Paint Store	1,000 Gross SF	\$2,799	\$722	\$1,185	\$1,649	\$2,112
817	Nursery (Garden Center)	1,000 Gross SF	\$28,181	\$7,271	\$11,936	\$16,600	\$21,264
820	Shopping Center/Retail	1,000 Gross SF Leasable Area	\$6,249	\$1,612	\$2,647	\$3,681	\$4,715
841	Automobile Sales	1,000 Gross SF	\$11,521	\$2,973	\$4,880	\$6,786	\$8,693
843	Automobile Parts Sales	1,000 Gross SF	\$13,053	\$3,368	\$5,528	\$7,689	\$9,849
850	Supermarket	1,000 Gross SF	\$11,489	\$2,964	\$4,866	\$6,768	\$8,669
851	Convenience Market	1,000 Gross SF	\$56,779	\$14,650	\$24,048	\$33,446	\$42,843
854	Discount Supermarket	1,000 Gross SF	\$19,178	\$4,948	\$8,123	\$11,297	\$14,471
857	Discount Club	1,000 Gross SF	\$10,897	\$2,812	\$4,615	\$6,419	\$8,222

ITE Code	Description	Unit of Measure	Max. SDC per Unit ²	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023	Eff. 7/1/2024
862	Home Improvement Superstore	1,000 Gross SF	\$7,378	\$1,904	\$3,125	\$4,346	\$5,567
863	Electronics Superstore	1,000 Gross SF	\$10,192	\$2,630	\$4,317	\$6,004	\$7,691
880	Pharmacy/ Drugstore W/Out Drive Thru Window	1,000 Gross SF	\$12,301	\$3,174	\$5,210	\$7,246	\$9,282
881	Pharmacy/ Drugstore with Drive Thru Window	1,000 Gross SF	\$17,165	\$4,429	\$7,270	\$10,111	\$12,952
890	Furniture Store	1,000 Gross SF	\$1,225	\$316	\$519	\$722	\$924
912	Drive-In Bank	1,000 Gross SF	\$17,799	\$4,593	\$7,539	\$10,485	\$13,431
931	Quality Restaurant	1,000 Gross SF	\$10,061	\$2,596	\$4,261	\$5,926	\$7,592
932	High Turnover Restaurant	1,000 Gross SF	\$14,391	\$3,713	\$6,095	\$8,477	\$10,859
934	Fast Food Restaurant with Drive-Thru	1,000 Gross SF	\$52,619	\$13,577	\$22,286	\$30,995	\$39,704
937	Coffee/Donut with Drive-Through	1,000 Gross SF	\$37,343	\$9,635	\$15,816	\$21,997	\$28,178
941	Quick Lubrication Vehicle Shop	SERVICE STALL	\$16,553	\$4,271	\$7,011	\$9,751	\$12,490
944	Gasoline/ Service Station	PER VEH.FUEL.POS.	\$16,371	\$4,224	\$6,934	\$9,643	\$12,353
945	Gas/Service Station W/ Convenience Mkt	PER VEH.FUEL.POS.	\$11,047	\$2,850	\$4,679	\$6,507	\$8,336

¹SDCs by Institute of Transportation Engineers (ITE) Code are based on trip rates and adjustments from ITE Trip Generation Manual (10th edition).

Abbreviations:

SF = Square Feet

DU = Dwelling Unit

VEH. FUEL POS. = Vehicle Fueling Position

Stormwater

The stormwater SDC is charged per EDU for both residential and nonresidential uses. The rate is scaled for customers based on **Table 4**.

An EDU is equal to 3,200 square feet of impervious area. Single family residential dwellings will be charged uniformly based on the number of dwelling units. Other developments will be assessed SDCs based on the calculated number of EDUs (total measured impervious area for the development divided by 3,200 square feet).

Table 4

Stormwater SDC Schedule

Development Type	Max. Permitted SDC	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023	Eff. 7/1/2024
Single Family Residential (\$/Dwelling Unit)	\$1,303	\$336	\$552	\$768	\$983
Nonresidential (\$/EDU) ¹	\$1,303	\$336	\$552	\$768	\$983

¹Equivalent Dwelling Unit = 3,200 SQ FT impervious area

Parks

The Parks SDC is applied to both residential and nonresidential uses. Residential uses are charged per dwelling unit, and nonresidential uses are charged per 1,000 square feet of gross floor area, depending on the type of use, as shown in **Table 5**.

Table 5

Parks SDC Schedule

Development Type	Max. Permitted SDC	Eff. 7/1/2021	Eff. 7/1/2022	Eff. 7/1/2023	Eff. 7/1/2024
Residential (\$/dwelling unit)					
Single-Family	\$1,591	\$411	\$674	\$937	\$1,201
Multifamily	\$882	\$228	\$374	\$520	\$666
Mobile Home	\$1,463	\$377	\$620	\$862	\$1,104
Nonresidential (\$/1,000 sf gross floor area)					
Office	\$321	\$83	\$136	\$189	\$242
Retail	\$225	\$58	\$95	\$133	\$170
Industrial & Institutional	\$187	\$48	\$79	\$110	\$141
Warehousing	\$61	\$16	\$26	\$36	\$46



Finance Department

City of Sweet Home
3225 Main Street
Sweet Home, OR 97386
541-367-5128
Fax 541-367-1215
www.sweethomeor.gov

MEMORANDUM

To: Sweet Home City Council

From: Brandon Neish, Finance Director

RE: Debt Options for Capital Projects

During a City Council Work Session held on February 16, 2021, the Council asked the Finance Department to follow up with options to fund capital projects which included, but was not limited to, incurring additional debt at a low interest rate. While interest rates are currently at historic lows, it is my recommendation that the City Council delay the push to add debt to the City's existing debt portfolio for several reasons, which are presented below.

1. Council will have \$725,000 over the next two years to utilize in the water and wastewater systems resulting from debt refinancing.

The City recently refinanced approximately \$5.7 million in existing debt which was, and is, slated to remain on the books through 2035. The two loans obtained to cover inflow and infiltration expenditures to the wastewater system and the one loan obtained to pay for the existing Water Treatment Plant all included interest rates that exceeded 3.0%. With the recent refinancing, the City was able to secure \$5.8 million at an interest rate of 1.38% which will save utility ratepayers \$766,000 over the next 14 years. Additionally, *the City structured the new debt payments by deferring the principal payments in such a manner that \$725,000 of the \$766,000 total savings will be realized in fiscal years 2022 and 2023.* The savings can then be used to cover capital project costs, or the City Council could opt to return the savings to ratepayers in the form of lower or frozen utility rates. The savings could also be used to incur additional debt to cover capital projects. This option is not recommended given the structure of the new debt (more savings up front) and would likely result in additional utility rate increases in the near future (three years from now).

2. The City agreed it would not incur a debt total over \$10 million when it refinanced the old debt.

When refinancing the existing debt, the City was asked to decide if the new debt would be "bank qualified." Bank qualified issuances reduce the overall costs of debt and in return, the issuer nets .25-.40% less on the interest rates for the debt issued¹. To be bank qualified, the City had to state that it would not incur additional debt which would exceed \$10 million through the end of 2021. By qualifying the new bonds, the City will save utility ratepayers approximately \$125,000 in overall payments on the debt.

3. The City doesn't currently have the capacity to meet debt regulations for incurred debt.

Probably the biggest reason for recommending a delay in increasing the City's debt portfolio is to comply with debt regulations. When obtaining a loan for capital projects, regulations require that 5% of the total principal must be spent within the first six months after issuance and 85% must be spent within the first three years. For illustration purposes, if the City chose to sell \$4 million in bonds, \$200,000 would need to be spent in six months and \$3.4 million would need to be spent within three years. While there is a litany of projects to be completed, the City has not yet finalized

¹ gfoa.org – Bank Qualified Debt

engineered plans to put out for bid to complete these projects. This would make it difficult to meet the necessary timely spending requirements.

4. Federal funding is forthcoming in the American Rescue Plan Act (ARPA).

While considering debt at this present time may not be advisable, another option for capital funding has recently come to light with the passage of the ARPA. Included in the ARPA was funding for local governments (cities and counties). \$19.5 billion was allocated to “smaller jurisdictions” or cities with populations less than 50k. According to the League of Oregon Cities, Sweet Home could receive up to \$2.0 million in funds from the ARPA. The City would be allowed to allocate this funding to replace lost revenue during the COVID-19 (coronavirus) pandemic and/or the funds could be spent on infrastructure for water, sewer and/or broadband. Half of the allocation is scheduled to be distributed 60 days after the passage of the ARPA (it was signed by President Biden in March 2021) and the other half would be distributed the following year (May 2022). All of the funds must be spent by the end of December 2024.

5. Rates have changed and are forecasted to change again to our advantage.

Further complicating matters is the movement of rates in the municipal bond market. In the last 30 days, municipal bond rates have increased an average of .31% for a ten-year bond. Since January, the average rate for a AAA-rated municipal bond has moved from .68% to 1.01% (Sweet Home’s recent bond rating was AA which would yield a slightly higher interest rate on bonds issued). This is still very low given that rates topped at 2.88% just one year ago. However, recent market concerns in regard to inflation have given rise to bond rates as investors seek security from a potentially overpriced equity market. While this certainly will not last, the short-term effect to rates would result in a higher than necessary interest rate for Sweet Home requiring more money annually to make payments.

With the need to plan specific projects prior to going out to the market for bond issuance and potentially rising rates, coupled with the news of funding from the ARPA, it is my recommendation that the City pause the conversation regarding funding capital projects with new debt. I would recommend reviewing the debt options again after staff and the City’s Engineer of Record has developed a priority list with refined cost estimates, we find out more about federal funds from the ARPA, and we realize the \$725,000 debt refinance savings. Delaying the incursion of additional debt would also allow the City to complete the funding package(s) for the Wastewater Treatment Plant and ensure that any new debt would not result in an exponential increase in utility rates that customers cannot afford.



REQUEST FOR COUNCIL ACTION

Title: Contract with AMERESCO for energy services

Preferred Agenda: March 23, 2021

Submitted By: Brandon Neish, Finance Director & Blair Larsen, CED Director

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: SHMC 2.08 Local Contract Review Board, 3.12 Purchasing System

Towards Council Goal: Goal 2.5: Implement Financial Best Practices
Goal 2.6: Implement sound technology to maximize efficiency

Attachments: Summary for Council-City of Sweet Home-Ameresco
Smart LED Street Lighting Solution Sheet
Contract Review Board Rules of Procedure

Purpose of this RCA:

The purpose of this RCA is to present information to the Council regarding an opportunity to convert existing streetlights to LED lights by entering into an agreement with an energy services company.

Background/Context:

The City was recently approached by AMERESCO, an energy services company, with a proposal to review the City's streetlights and determine whether there would be any cost savings by converting the existing infrastructure to LED lights. An initial evaluation completed by AMERESCO using City electricity bills highlighted the potential for \$73,000 in annual cost savings by converting the existing streetlights. Energy Services companies, such as AMERESCO, enter into contracts with organizations to use energy savings to finance efficiency improvements. In this case, the City and AMERESCO would enter into a contract for AMERESCO to convert the City's streetlights to LEDs, in exchange for a portion of the savings for a specified period of time. Staff met with AMERESCO on multiple occasions to flesh out the proposal and ultimately agreed that moving forward would be in the best interest of the City.

AMERESCO has compiled a summary document and PowerPoint which will be presented to the City Council during the March 23, 2021 meeting. The purpose of this presentation is to provide the Council with all of the facts regarding the project and inform the Council of the intent to move ahead with an agreement with AMERESCO, in line with the City's purchasing policies, to complete the transition to LEDs. The City has two options available regarding a contract with AMERESCO. Exemptions included in the Local Contract Review Board Rules of Procedure allow for staff to engage with AMERESCO without obtaining additional quotes for

the work on the basis that AMERESCO is the only provider able to complete this type of work and, an existing contract with the City of Medford allows the City to utilize the “piggy-back” exemption. Both of these exemptions and their application to the current scenario are below.

Throughout the informational sessions with AMERESCO, City staff was informed that AMERESCO is the only contractor with specific agreements with Pacific Power to complete the required work. The City’s streetlights are owned and operated by Pacific Power. The only involvement from the City regarding the lights is the payment of the monthly electricity bill. If a light needs to be replaced, the City notifies Pacific Power but the responsibility to replace bulbs or light posts rests solely with Pacific Power. This is where AMERESCO comes in. Pacific Power does not replace the light fixtures until the light no longer functions. Since AMERESCO is the only group that can perform this work, section 3.6 of the Local Contract Review Board (LCRB) Rules of Procedure applies. Section 3.6 states that an exemption to the state’s purchasing rules exists for “contracts for purchase where there is only one seller.”

The other LCRB exemption that would apply to the selection of AMERESCO is section 3.23. Section 3.23 states that an exemption exists for “contracts for the procurement of goods and services utilizing an existing solicitation or current requirement contract (“the original contract”) for which” a multitude of conditions must be met. The City of Medford, Oregon completed a Request for Proposal process where multiple organizations were able to submit proposals to be evaluated by the City. As part of the procurement process, Medford included a provision that the selected contractor must be willing to partner with other cities using their contractual terms. Per the Medford RFP, “this offer shall be extended to any authorized public agency.”

The Challenge/Problem:

How does the City upgrade streetlights in a cost-effective manner?

Stakeholders:

- Sweet Home Residents – Citizens deserve both well-lighted streets and for their tax dollars to be used efficiently.
- Sweet Home City Council – The Council deserve to be notified of options that can help the City use its funding more efficiently.
- AMERESCO – Energy Services companies make money by helping their customers make efficiency improvements—they are paid out of the resulting savings.

Issues and Financial Impacts:

If a contract is pursued, the City could reduce energy costs for streetlights by an estimated \$73,000 annually at the end of the contract. During the contract, the City would still enjoy a decrease in energy costs.

Elements of a Stable Solution:

A stable solution would result in the City converting streetlights to LED lamps without an initial capital investment.

Options:

1. Do nothing – Instruct staff to refrain from entering into this or similar contracts, and leave streetlights as they are. This would result in the same energy costs that the City currently experiences.
2. Instruct Staff by Council Consensus to enter into a contract with AMERESCO – Under public contracting rules, Staff does not need approval of a contract, so a Consensus of the Council is sufficient to move this project forward.
3. Instruct Staff to research other ways and/or other firms to accomplish the same goal

Recommendation:

Staff recommends option 2: Instruct Staff by Council Consensus to enter into a contract with AMERESCO

City of Sweet Home LED Streetlight Conversion Project

Ameresco, Inc. is a leading independent provider of comprehensive energy efficiency and renewable energy solutions for facilities throughout North America and the United Kingdom, delivering long-term value through innovative systems, strategies, and technologies. Ameresco's solutions range from upgrades to facility's energy infrastructure to the development, construction and operation of renewable energy plants combined with tailored financial solutions. Our team in Oregon has grown significantly over the years and the reason for our success is founded in our long-term commitment to our clients.

A Valued Partnership

Ameresco has a unique agreement with Pacific Power as the only qualified energy services company in Oregon to provide comprehensive LED streetlight conversion services to Cities in their service area.

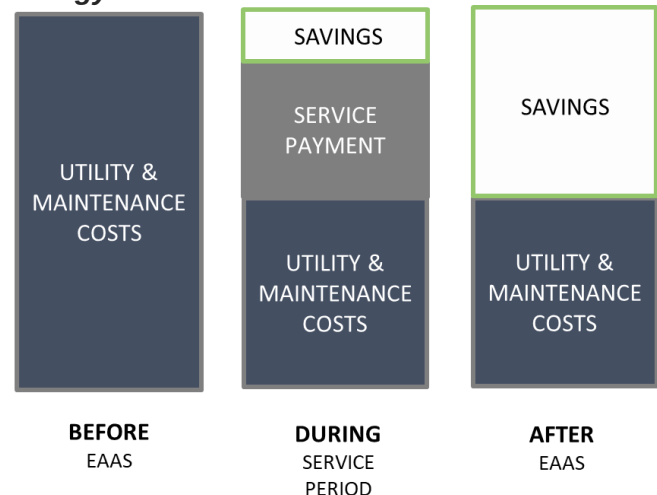
City Council Goals our project plans to address:

- Goal #1 – Infrastructure – Upgrading streetlights improves efficiency and desirable community aesthetic, while lowering costs and achieving more sustainable infrastructure.**
- Goal #2 – Engaging with Ameresco implements a financial “best” practice for revitalizing the City streets.**

Preliminary Findings:

Number of PPL Streetlights	911
Projected 2021 annual utility costs for PPL streetlights	\$151,000*
Projected 2021 annual utility costs for City-owned streetlights	\$5,000
Estimated Annual Utility Savings (w/LED)	\$73,000**
Estimated Incentives	~\$26,000
Estimated Service Period	~7 years

Energy as a Service Model:



* Adjusting for PPL rate change in 2021.

** Does not include \$23,000 reduction due to PPL rate change. Could be used for additional cashflow.

Ameresco's Turnkey Process:

As an energy service company, Ameresco is uniquely qualified to identify, design, implement and finance energy efficiency projects by leveraging the energy savings to use as payments. From our preliminary findings, we have found roughly 50% savings when upgrading streetlights to LEDs. Using that savings, the City of Sweet Home can implement the project without spending capital funds.

Recent Client Partners	Contract Value	Energy Conservation Measures
City of Milwaukie	\$2M	LED Streetlights Conversion, Water Tower Refurb.
City of Medford	\$4M	LED Streetlight Conversion
City of Coos Bay	\$500k	LED Streetlight Conversion
City of Bend	\$3.8M	LED Streetlight Conversion, Solar PV Installation
Oregon Dept. of Transportation	\$18.6M	LED Streetlight Conversion

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Brian Jewett
Associate Account Executive
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Smart LED Street Lighting Solutions

Save Energy Costs with LED Street Lights

When selecting a partner for your lighting project, experience counts. With more than 500,000 LED street lights installed or contracted, Ameresco is the largest non-utility purchaser of LED street lights in the United States¹. We have helped customers across North America convert more than a half million street lights to LED technology and turn old lights into new savings.

Ameresco is not just another lighting vendor. We have an expansive network of best-in-class technology, integration, and data analytics partners. We expertly manage complex projects, in cities and campuses, to deliver measurable results for our clients. As a vendor-neutral provider, Ameresco delivers customized solutions for every project including technology objectively selected to fit each environment and set of client needs.



LED Street Light Project Services

- **Inventory Audit:** Our audits capture both street light and pole characteristics as well as pole spacing and placement, roadway classification, lane configuration, and other lighting application data such as average daily traffic and historic accident data. Ameresco also offers street lighting condition assessments and reconciliation of inventory and billing data.
- **Design Process:** Ameresco's best-in-class GIS-based design process maximizes energy savings and minimizes glare and light trespass. Using audit data, we identify common and critical lighting applications and develop luminaire specifications to ensure your illumination levels are achieved with the lowest possible energy consumption.
- **Light Fixture Selection:** We will evaluate options from a variety of vendors using photometric and lifecycle cost analysis. If desired, we can also compare the relative energy consumption of different color temperature options, and ensure that Dark Sky compliance is achieved.
- **Local Incentives and Rebates:** Ameresco has extensive experience identifying and capturing utility incentives and rebates (over \$35M for the Chicago Smart Lighting Project alone, for example) as well as grants from local, state, and federal government, and other sources. We complete rebate applications, conduct pre- and post-construction site visits with inspectors, and respond to inquiries from utility company staff regarding savings calculations.
- **Community Outreach:** Before, during, and after the project, Ameresco can provide community outreach to showcase how your LED street light conversion addresses your commitment to safety and sustainability.

Benefits of LEDs & Smart Lighting Controls

Smart, connected lighting systems monitor for outages and streamline lighting management. We have installed smart controls on more than 60% of the LED street lights we've installed to date. Smart lighting systems provide a foundation for additional Smart City applications, from parking to waste management.

LED technology and smart lighting controls revolutionize street lighting by delivering a safer streetscape while modernizing and reducing the costs of lighting, one of the largest areas of energy consumption for most cities. According to the DOE, widespread use of LEDs in the U.S. by 2027 could equate to more than \$30 billion in energy savings. Communities can embrace the efficiency, financial, and quality of life benefits of an LED upgrade.

Financial

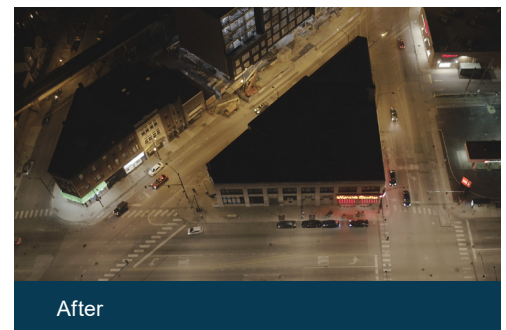
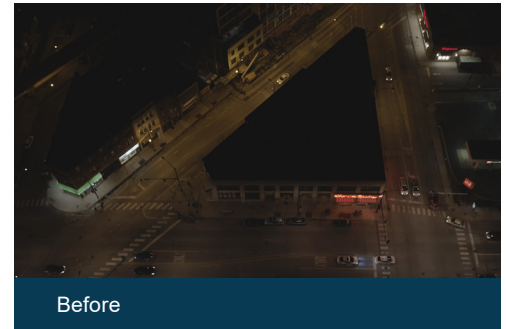
- Reduce energy costs and consumption up to 75%
- Save up to 80% on long term maintenance costs
- Reduce incoming 311 calls with smart lighting controls

Efficiency

- Improve service delivery with lighting management system
- Proactive maintenance with real-time monitoring
- Reduce CO₂ emissions from energy use and maintenance truck rolls

Quality of Life

- Improve community safety and security
- Enhance infrastructure reliability
- Improve streetscape and driver visibility
- Adjust light levels to meet visibility needs
- Reduce light pollution



¹ Northeast Group, LLC: *United States LED and Smart Street Lighting: Market Forecast (2018 – 2027) Public Outdoor Lighting Market, Volume II, September 2018*

AMERESCO 

Founded in 2000, Ameresco, Inc. (NYSE:AMRC) is a leading independent provider of comprehensive services, energy efficiency, infrastructure upgrades, asset sustainability, and renewable energy solutions for businesses and organizations throughout North America and Europe.

Ameresco's team of energy experts can assist you in identifying the solution that fits your needs. For more information about Ameresco and our full-range of energy efficiency and renewable energy solutions, please call **1-866-AMERESCO** or visit **ameresco.com**.



CONTRACT REVIEW BOARD

RULES OF PROCEDURE

V1.0

Revised: March 1, 2005

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BEFORE THE CITY OF SWEET HOME LOCAL CONTRACT REVIEW BOARD

ORDER ADOPTING RULES EXEMPTING CERTAIN)
CLASSES OF CONTRACTS FROM COMPETITIVE)
BIDDING; PROVIDING FOR THE DISPOSAL)
ORDER OF SURPLUS PROPERTY; PROVIDING)
PREQUALIFICATION PROCEDURES; AND)
EXEMPTIONS FROM BID SECURITIES AND)
BONDS FOR CERTAIN CONTRACTS)

1 DEFINITIONS: The following words and phrases mean:

- 1.1 Agency means any city, district or other public entity.
- 1.2 City means City of Sweet Home.
- 1.3 Contracting Officer means the City Manager or designee.
- 1.4 Governing body means the City of Sweet Home's City Council.
- 1.5 LCRB means the City of Sweet Home Local Contract Review Board.
- 1.6 Project means a public improvement as defined in ORS 279A.010(aa).
- 1.7 The City Council serves as the LCRB for the City of Sweet Home.

2 STATUTORY EXEMPTIONS:

2.1 Except as stated otherwise in particular provisions of these Rules, these Rules are not intended to preclude, abrogate, or restrict any exemptions from competitive bidding established by ORS chapters 279A, 279B and 279C.

2.2 When the City solicits competitive bids for a Project and all responsive bids from responsible bidders exceed the City's cost estimate for the Project, the City may negotiate with the lowest responsive, responsible bidder to obtain a price that is equal to or lower than the City's cost estimate, subject to the following conditions:

2.2.1 The City must have a written estimate of the cost of the Project at the time the bids are opened.

2.2.2 In determining whether all responsive bids from responsible bidders exceed the cost estimate; only those bids, which have been formally rejected by the City in accordance with public contracting laws, may be excluded from consideration.

2.2.3 In determining the amount of the cost estimate and the lowest responsive bid for the project, the City has exclusive discretion to include or exclude alternates in accordance with the bidding documents.

2.2.4 If negotiations with the responsible bidder who submits the lowest responsive bid are not successful, the City cannot negotiate a contract with any other responsible bidders who submit responsive bids.

2.2.5 The lowest responsive bid cannot exceed the cost estimate by more than twenty-five percent (25%).

2.2.6 The City and the lowest responsive, responsible bidder may agree to change the components or constituents of the work that is described in the plans and specifications for the project, the schedule for the project, methods of construction, assignment of risk under the contract documents, and other details of contract performance, which affect cost or quality. Negotiations should be consistent with the provisions of the contract documents regarding change orders and standard construction industry practices.

2.2.7 The negotiations cannot change the essential functions or characteristics of the Project.

2.2.8 The governing body of the City must find that negotiated changes probably would not have substantially increased the number of qualified bidders if such changes had been made before bids for the project were solicited.

2.2.9 The City may agree to refrain from disclosing information submitted by the lowest responsive, responsible bidder during negotiations, subject to applicable laws.

3 ADDITIONAL EXEMPTIONS: The LCRB finds the following contracts exempt from competitive bids on the basis that it is unlikely such exemptions will encourage favoritism or substantially diminish competition. The LCRB also finds that the awarding of public contracts pursuant to the exemptions will result in substantial cost savings.

3.1 Contracts for Price Regulated Items or Supplier Regulated Items. Contracts for the purchase of goods or services where the rate of price for the goods or services being purchased is established by federal, state or local regulating authority.

3.2 Copyrighted materials. Contracts for the purchase of copyrighted materials where there is only one supplier available.

3.3 Advertising Contracts. Contracts for the purchase of advertising including that intended for the purpose of giving public notice.

3.4 Requirements Contracts. Purchases of goods or services pursuant to a Requirements Contract between the City and a contractor, which was established by competitive bidding. The City through a Requirements Contract between another public body and a contractor may also make purchases if the Requirements Contract was established by competitive bidding and there is an intergovernmental agreement authorizing the purchase between the City and the other public body.

3.5 Investment Contracts. Contracts for the purpose of investment of public funds or the borrowing of funds.

3.6 Single Seller or Price or Product Required. Contracts for purchase where there is only one seller or price of a product of the quality required available.

3.7 Repair or Conversion. Contracts for the purchase of services, equipment or supplies for maintenance, repair or conversion of existing equipment if required for efficient utilization of such equipment.

3.8 Insurance Contracts. Contracts for insurance.

3.9 Asphalt, Concrete, and Rock. Contracts for the purchase of Asphalt, concrete, and rock and other materials as determined by the Contracting Officer where the material is to be used for maintenance.

3.10 Contracts under \$25,000. Public contracts for procurement of goods, materials, supplies, services, or public improvements for which the total contract price does not exceed \$25,000, subject to the following conditions:

3.10.1 The contract is for a single project, and is not a component of or related to any other project; or

3.10.2 The contract is a blanket contract for discrete small projects, provided that the cost of any project does not exceed \$5,000.

3.10.3 If the total contract price exceeds \$5,000, the City must, where feasible, obtain at least three competitive quotes.

3.11 Contract Amendments. Any contract amendment including change orders, extra work, field orders, or other change in the original specifications which changes the original contract price or alters the work to be performed, may be made with the contractor subject to the following conditions:

3.11.1 The original contract imposes a binding obligation on the parties covering the terms and conditions regarding changes in the work; or

3.11.2 The amended contract does not substantially alter the scope or nature of the project; or

3.11.3 If the amendment has the effect of substantially altering the scope or nature of the project, the amount of the aggregate cost change resulting from all amendments creating such new obligations shall not exceed 10% of the initial contract.

3.12 Data Processing Contracts. Contracts for licensing, purchasing or leasing of data processing hardware and word processing hardware, systems software and applications software subject to the following conditions:

3.12.1 Software development contracts shall be considered personal services contracts.

3.12.2 If the contract amount does not exceed \$25,000, informal quotes may be obtained, from three or more qualified vendors, if recommended by the City Finance Department. When deciding whether to obtain competitive quotes the Finance Department shall consider the operational needs of the City department acquiring the product.

3.12.3 If the contract amount exceeds \$25,000, but does not exceed \$100,000.00, written proposals from five or more qualified vendors may be solicited or an advertisement in a major trade publication of general circulation shall be published. If proposals from vendors are solicited without advertisement, the vendors to whom the request for proposals is submitted may be selected from the following sources:

3.12.3.1 trade journals

3.12.3.2 user group publications

3.12.3.3 the list compiled by the Data Systems Division, Executive Department, State of Oregon;

3.12.3.4 other similar sources available to the City Finance Department.

3.12.4 If the amount of the contract exceeds \$100,000 then:

3.12.4.1 Written proposals shall be solicited from five or more qualified vendors and an advertisement shall be published in one or more major trade publications of general circulation;

3.12.4.2 Vendors shall be provided an opportunity to review requirements and, prior to submitting proposals, comment on any specifications, which they feel, limit competition;

3.12.4.3 Contractual requirements in the request for proposals shall be clearly stated,

3.12.4.4 Residual values shall be considered only if they are clearly ascertainable;

3.12.4.5 Cost of conversion shall be minimized; and

3.12.4.6 Vendors shall be provided an opportunity to review the evaluation of their proposal before final review and selection.

3.12.5 Written proposals and informal quotes shall be evaluated according to clearly stated criteria including but not limited to the following:

3.12.5.1 operating performance,

3.12.5.2 cost,

3.12.5.3 capacity,

3.12.5.4 quality,

3.12.5.5 expansibility of the system,

3.12.5.6 availability of enhancements and new releases,

3.12.5.7 availability of maintenance,

3.12.5.8 support and assistance supplied by the vendor,

3.12.5.9 vendor's general qualifications including such factors as organization size, financial solvency and time in business,

3.12.5.10 vendor experience with specific application areas,

3.12.5.11 reliability,

3.12.5.12 storage and memory requirements,

3.12.5.13 support required from City's staff,

3.12.5.14 warranties and other contract provisions,

3.12.5.15 use of current technology and

3.12.5.16 compatibility with existing systems.

3.12.6 Acquisition of data processing hardware, systems software and applications software shall be subject to review and approval by the Director of Finance. A written recommendation shall be made to the governing body on acquisitions under subsection 3.12.3 and 3.12.4. After receipt of such recommendation, the governing body shall make the final review and selection.

3.13 Petroleum Products. Contracts for the purchase of petroleum products.

3.14 Event Service Contracts. Contracts for ticket sales, ticket collection, information booths, parking services and other similar services for events subject to the following conditions:

3.14.1 The contractors shall be non-profit public service groups.

3.14.2 All services provided through the contract shall be performed by volunteers without compensation.

3.14.3 Eligible organizations shall be allowed to submit proposals for performing the service contracts.

3.15 Banking Services. Contracts for the procurement of banking services.

3.16 Nutrition Services. Contracts for the procurement of nutrition services for older, disabled, or low-income persons within the City of Sweet Home. Written requests for proposals shall be used for procurement of such services in accordance with applicable State and Federal laws, rules, and regulations. Evaluation of proposals shall be based on price, quality of service, and the qualifications of prospective contractors.

3.17 Transportation Services. Contracts for the procurement of transportation services for older, disabled, or low-income persons within the City of Sweet Home. Written requests for proposals shall be used for procurement of such services in accordance with applicable and State and Federal laws, rules, and regulations. Evaluation of proposals shall be based on price, quality of service, and the qualifications of prospective contractors.

3.18 Used Equipment. Contracts for purchase of used equipment subject to the following conditions:

3.18.1 After reviewing information submitted by the City Officer or employee who is requesting approval of the contract for purchase of the equipment, the Contracting Officer or the governing body determines that there is a need for the equipment.

3.18.2 The equipment is appraised by a qualified Officer, employee or agent of the City and the appraised value is equal to or greater than the purchase price.

3.18.3 The Contracting Officer or the governing body determines that purchasing the equipment is preferable to purchasing new equipment or leasing equipment.

3.18.4 The Contracting Officer or the governing body determines that there is no comparable used equipment in a reasonable purchase area that can be purchased at greater cost savings to the City.

3.18.5 If the proposed purchase price of the equipment is \$15,000 or more, determinations required by subsections, 3.18.1, 3.18.2, 3.18.3, 3.18.4 and 3.18.5 shall be made by the governing body.

3.19 Ballot Printing Services. Contracts for printing ballots, including sample ballots, ballot pages and labeling ballot cards.

3.20 Library Materials. Contracts for leasing and purchasing books, periodicals, serials, CD-ROM software, video cassettes, audio cassettes, and other similar library materials.

3.21 Equipment with Credit for Trade-in. Public contracts for procurement of vehicles or equipment, if the total cash price does not exceed \$25,000 after deducting the value of any trade-in. The City must, where feasible, obtain at least three competitive quotes.

3.22 ORCPP Agreement Purchases. Contracts for the procurement of goods and services within the scope of a current Oregon Cooperative Purchasing Program ("ORCPP") agreement between the City of Sweet Home and the Oregon Department of Administrative Services ("DAS"), that are on a current DAS Price Agreement, Solicitation or Contract, subject to the terms and conditions of the ORCPP agreement and subject to the terms and conditions of the DAS Price Agreement, Solicitation or Contract. Goods or services available from the private sector may also be procured when a price is available that is lower than an ORCPP quotation.

3.23 "Piggyback" Purchases. Contracts for the procurement of goods and services utilizing an existing solicitation or current requirement contract ("the original contract") for which:

3.23.1 The original contract met the requirements of ORS chapters 279A, 279B and 279C.

3.23.2 The original contract allows other public agency usage of the original contract:

3.23.3 The original Contracting Public agency concurs: and

3.23.4 The original Contracting public agency is a unit of local government.

3.23.5 Goods or services available from the private sector may also be procured when a price is available that is lower than a Piggyback Purchase.

4 EMERGENCY CONDITIONS:

4.1 A governing body, by a majority vote of its members, may exempt any contract from competitive bidding if emergency conditions require prompt execution of the contract. A governing body may delegate authority under these rules or the Emergency Operations Plan to any Officer of the City to exempt any contract from competitive bidding if an emergency creates a serious threat to persons or property at a time that the governing body is unable to meet to approve execution of a contract.

4.2 Before a governing body exempts a contract under this section, such notice as may be required under ORS 192.640 shall be given and the reasons for determining an emergency existed shall be entered into the record of the meeting at which the contract is exempted. If an Officer of the City acts under the authority delegated to the Officer pursuant to Rule 4.1 the Officer shall report the action to the governing body at a public meeting.

4.3 If an emergency is declared, any contract awarded under this rule must be awarded within 30 days following the declaration of the emergency unless the LCRB grants an extension.

5 ALTERNATIVE PROCUREMENT PRACTICES:

5.1 Notwithstanding the exemptions from competitive bidding in Rules 2-4, competitive quotes shall be used where feasible. In addition, alternative Contracting and purchasing practices that take into account market realities and modern or innovative contracting and purchasing methods, which are also consistent with the public policy of encouraging competition, shall be considered.

5.2 The City may, at its discretion use request for proposal competitive procurement methods. Criteria that are used to identify the proposal that best meets the public contract needs may include, but are not limited to, cost, quality, service, compatibility, product reliability and operating efficiency. Requests for proposals shall clearly state:

5.2.1 Contractual requirements;

5.2.2 Evaluation procedures that will be applied in awarding the contract;

5.2.3 Complaint processes and remedies available.

6 SURPLUS PROPERTY:

6.1 Competitive Bidding: Surplus personal property that is owned by the City shall be sold by competitive bidding unless it is subject to an exemption under Rule 6.2.

6.2 Exemptions from Competitive Bidding: Surplus property may be disposed of without competitive bidding under any of the following conditions:

6.2.1 Specific statutory procedures exist for the sale of the type of property involved, and the property is disposed of according to the procedures.

6.2.2 The property has a value of less than \$5,000 and is sold for the amount of its value in accordance with Rule 6.4.

6.2.3 The property is used as a trade-in to reduce the purchase price of similar property being purchased.

6.2.4 The Contracting Officer determines that the number, value and nature of the items to be sold make it probable that the cost of conducting a sale by competitive bid will be such that a liquidation sale will result in substantially greater net revenue to the City.

6.2.5 The surplus property is public works materials as defined in Rule 6.6 and is disposed of in the manner prescribed in that rule.

6.2.6 The surplus property consists of recyclable, recycled or reusable materials that are described in Rule 6.7 and is disposed of in the manner prescribed in that rule.

6.2.7 The surplus property is needed by another governmental agency, public corporation, or public service organization for providing a public service or for accomplishing a public purpose.

6.2.8 The surplus property is software developed by the City, which will be licensed to a user for a price established by the Contracting Officer.

6.2.9 The City has unsuccessfully attempted to sell the surplus property by competitive bidding.

6.2.10 The surplus property consists of trees and other wood materials owned by City of Sweet Home and is sold in the manner prescribed in Rule 6.9.

6.3 Certification as Surplus Property. Before personal property may be disposed of, the appropriate Department Head shall certify that such property is surplus to the department. The certification shall be filed in writing with the Contracting Officer. The Contracting Officer or designee shall establish procedures for storage of property so certified. Before disposing of surplus property, the Contracting Officer shall make appropriate inquiries of other City departments to determine if such departments may use the surplus property. If another department has a use for the surplus property, the Contracting Officer may transfer the property to such department instead of disposing of it.

6.4 Procedures for Disposal of Property that is Exempt from Bidding. Any surplus property that is exempt from competitive bidding may be sold or otherwise disposed of by any of the following methods that the Contracting Officer determines to be appropriate:

6.4.1 The property may be donated or sold to another governmental agency, public corporation, or public service organization upon the condition that the property will be used for a public purpose.

6.4.2 The Contracting Officer may directly sell the property if he determines such sale would be the best method of disposal. Such sale shall be made at a value set by an appraiser appointed for that purpose by the Contracting Officer.

6.4.3 The Contracting Officer may discard the property when the property is of such little value that it should be discarded.

6.5 Conditions of Disposal of Property. Any sale or disposal of surplus property whether by competitive bidding or otherwise shall be subject to the following conditions:

6.5.1 Surplus supplies and equipment shall not be made available to any public employee, except through public auction.

6.5.2 No warranty or guarantee shall be made as to the condition of any item offered for sale or disposal. All surplus property is offered for sale or disposal "as is and where is," without any recourse against seller or transferor.

6.5.3 All property shall be paid for in full during the sale and legal title of ownership shall pass to the purchaser prior to removal from the site.

6.6 Public Works Materials:

6.6.1 Materials encountered by road or maintenance crews in the performance of their duties such as slide material, unmerchantable trees, ditch cleanings or drift and wood chips shall be disposed of in the following manner:

6.6.1.1 The Road Maintenance Superintendent shall make the determination that the material to be disposed of fits within the examples cited in Rule 6.6.1.

6.6.1.2 Disposal shall be made at the nearest available location or locations at the discretion of the superintendent. Persons receiving such material shall not be charged. This policy does not authorize disposal of material on property where the City would be charged. In such cases, express written consent to bind the City must be obtained from the governing body.

6.6.2 Material originated by road or maintenance crews in the performance of their duties, such as salvaged culvert pipe, an occasional tree, salvaged bridge members, etc., shall be disposed of in the following manner:

6.6.2.1 The superintendent shall make the determination that the material to be disposed of fits within the examples cited in Rule 6.6.2.

6.6.2.2 The superintendent shall appraise the value of the materials on an "as is, where is" basis and subtract the estimated cost of transporting it to the nearest City shop. If the cost of transportation exceeds the value then the materials shall be disposed of in the manner provided in Rule 6.6.1. except that merchantable timber shall be charged for where feasible.

6.6.2.3 If the value exceeds the cost of transportation the material shall be transported to the nearest City shop for disposal pursuant to Rules 6.1 through 6.5.

6.7 Sanitary Landfill Materials: Recyclable, recycled and reusable materials, which are delivered to disposal sites, may be disposed of in the following manner:

6.7.1 The City of Sweet Home Director of Public Works or designee shall appraise the value of the material, if any, on an "as is, where is" basis.

6.7.2 The material shall be disposed of by written contract that will provide for maximum financial benefits to the City efficient utilization of disposal sites and resource recovery in accordance with the legislative policies set forth in ORS 459.015. Contracts for sale or disposal of such materials shall comply with the provisions of the City Ordinance for solid waste management.

6.8 Transfer of Title: The Contracting Officer shall have the authority to sign bills of sale, title documents, sales contracts, or other documents that are necessary to transfer the title or ownership of personal property that is sold or otherwise disposed of in accordance with Rules 6.1 through 6.6. The Contracting Officer shall submit an annual written report to the governing body on all documents that are executed pursuant to this rule. The reports submitted by the Contracting Officer shall be filed in the City Records and maintained by the Finance Department.

6.9 Surplus Wood Materials.

6.9.1 Surplus trees and other wood materials owned by City of Sweet Home may be sold without competitive bidding, provided that the sales price does not exceed the sum of \$5000.

6.9.2 The value of such materials under the control of the Public Works Department shall be set by the Public Works Department. The Public Works Department Director shall have the authority to sign bills of sale or other documents that are necessary to transfer ownership.

6.9.3 If value of the trees or other wood materials is less than the cost the City would incur to dispose of, then ownership may be transferred without monetary consideration.

6.9.4 Sales pursuant to this exemption shall comply with the conditions set forth in Rule 6.5.

6.9.5 The Public Works Department Director shall submit an annual written report to the governing body on all documents that are executed pursuant to this rule.

7 BRAND NAME SPECIFICATION IN CONTRACTS: Specifications for contracts shall not require any product by any brand name or mark, nor the product of any particular manufacturer or seller. However, this rule shall not be construed to prevent reference in the specifications to a particular product as a description of the type of item required.

7.1 A contract shall be exempt from the requirements of this rule under any of the following conditions:

7.1.1 The specification is for a specific copyrighted product. This exemption does not include patented or trade mark goods.

7.1.2 If there is only one manufacturer or seller of a product of the quality required within a reasonable purchase area, or if the efficient utilization of the existing equipment or supplies requires a compatible product of a particular manufacturer or seller, a contract may specify such particular product subject to the following conditions:

7.1.2.1 The product is selected on the basis of the most competitive offer considering quality and cost. The term "cost" includes not only the product price but also other items of expense such as costs related to quality or conversion.

7.1.2.2 Prior to awarding the contract, reasonable efforts have been made to notify all known vendors of competing or comparable products within a reasonable purchase area of the intended specifications; and such vendors have been invited to submit competing proposals. If the amount of the purchase does not exceed \$25,000, such notice and invitation may be informal. If the amount of the purchase exceeds \$25,000, such notice shall include advertisement in at least one newspaper of general circulation in the City and shall be timed to allow competing vendors a reasonable opportunity to make proposals.

7.2 The LCRB may rule exempt certain additional products or classes of products upon any of the following findings:

7.2.1 It is unlikely that such exemption will encourage favoritism in the awarding of the contract or substantially diminish competition.

7.2.2 The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings.

7.2.3 There is only one manufacturer or seller of the product of the quality required.

7.2.4 Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.

8 MANDATORY PREQUALIFICATION: Persons desiring to bid on contracts for public improvements shall submit a completed prequalification statement to the Contracting Officer. This requirement shall apply only when required by the Contracting Officer and notice of such requirement is contained in the advertisement for bid.

8.1 Applications for prequalification shall be submitted on City forms or the forms prescribed by the State of Oregon, Director of the Department of the General Services not less than 24 hours prior to bid opening. If a person is prequalified with the State of Oregon Department of Transportation to perform contracts or the State of Oregon Department of General Services to perform contracts for the same kind of work such person may submit proof of such prequalification in lieu of a prequalification application.

8.2 Upon establishment of the applicant's qualification, the qualification is valid until March 1 of the following year, and the Contracting Officer shall issue a qualification statement. The statement shall inform the applicant of any conditions which may be imposed on the qualification and advise the applicant to notify the Contracting Officer promptly if there has been any substantial change of conditions or circumstance which would make any statement contained in the prequalification application no longer applicable or untrue. The qualification statement shall also inform the applicant that if they desire to appeal the conditions of the prequalification varying their application, written notice must be given to the public contract Officer within three business days after receipt of the notice.

8.3 Hearings before the LCRB for appeals shall be conducted in the same manner as a contested case under ORS 183.415 (3) to (6) and 183.450.

9 CLASSES OF CONTRACTS EXEMPT FROM BID SECURITY: Contracts for public improvements for which the contract price does not exceed \$25,000 and all other contracts not involving a public improvement are exempt from bid security requirements unless the advertisement for bid, request for quotes or contract contains a notification that such is required.

10 CLASSES OF CONTRACTS EXEMPT FROM PERFORMANCE AND PAYMENT BONDS: Contracts for public improvements for which the contract prices does not exceed \$25,000 are exempt from performance and payment bond requirements unless the advertisement for bid, request for quotes or contract contains a provision that such bonds are required.

11 PERSONAL SERVICES CONTRACTS: Any contracts for services that require specialized technical, artistic, or professional skills or talent shall be classified as personal services contracts, including but not limited to contracts for the services of accountants, clergy, physicians, lawyers, dentists, architects, landscape architects, engineers, land surveyors,

psychologists, occupational therapists, clinical social workers, nurses, veterinarians, physical therapists, computer programmers, and appraisers. The personal services contracts shall be awarded following a selection procedure as outlined in ORS 279C.110 or as herein specified.

12 FORFEITED, UNCLAIMED, & FOUND PROPERTY:

12.1 Personal property owned by the City as a result of a civil forfeiture pursuant to Oregon laws 1989 Chapter 791 (further referred to in this rule as "the Forfeiture Act") or other forfeitures, unclaimed and found property not covered by the Forfeiture Act shall be secured and inventoried by the Police Department. Prior to forfeiture, any person for any reason shall not use such property. After forfeiture, such property shall not be used by any person for any reason except as provided in this rule.

12.2 Retention by City or Use by Law Enforcement: The Contracting Officer shall dispose of forfeited property in the manner provided in any applicable intergovernmental agreement. If no such agreement applies then, upon application to the Contracting Officer:

12.2.1 by the City department head who wants to retain forfeited property for use by the City, or

12.2.2 by the federal, state or local law enforcement agency that wants to have the property sold, leased, loaned or transferred to it for its use. The Contracting Officer may permit the forfeited property to be retained by the City or sold, leased, loaned or transferred to the law enforcement agency.

12.3 Competitive Bidding: Forfeited property, which is not disposed of under Rule 12.2 shall be sold by competitive bid unless it is subject to an exemption under Rule 12.4.

12.4 Exemptions from Competitive Bidding: Forfeited property may be disposed of without competitive bidding under any of the following conditions:

12.4.1 The Contracting Officer determines that a commercially reasonable sale may be made without competitive bidding. (See §10(e)(B) of the Forfeiture Act)

12.4.2 The property would be exempt from competitive bidding under any exemptions listed under Rule 6 entitled "Surplus Property." Before forfeited property shall qualify under any exemption in this section, it shall be certified as surplus as required in Rule 6.3.

12.5 Procedures for Disposal of Property that is Exempt from Bidding. Forfeited property exempt from competitive bidding may be sold or otherwise disposed of by any of the methods specified in Rule 6.4.

12.6 Conditions of Disposal of Property. Any sale or disposal of forfeited property whether by competitive bidding or otherwise shall be subject to the following conditions:

12.6.1 No public employee shall use forfeited property for personal use while The City owns such property.

12.6.2 Forfeited property shall not be sold to any public employee, except through public auction.

12.6.3 No warranty or guarantee shall be made as to the condition of any item offered for sale or disposal. All forfeited property shall be offered for sale or disposal "as is and where is," without any recourse against seller or transferor.

12.6.4 All property shall be paid for in full during the sale and legal title of ownership shall pass to the purchaser prior to removal from the site.

12.7 Documentation of Disposition; Transfer of Title:

12.7.1 The Contracting Officer shall have the authority to sign bills of sale, title documents, sales contracts, or other documents that are necessary to transfer the title or ownership of personal property that is sold or otherwise disposed of in accordance with this rule.

12.7.2 The Contracting Officer shall submit an annual written report to the governing body on all sales, decisions to retain, transfer or other disposition of forfeited property under this rule. The reports submitted by the Contracting Officer shall be filed in the City records.



REQUEST FOR COUNCIL ACTION

Title: 2021 Overlay Project Bid Posting

Preferred Agenda: March 23, 2021

Submitted By: Trish Rice, Engineering Tech 2
Greg Springman, Public Works Director

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: n/a

Towards Council Goal: Goal 1.1c Develop specific steps for implementation of the adopted infrastructure master plans (streets)

Attachments: 2021 Overlay Project bid documents

Purpose of this RCA:

Staff requests authorization to solicit bids for the 2021 Overlay Project.

Background/Context:

The City budgeted \$280,000 this fiscal year for overlay projects. There is still \$242,327.94 available after the 29th Ave chip seal project last summer. There is also \$600,000 available in ODOT exchange funds (further described in another RCA), which requires an intergovernmental agreement prior to use. Staff tasked the Engineer of Record with preparing the bid package for an overlay project based on these funds. Civil West (subconsultant of West Yost) has delivered the attached bid package.

Bids in spring are generally lower than bids in summer, so staff desire to bid out the overlay project as soon as possible. However, we don't have an anticipated completion date for when ODOT would complete the IGA execution. Therefore, staff judged it better to split up the project by funding source instead of delaying the whole project to wait on ODOT's schedule. For the first phase we prioritized streets that are ready to pave without any ancillary work (such as underlying utility work, etc.) that we can pave quickly with budgeted local funds. The second phase will include streets with minor amounts of ancillary work, to be funded by the ODOT exchange funds after the IGA is complete.

We will pay more in mobilization fees doing it this way, but we expect to get lower unit pricing than if we waited to do the whole project later in the year.

The engineer's estimate for phase 1 is \$264,138.50. The bid package is deliberately composed of four schedules, A through D of varying prices, so that schedules can be trimmed if the bids come in over budget, but also to leverage possible lower prices if the bids come in lower than expected. We anticipate moving either Schedule D or C to Phase 2 to get it under the \$242,327 remaining budget.

Phase 1 Locations

Schedule	Location	Estimate
A	Kalmia St and 45th, 46th, 47th Aves	\$ 163,981.83
B	Harding St from Mountain View Rd to 27th Ave, and 23rd Ave	\$ 42,407.50
C	Juniper St from 32nd Ct to 35th Ave, and 32nd Ct	\$ 34,195.00
D	Grape Street and Grape Loop	\$ 23,554.16
Total Bid Estimate		\$ 264,138.50

The engineer's estimate for phase 2 is \$206,752.50 plus any schedules trimmed from phase 1.

Phase 2 Locations

Schedule	Location	Estimate
E	4th Ave North of Holley Rd	\$ 33,117.50
F	42nd Ave South of Long St	\$ 46,475.00
G	Locust St and 54th Ave	\$ 11,897.50
H	Larch St and Locust St off 49th	\$ 36,972.50
I	Poplar St and Osage St between 52nd between and 53rd Ave, and 52nd Ave	\$ 27,005.00
J	Vine St off of 18th	\$ 21,422.50
K	Poplar St west of 9th Ave	\$ 6,450.00
L	13th Ave and Osage St	\$ 17,037.50
M	Nandina St between 54th & 56th	\$ 6,375.00
Total Bid Estimate		\$ 206,752.50
plus any schedules not completed from phase 1		

The Challenge/Problem:

How do we make efficient use of limited funds to complete needed streets projects?

Stakeholders:

- Sweet Home Residents – Residents deserve well-maintained City infrastructure that meets their needs and improves their quality of life.
- Sweet Home City Council – The City Council has a goal to provide viable and sustainable infrastructure that serves development and improves residents' quality of life.
- Sweet Home City Staff – City Staff have an interest in completing projects that empower them to meet the Council's goals and which reduce staff time spent repairing poor quality streets.

Issues and Financial Impacts:

There is \$242,327.94 remaining in the current budget for overlays. The engineer's estimate for phase 1 is \$264,138.50. The bid package is deliberately composed of four schedules A through D of varying prices, so that schedules can be trimmed if the bids come in over budget, but also to leverage possible lower prices if the bids come in lower than expected. We anticipate moving either Schedule D or C to Phase 2.

There is \$600,000 available in ODOT exchange funds (further described in another RCA), which requires an intergovernmental agreement prior to use. The engineer's estimate for Phase 2 is \$206,752.50 plus any schedules trimmed from phase 1. These exchange funds were not budgeted in the current fiscal year so a budget amendment will be needed if Council opts to spend any of these funds before July.

Elements of a Stable Solution:

A stable solution will provide efficient completion of needed street maintenance and improvements.

Options:

1. Option 1 – Do Nothing. The project will remain in the CIP. The unspent overlay funds will go into the ending fund balance and be available for re-budgeting.
2. Option 2 – Post the solicitation as presented. Staff will post the solicitation. The results will be brought to Council for awarding the contract.
3. Option 3 – Post the solicitation with minor revisions. Staff will make minor changes to the plans or contract as directed by Council, then post the solicitation.
4. Option 4 – Make major revisions to the solicitation. Staff will make major changes to the plans or contract as directed by Council, then bring the bid package back to Council for approval prior to posting the solicitation. This will delay the project by at least few weeks.

Recommendation:

Staff recommends Option 2 – Post the solicitation as presented.

CONTRACT DOCUMENT

FOR CONSTRUCTION OF

**CITY OF SWEET HOME
FY 2021 Overlay Program Project**

Department of Public Works, Engineering Division
1400 24th Avenue
Phone 541.367.6359

March 24, 2021

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INSTRUCTIONS TO BIDDERS

Sealed bids for the **FY 2021 Overlay Program Project** will be received on behalf of the City of Sweet Home by Greg Springman at 1140 12th Avenue, Sweet Home, OR 97386 until bid closing time of **2:00 PM local time on Tuesday, April 20, 2021**. Bids will be held but not opened until **4:00 PM** (the submittal deadline for the “First-Tier Subcontractor Disclosure Form”). The outside of the Bid envelopes shall be clearly marked **FY 2021 Overlay Program Project** and show (1) the Bidder’s name, (2) the Bid Opening time and date and (3) the Bidders CCB license number, and shall be delivered to the City of Sweet Home by or before the above listed bid closing time.

The City will require that for projects greater than \$100,000, the “First-Tier Subcontractor Disclosure Form” as contained in the bidding documents, be submitted with the bid documents in a separate sealed envelope by the Bid Closing or within two working hours of the Bid Closing, not later than **4:00 PM local time Tuesday, April 20, 2021**. The envelope shall be clearly marked “**Disclosure Form for FY 2021 Overlay Program Project**”, and shall include (1) Bidders name, and (2) the submittal time and date deadline. Bidders who fail to submit the required disclosure will be considered non-responsive. Immediately following the disclosure deadline, the bids shall be opened and publicly read. **Submittals by Facsimile or Electronic Data Interchange (EDI) will not be accepted.**

Contract specifications, and plan sets – in PDF file format –, may be obtained from the Bids and RFPs menu off the Government on the City of Sweet Home website at <https://www.sweethomeor.gov/rfps>. Questions about the project elements may be directed to Trish Rice, Engineering Technician, Sweet Home Public Works, 1400 24th Avenue, Sweet Home, Oregon, 97386, contact by phone at 541-818-8037, or email price@sweethomeor.gov.

Each bidder must possess or have access to the 2021 Oregon Standard Specifications for Construction. These are available online at: https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx

No bid shall be received or considered unless the bidder is registered with the Construction Contractors Board for construction projects or licensed with the Landscape Contractors Board for landscaping projects.

Bidders Checklist: All prospective bidders must include the following:

- Each bid must contain a statement as to whether the Bidder is a resident Bidder, as defined in ORS 279C.365. In determining the lowest responsible bidder, the City of Sweet Home will, for the purpose of awarding the Contract, add a percentage increase on the bid of a nonresident bidder equal to the percentage, if any, of the preference given to that bidder in the state in which the bidder resides.
- All bids shall contain a statement declaring that the Bidder agrees to comply with the provisions of ORS 279C.800 to 279C.870 regarding payment of prevailing wages and the Bureau of Labor and industries fee.
- The project bid document set, with names and corporate information of the bidder, schedule of prices completely filled out, additional addendum items if any; however, project drawings do not need to be included.
- The First-Tier Subcontractor Disclosure Form as noted above.
- Each bid must contain Surety and Bond information.
- A 10% bid bond, certified check, or cashier’s check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Sweet Home within ten (10) days after the date of the Notice of Award.

The City may reject any bid not in compliance with all prescribed public procedures and requirements, and may reject for good cause any and all submittals upon a finding of the City that it is in the best interest to do so, as determined solely by the City.

BID

To the Honorable Mayor and City Council
City of Sweet Home, Oregon 97386

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned Bidder declares that the Contract Documents for the construction of the proposed improvement have been carefully examined; that the site has been personally inspected; that the Bidder is satisfied as to the quantities of materials, items of equipment and conditions or work involved including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and that the bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this bid. The bidder has received and considered the following Addenda to specifications, if any, of revisions and/or additions to the plans;

No. _____ to No. _____, inclusive; Plan Revision Sht. No. _____; Plan Addition Sht. No. _____.

The minimum bid submittal requirement for this project shall include this Bid form and schedule(s) of prices, bid bond as required, first-tier subcontractor form and all other required attachments. All Contract Documents are included in this Bid by reference, whether attached or not.

The Bidder further declares that the only persons or parties interested in this bid are those named herein: that this bid is in all respects fair and without fraud: that it is made without collusion with any official of the City of Sweet Home, and that the bid is made without any connection or collusion with any person making another bid on this Contract.

The Bidder further declares that the provisions required by the Oregon Revised Statutes ORS 279C.800 relating to Prevailing Wage Rates shall be included in and made a part of the Contract. The Bidder further declares that all applicable sections relating to Public Contracts as set forth in ORS 279A to 279C have been complied with in making this bid, and, as required, shall be made a part of the Contract Documents as completely as if the same were fully set forth herein.

The Bidder further declares that they are registered, or shall become registered if awarded a contract, with the Construction Contractor's Board, and possess such additional licenses and certifications as required by law for the performance of the Work proposed herein as required by OAR 812.

The Bidder further agrees that its own judgment has been exercised regarding the interpretation of subsurface information and all data, which it believes pertinent from the Engineer, Owner, and other sources in arriving at these conclusions, have been utilized.

CONTRACT EXECUTION, BONDS AND CERTIFICATES OF INSURANCE

The Bidder agrees that if this bid is accepted, a Contract with the City of Sweet Home, Oregon, will be executed within ten (10) days after the date of the Notice of Award, in the form of Contract annexed hereto, and will at that time, deliver to the City of Sweet Home the Performance and Payment Bond required by Subsection 00130.4 of the Oregon Standard Specifications for Construction (as revised), the certificates of insurance as specified in these documents, and will, to the extent of this bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials necessary to complete the work in the manner, in the time, and according to the methods as specified or shown in the Contract Documents.

It is the intent of the City of Sweet Home to award the Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds available. The City of Sweet Home shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the City of Sweet Home's judgment, is in the City of Sweet Home's own best interest. In submitting this Bid, it is understood that the City of Sweet Home reserves the right to accept or reject in part or in whole, any and all bids received, to adjust the scope of the work within reasonable limits, to postpone award for a reasonable time, or award to the selected firm or contractor any subsequent engineering design and construction services contract, part or in whole, for recommended capital projects as allowed by law. The RFB does not commit the City of Sweet Home to pay any costs incurred to prepare a bid.

BIDDING, CONSTRUCTION, AND COMPLETION DATES

Sealed bids will be received at the City of Sweet Home Public Works Department at 1140 12th Avenue until
2:00pm on Tuesday, April 20, 2021 (Time & Date)
with 1st Tier Subcontractor Disclosure Forms until
4:00pm on Tuesday, April 20, 2021 (Time & Date)

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed issued on or near;
May 3rd, 2021 (Date)
and, to complete the construction, in all respects by;
November 12, 2021 (Date)

Completion schedule – if not defined to certain date above – shall be set per #s of days as follows:
(Days)

Calendar days that inclement weather or adverse site conditions preclude normal construction activities shall be considered exempt.

RETAINAGE

To ensure the proper performance of the Contract, the City shall retain five (5%) of the amount of each progress payment until final completion and acceptance of all work covered by this contract.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time stated above or extended time agreed upon, as more particularly set forth in the Contract Documents, liquidated damages, if required as specified in the Special Provisions I portion of this contract documents, shall be paid to the City of Sweet Home, Oregon, as provided under Subsection 00180.85 of the Oregon Standard Specifications.

BID BOND

Accompanying this bid is a certified check, cashier's check or Bidder's Bond in the sum of

Dollars & Cents (\$), (10% of total contract price)
according to the General Requirements of the Contract Documents which is to be forfeited as liquidated damages, if, in the event that this bid is accepted, and the Bidder shall fail to execute the Contract and furnish satisfactory Performance and Payment Bond under the conditions and within the time specified in the Contract Documents; otherwise said check or bond is to be returned to the Bidder.

SURETY

If the Bidder is awarded a construction Contract on this bid, the Surety which will provide the Performance and Payment Bond will be:

(Name)
(Address)
(City, State)

LUMP SUM OR UNIT PRICE WORK, MANNER of PAYMENT

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In the case of a discrepancy, the amount shown in words shall govern.

BIDDER

The name of the Bidder submitting this bid is:

(Name)

(Address)

(City, State, Zip)

(Telephone)

(Email)

(Federal Tax ID No)

(Construction Contractor Board No)

(Workers' Comp Ins. Co.)

(Workers' Comp Policy/Binder No)

The above Bidder's name and address is the address to which all communications concerned with this bid and with the Contract shall be sent.

In accordance with ORS 279C.365, Bidder hereby declares that it (circle correct designation) **is / is not** a resident Bidder. If the bidder is non-resident, indicate ____5____ % preference of your state resident bidders.

In accordance with ORS 279C.800 to 279C.870, Bidder hereby declares that it complies with provisions for labor, materials, Industrial Accident Fund, liens, withholding taxes, and employee drug testing.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals, are as follows:

If Sole Proprietor of Partnership: IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____, 20____.

(Signature of Bidder)

(Title)

If Corporation: IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

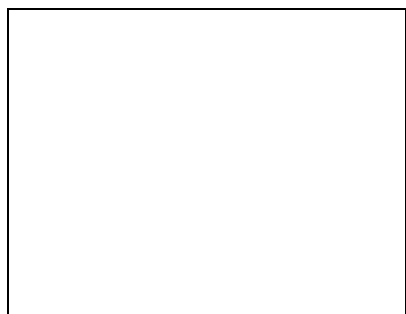
(Name of Corporation)

(By)

(Title)

(Attest)

Secretary (Mandatory Signature)



(SEAL)

CONTRACT

THIS CONTRACT, made between the CITY OF SWEET HOME, a municipal corporation, hereinafter called "Owner" and _____, hereinafter called "Contractor".

WITNESSETH:

The Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work herein described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the 2021 Oregon Standard Specifications for Construction, the Special Specifications bound herewith, and in accordance with such alterations or modifications of the same as may be made by the City, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

The applicable Drawings, the Oregon Standard Specifications for Construction, the Special Specifications, and the Schedule of Contract Prices bound herewith are hereby specifically referred to and by reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully inserted herein.

The Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular, shall promptly, as due, make payment of all just debts and obligations incurred in the performance of said Contract and shall not permit any lien or claim to be filed or prosecuted against the City.

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

The Contractor agrees to protect, indemnify, and hold harmless the Owner, its officers, agents, and employees harmless against any and all loss, claims, or suits (including costs and attorney's fees) for or on account of injury to or death of persons, damage to, or destruction of property belonging to either the Owner or others occurring by reason of the act or neglect of the Contractor, Contractor's employees, or agents (including subcontractors) in connection with the performance of this Contract.

It is expressly understood that this Contract shall be governed by the laws of the State of Oregon. The statutes of the State of Oregon for public works contracts, specifically but not exclusively ORS 279C, as amended or superseded, including the latest additions and revisions, are incorporated by reference as part of the contract documents, and the party contracting with the Owner hereby covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279C as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, the party contracting with the Owner further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C as though each obligation or condition were set forth fully herein.

The Contractor further declares by the signing of this Contract that all the provisions required by ORS 279A to 279C relating to Public Contracts, Purchasing, and Prevailing Wage Rates for work performed under the Contract with the Owner are made part of this Contract as completely as if the same were fully set forth herein.

In consideration of the faithful performance of all of the obligations herein set out and in consideration of the faithful performance of this Contract, the Owner agrees to pay to the Contractor the amount earned, as determined from the actual quantities of work performed and prices and other basis of payment specified, taking into consideration any amounts that may be deductible, under the terms of the Contract.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said bid.

Said improvements shall be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within the time extended, the City will be caused to incur liquidated damages as specified in the FY 2021 Overlay Program Project

Contract Documents. Liquidated damages shall be retained out of any monies due or to become due under this agreement.

Payments shall be made as provided in the Contract Documents.

Should suit or action be undertaken to enforce any of the terms of this agreement or to seek damages for its breach, the prevailing party shall be entitled to an award of its reasonable attorney fees, including those incurred on appeal.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, the Contract and affixed their respective official seals.

CONTRACTOR:

OWNER:

CITY OF SWEET HOME, OREGON:

APPROVED AS TO FORM:

City Attorney

DATE: _____

DATE: _____

By: _____

By: _____

Public Works Director

Title: _____

By: _____

City Manager

By: _____

Title: _____

(Note: Signatures of two officers are required for a corporation.)

Corporation Tax No. (if incorporated)

Social Security No. (if individual)

BID BOND

DATE. _____

BOND NO. _____.

AMOUNT OF BID: _____ (\$).

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as Principal, hereinafter called the PRINCIPAL, and

(Name of Surety)

a corporation duly organized under the laws of the State of _____ having its principal place of business at _____, in the State of _____, and authorized to do business in the State of Oregon, as SURETY, hereinafter called the Surety, are held firmly and bound unto the City of Sweet Home, Oregon, as Obligee, hereinafter called the OBLIGEE, in the sum of

_____ Dollars & Cents (\$ _____), (10% of total contract price)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for _____, said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contracts Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or on the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

A certified copy of the agent's power-of-attorney must be attached hereto.

Signed and sealed this _____ day of _____, 20____

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

DATE. _____

BOND NO. _____

TOTAL BID AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as CONTRACTOR (Principal), and

(Name of Surety)

a corporation, duly organized to do a general surety business in the State of Oregon as SURETY, jointly and severally, bind ourselves, our heirs, executors, administrators, successors, and assigns firmly in the sum of

Dollars & Cents (\$ _____), *(total contract price)*

to the Owner for the payment of labor, materials, and equipment furnished for the use in the performance of the Contract, which is incorporated herein by reference. The Contractor and Surety, jointly and severally, agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments, hereto, upon amendment to the Contract not increasing the Contract Price more than twenty five percent (25%). The term "amendment wherever used in this Bond, and whether referring to this Bond, the Contract, or the loan documents, shall include any alteration, extension, or modification of any character whatsoever.

With respect to the Owner, this obligation shall be null and void if the Contractor: 1) promptly makes payment, directly or indirectly, for all sums due Claimants, and 2) defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract.

With respect to Claimants, this obligation shall be null and void if the contractor promptly makes payment, directly or indirectly, for all sums due.

A Claimant is defined as persons claiming to have supplied labor or materials, for the prosecution of the work provided for in the Construction Contract, including any person having a direct contractual relationship with the Contractor furnishing the Bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming monies due to the State Accident Insurance Fund Corporation, State Department of Unemployment Trust Fund, or the Department of Revenue, in connection with the performance of the Construction contract, has a right of action on the Contractor's Board as provided in ORS 279C.380 only if: 1) the person or the assignee of the person has not been paid in full; and 2) the person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and the Secretary of State, in the Construction Contract with a state agency, or the clerk or auditor if the public body is other than a state agency.

The intent of this Bond shall be to include without limitation, the terms 'labor, materials or equipment, that part of water, gas, power, light, heat, oil. Gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of the Contractor, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

The Contractor and Surety hereby jointly and severally agree with the Owner that every Claimant, who has not paid in full before the expiration of a period of one hundred twenty (120) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, for which claim is made, may have a right of action on this Bond. The Owner shall not be liable for the payment of any costs or

expenses including attorneys' fees which the Owner may incur in connection with its defense of any such right of action.

No suit or action shall be commence on this Bond by any Claimant: 1) Unless claimant shall have given written notice to the Contractor and the Secretary of State, if the Contractor with a state agency, or the clerk or auditor of the public body which let the Contract if the public body is other than a state agency, within one hundred twenty (120) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, or hand delivered in an envelope addressed to the Contractor, and such other entity who is to receive notice, at any place where that party maintains an office, conducts business, or at its residence, or delivered to that location. 2) After the expiration of two (2) years from the date on which the Claimant last performed labor, materials or equipment. Any limitation embodied in this Bond, which is prohibited by any law controlling the project, shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by law.

When the Claimant has satisfied the conditions of the above, the Surety shall promptly and at the Surety's expense take the following actions: 1) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amount that are undisputed and the basis for challenging any amount that are disputed. 2) pay or arrange for payment of any undisputed amounts.

The Surety's total obligation shall not exceed the amount of the bond and any amendment thereto as outlined above, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

Amounts owed by the Owner to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

The Surety shall not be liable to the Owner, Claimants or others for obligation of the contractor that are unrelated to the Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, otherwise have obligations to Claimants under this Bond.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and to other obligations.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

Definitions: 1) Construction Contract; The agreement between the Owner and the Contractor identified on the signature page, including all contract Documents and changes thereto.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____, 20____.

(Corporate Seal)

Principal

Title:

Street/City Address

(Corporate Seal)

Surety

Title:

Street/City Address

(Corporate Seal)

Surety Witness:

Title:

Street/City Address

City of Sweet Home, 1140 12th Avenue, Sweet Home OR 97386

(Owner)

FY 2021 Overlay Program Project

(Project)

None

(Bond Modifications)

PERFORMANCE BOND

DATE. _____

BOND NO. _____

TOTAL BID AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as CONTRACTOR (Principal), and

(Name of Surety)

a corporation, duly organized to do a general surety business in the State of Oregon as SURETY, jointly and severally, bind ourselves, our heirs, executors, administrators, successors, and assigns firmly in the sum of

Dollars & Cents (\$ _____), *(total contract price)*

to the Owner for the performance of the Construction Contract and any extension thereof, and during the twelve (12) month guaranty period which contract, extension and guaranty are incorporated herein by reference.

If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in the following paragraph.

If there is no Owner Default, the Surety's obligation under this Bond shall arise after: 1) The Owner has notified the Contractor and the Surety at its address described on the signature page herein, that the Owner is considering declaring the contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held no later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and 2) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in the above paragraph; and 3) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the construction contract in accordance with the terms of the contract with the Owner.

When the Owner has satisfied the conditions of the above paragraph, the Surety shall promptly and at the Surety's expense take one of the following actions: 1) Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or 2) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, which agents or independent contractors shall be acceptable to the Owner; or obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in the following paragraph in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or 4) Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances: 4a) After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or 4b) Deny liability in whole or in part and notify the Owner citing reasons therefore.

If the Surety does not proceed as provided in the above paragraph with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to

enforce any remedy available to the Owner. If the Surety proceeds as provided in the above paragraph, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under the second above paragraph, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for: 1) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract; 2) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under the second above paragraph; and 3) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted with two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

The Surety shall not be liable to the Owner or others for obligation of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and to other obligations.

Notice to the Surety, the Owner or the Contractor shall be mailed by certified or registered mail or delivered to the address shown on the signature page.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Definitions: 1) Balance of the Contract Price; The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

2) Construction Contract; The agreement between the Owner and the Contractor identified on the signature page, including all contract Documents and changes thereto.

3) Contractor Default; Failure of the contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction contract.

4); Owner Default; Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction contract or to perform and complete or comply with the other terms thereof.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____, 20____.

(Corporate Seal)

Principal

Title:

Street/City Address

(Corporate Seal)

Surety

Title:

Street/City Address

(Corporate Seal)

Surety Witness:

Title:

Street/City Address

City of Sweet Home, 1140 12th Avenue, Sweet Home OR 97386

(Owner)

FY 2021 Overlay Program Project

(Project)

None

(Bond Modifications)

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: **FY 2021 Overlay Program Project**

Bid Closing Date & Time: Tuesday, April 20, 2021, 2:00 PM.

Bid Open Time: Tuesday, April 20, 2021, 4:00 PM.

Disclosure Due Date & Time: Tuesday, April 20, 2021, 4:00 PM.

Bid total greater than \$100,000? _____ (Yes / No, if No, subcontractor information is not required).

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on this form.

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000, see ORS 279C.370. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000 whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing:

- The name of each subcontractor, and
- The category of work to be performed, and
- The dollar value of the subcontract.

Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370 and its amendments is a matter of Responsiveness. Bids that are submitted by the Bid Closing Time, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

Subcontractor's Name	Category of Work	Dollar Value of Subcontract

Use additional sheets of this page if necessary.

Submitted by: _____ (Bidder & Contact Name), _____ (Phone #).

BID FORM

	ITEM DESCRIPTION WITH BID UNIT PRICE	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT
Bid Schedule A. Kalmia St and 45th, 46th, 47th Aves					
1	Mobilization, Cleanup, Traffic & Erosion Control	LS	1	LUMP SUM	
2	Tack Coat	SY	6,650		
3	Level 2, 1/2" ACP Mixture	TON	795		
	Total Bid Project Cost, Schedule A				\$

Bid Schedule B. Harding St from Mountain View Rd to 27th Ave, and 23rd Ave					
4	Tack Coat	SY	3,255		
5	Level 2, 1/2" ACP Mixture	TON	395		
	Total Bid Project Cost, Schedule B				\$

Bid Schedule C. Juniper St. from 32nd Ct to 35th Ave, and 32nd Ct					
6	Tack Coat	SY	2,530		
7	Level 2, 1/2" ACP Mixture	TON	320		
	Total Bid Project Cost, Schedule C				\$

Bid Schedule D. Grape Street and Grape Loop					
8	Tack Coat	SY	1,855		
9	Level 2, 1/2" ACP Mixture	TON	220		
	Total Bid Project Cost, Schedule D				\$

Total Bid Project Cost Schedule A through D					
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PREVAILING WAGE for PUBLIC WORKS CONTRACTS

OREGON BOLI SPECIFICATIONS

All the provisions required by ORS 279C.800 through ORS 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Sweet Home shall be complied with.

Each worker in each trade or occupation employed in the performance of this contract either by the contractor, subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the work on this contract, must be paid not less than the applicable state prevailing rate of wage in accordance with ORS 279C.838 and 279C.840.

Each year the Oregon Bureau of Labor and Industries (BOLI) publishes two rates publications (and amendments to both) that are available by calling 971-673-0839 or online at the BOLI website at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

Prevailing wage rates that apply to this contract are the **January 1, 2021, Prevailing Wage Rates for Public Works Contracts** in Oregon and the **October 1, 2020, PWR Apprenticeship Rates**.

Only Oregon BOLI Prevailing Wage Rates apply to this project. **FY 2021 Overlay Program Project** does not use federal funds and does not require Davis-Bacon rates.

If the contractor fails to pay for any labor or services, the City can pay for this labor or services and withhold these amounts from payments due the contractor. ORS 279C.520; OAR 839-025-0020(2)(b).

The contractor shall pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540.

The contractor shall give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)

Contractors and subcontractors are required to prepare weekly certified payroll reports and statements and submit them to the City by the fifth business day of each month (ORS 279C.845; OAR 839-025-0010). Contractor payment will be withheld until the City is in receipt of these certified weekly payroll reports. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 through ORS 279C.870.

Contractors and subcontractors which are on BOLI's List of PWR Contractors Ineligible to Receive Public Works Contracts, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest, are ineligible to receive public works contracts until removed from the list. The current version of the list is available on the BOLI website at:

<https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx>

PAYMENT OF MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

Oregon BOLI Law ORS 279C.530

The contractor shall make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)

All subject employers working under this Contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

PUBLIC WORKS BOND

Oregon Public Contracting Law

In addition to the required payment bond and performance bond, unless exempt under ORS 279C.836 (7), (8), or (9), the contractor and every subcontractor is required to file a \$30,000 Public Works Bond with the Construction Contractor's Board before starting work on the project, to be used exclusively for unpaid wages determined to be due by BOLI.

The contractor shall include in every subcontract a provision requiring the subcontractor to have said Public Works Bond filed with the Construction Contractor's Board before starting work on the project, unless the subcontractor is exempt. The contractor is required to verify that subcontractors, unless exempt, have filed a public works bond before permitting a subcontractor to start work on a project.

The Statutory Public Works Bond form is available from BOLI upon request or may be downloaded from <https://www.oregon.gov/boli/employers/Documents/public-works-bond.pdf>.

RECIPROCAL PREFERENCE LAW

Oregon's Reciprocal Preference Law

Oregon's reciprocal preference law, ORS 279A.120, requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in the bidder's home state. For example, if the low bidder is from a state that grants a 10 percent preference to its own in-state bidders, the Oregon agency must add 10 percent to that bidder's price when evaluating the bid.

OAR 125-246-0310: Reciprocal Preferences.

- (1) When evaluating offers according to OAR 125-247-0255 through 125-247-0260, 125-249-0390 or 125-249-0640 through 125-249-0660, Authorized Agencies must add a percentage increase to the Offer of a Nonresident Offeror equal to the percentage, if any, of the preference that would be given to that Offeror in the state in which the Offeror resides. An Authorized Agency may rely on the list maintained by the Department according to ORS 279A.120(4) to determine:
 - (a) Whether the Nonresident Offeror's state gives preference to in-state Offerors; and if so,
 - (b) The amount of such preference (Percentage).
- (2) Authorized Agencies must add a percentage to the Offer that matches the Percentage described in Section (1) before determining Tie-Offers in accordance with OAR 125-246-0300.

The National Association of Procurement Officials (NASPO) has gathered information on preference laws of all states. See <https://www.naspo.org/research-innovation/state/OR> for more details. This list is for your use in making contract awards under Oregon's reciprocal preference law. If you are in need of any assistance in the application of this law, please call or contact the State Procurement Office:

State of Oregon
Department of Administrative Services
State Procurement Office
1225 Ferry Street SE, U-140,
Salem, OR 97301-4285.
Tel: 503-378-4642.

PROJECT DRAWINGS (SEPARATE ATTACHMENT)

CONSTRUCTION DETAILS

See Attached.

SPECIAL PROVISIONS I

GENERAL REQUIREMENTS AND INFORMATION

The Oregon Standard Specifications for Construction (as revised), American Public Works Association (APWA) and American Water Works Association (AWWA) Standard Specifications, and ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), etc. as applicable, are the Construction Specifications for this project. Other sections of the Oregon Standard Specifications may also apply and their omission as a direct reference herein does not relieve the Contractor from those standards. The cost of other items not specifically called for in the bid will be considered incidental to the Project and no additional payments will be made.

The General Requirements and Information references, as provided in the Special Provisions I are general in nature, those descriptions and references in the Technical Specification portion of the Special Provision II section are related more specifically to the particulars of the Project.

NOTE: All codes, standards, workmanship, material testing, general items, products, execution, special provisions, measurement and payments etc., are well documented in the Specifications noted above, and are NOT repeated here, but are included herein in whole or in part as reference and shall be applicable.

DESCRIPTION NARRATIVE OF WORK

The project work is the AC Paving Overlay and application of tack coat of various city streets as noted in the schedule listing below.

Schedule A is the placement of 795 Tons of Level 2 Asphalt Concrete Paving for both roadways and driveways, and the pretreatment of 6,650 square yards of road surface on the Streets of Kalmia Street, 45th Avenue, 46th Avenue, and 47th Avenue.

Schedule B is the placement of 190 Tons of Level 2 Asphalt Concrete Paving for both roadways and driveways, and the pretreatment of 3,255 square yards of road surface on the on the Streets of Harding Street and 23rd Avenue.

Schedule C is the placement of 320 Tons of Level 2 Asphalt Concrete Paving for both roadways and driveways, and the pretreatment of 2,530 square yards of road surface on the Streets of Juniper Street and 32nd Court.

Schedule D is the placement of 220 Tons of Level 2 Asphalt Concrete Paving for both roadways and driveways, and the pretreatment of 1,855 square yards of road surface on the Streets of Grape Street and Grape Loop.

TIME AND PLACE OF RECEIVING BIDS

Sealed bids will be received at the City of Sweet Home Public Works Department at 1140 12th Avenue, Sweet Home, Oregon, at which time as noted in the bid documents, the sealed bids will be publicly opened and read. Bids submitted after the specified time will not be received or opened.

The City of Sweet Home reserves the right to accept the bids and award a contract to the lowest responsible bidder; to postpone the acceptance of the Bid and the award of the contract for a period not to exceed thirty (30) calendar day; or to reject any and all bids received and further advertise the project for bids. The City of Sweet Home may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City that it is in the public interest to do so.

The City of Sweet Home reserves the right to accept all, or any component in part, any Bid Schedule (e.g. A, B,...) grouped bid items, or individual bid items as noted in the specifications.

CONSTRUCTION SCHEDULE

The work, as described in these Plans and Specifications, is to begin no earlier than that approved by City Council and noted in the Notice to Proceed. Following the Award of Contract, and prior to issuance of the Notice to Proceed, a Pre-Construction meeting will be held, at which the Contractor shall submit a written Work Schedule, Traffic Control Schedule, Erosion Control Plan, or other documents to the Engineer. The Work Schedule shall specify the project work days to be utilized within the allowable completion time. Failure to complete the work within the completion time prescribed shall be considered cause for assessing liquidated damages, as set forth in Paragraph "LIQUIDATED DAMAGES" of these Special Provisions.

The construction schedule, as approved by the Engineer, will be an integral part of the Contract and will establish interim contract completion dates for the various activities. "Day" used throughout the Contract, unless otherwise stated, means "calendar day". Should any activity not be completed within five (5) days after the stated scheduled date, the Engineer shall have the right to order the Contractor to expedite completion of the activity by whatever means the Engineer deems appropriate and necessary without additional compensation to the Contractor.

It is expressly understood, and agreed, that failure by the Engineer to exercise the option to either order the Contractor to expedite an activity, or to expedite the activity by other means, shall not be considered precedent setting for any other activities.

TYPE OF BID

The Bid for the work is to be submitted on a unit price basis as called for in the Bid. The estimate of quantities of work to be done as tabulated in the Bid, and although stated with as much accuracy as possible, is approximate only, and is assumed solely for the convenience of the Contractor while assembling the Bid.

BASIS OF AWARD

Award, if made, will be to a lowest responsible bidder (as defined by O.R.S.) for any combination of schedules as stated above which is determined by the City to be in the City's best interest to award.

PERMITS

The contractor shall be responsible for acquiring any permits necessary for the completion of the work, i.e. fill & grade, water & wastewater plumbing, stormwater, or building construction on private property.

INCIDENTAL ITEMS

It is the intent of these documents that the bid items listed in the Bid shall provide full and complete payment for this project, as described in the Plan and Specifications. Payment for any incidental items, whether noted on the Plans and Specifications or not, which are necessary for the completion of the project as designed, but not listed explicitly as or with a bid item, shall be considered to have been included with the Bid.

PREQUALIFICATION

Prequalification is not required for this project.

When they occur if stated in the Instructions to Bidders, statements on standard ODOT or AGC Form 40 forms must be received by the City of Sweet Home on the date stated. Prequalification shall state the bidder's experience in handling work of this type and magnitude, availability of equipment and supervisory personnel, giving references on previous similar projects, etc. Bids that are submitted by Contractors that have not prequalified will be considered non-responsive, and the bid will not be opened. Faxed Prequalification statements will not be accepted.

UTILITIES

The utilities shown on the Plans are located to the best degree possible from the information available, but are not guaranteed to be either accurate or complete. The existence of existing utility conflicts, not indicated on the Plans, shall not be the basis of extra work claims except that the cost of extra materials actually required to perform the work, and incorporated into the work, may be submitted for reimbursement in accordance with the General Conditions. The decision of the Engineer, as to the validity of such claims, shall be final. IN ACCORDANCE WITH ORS 757.542 TO 757.562 inclusive, it shall be the responsibility of the Contractor to notify all utility companies and organizations of his intention to begin construction. The Contractor alone shall be responsible for protecting all utilities and replacing utilities damaged by the Contractor during construction.

LIMITATION / SUBMISSION REQUIREMENTS

The City of Sweet Home reserves the right to:

- Accept or reject any or all bids received as a result of the RFB,
- Negotiate with qualified Bidders, as allowed by law.
- Cancel any RFB, in part or in whole, if it is determined to be in the best interest of the City to do so,
- Award to the selected firm or contractor any subsequent engineering design and construction services contract, part or in whole, for recommended capital projects,
- The RFB does not commit the City of Sweet Home to pay any costs incurred to prepare a bid.

SAFETY REQUIREMENTS

The Contractor shall have the sole responsibility for complying with the requirements of the Oregon Occupational Safety and Health Code, particularly Division 3, OAR 437-003, "Construction". Failure of the Contractor to comply with specific requirements shall be the Contractor's liability. No liability for safety violations will be assumed by the Engineer, City, or other involved parties. The Contractor shall comply with all Federal, State, County and City regulations.

PROTECTION OF FACILITIES

The Contractor shall make provisions for protection of all work during the period of construction, and shall repair or replace any facilities damaged by flood, fire, vandalism, neglect, or other means prior to acceptance of the completed facility by the Owner.

INSPECTION/ENGINEER

The term Inspector, Engineer, or the authorized representative of the Owner, for the purposes of approving materials and workmanship, shall be the City of Sweet Home.

SPECIFICATIONS

The Contractor shall perform all work in conformance with the construction drawings, special provisions and in compliance with the Oregon Standard Specifications for Construction (as revised) as if said specifications were bound herewith, or as they may be modified by the Special Provisions herein.

PROJECT WARRANTY

In addition to other specific warranties required by these Specifications, all work, including material and workmanship supplied by the Contractor shall be warranted to be free of defect for one (1) year from the date the written Final Acceptance by the City of Sweet Home. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs, and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the Work, and the Contractor and his surety shall be liable for the cost thereof.

TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

This shall include all temporary protection and direction of traffic per Oregon Standard Specifications for Construction, ODOT specifications, and as shown on the drawings or as stated herein. Traffic Control shall be per current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Traffic control devices which are expected to be in place for the duration of the project may be shown on the drawings. The Contractor shall provide such other traffic control devices as may be required at locations where construction is of short duration (i.e., street intersections and access to private property).

Adequate warning protection will be required for pedestrians, residents, and any material stored in a staging area in the right-of-way, or roadway. Night time protection with lighted barricades may be required. Emergency vehicles must have access or have access provided when needed.

A traffic control plan shall be submitted to the Engineer for review and approval. Following approval, the plan SHALL BE ADHERED TO AT ALL TIMES. The Contractor may find it necessary to consider various traffic control options for different stages of construction. Limited street closure to through traffic will not be allowed on this project. The Contractor must submit and receive approval from the Engineer prior to any modifications to the approved plan. If, in the opinion of the Engineer, the Contractor fails to comply with the drawings or the approved traffic control plan, or fails to protect the public safety, in addition to other penalties as described in the Standard Construction Specification, payment for this item shall be reduced at the discretion of the Engineer.

The Contractor shall furnish the Engineer with the name and phone number of a responsible person with authority to ensure that the provisions of the plan are complied with, particularly with regard to 24 hour availability to provide a one (1) hour response to problems. The Contractor shall, at all times, protect access to private property.

Access for all residents must be maintained at all times, provide 48 hour written notice to the residents when specific driveways may be out of use. Maintaining access at all times to adjoining properties shall be incidental to the Contract and no extra payment shall be made for work relating to maintaining access, including temporary rock or asphalt necessary for the convenience and safety of the public.

EROSION CONTROL

As required per DSL, COE, DEQ, and any other National permits. All construction activities shall conform to City NPDES permit and Stormwater Control Best Management Practices.

Erosion control measures shall protect excessive sediment runoff into catchbasins or ditch channels located at or near the work areas. Material deposits in excess must be removed by the contractor. The City of Sweet Home will not provide removal. This will include control of runoff from any areas used for staging when or if the staging area is in a portion of the street right-of-way.

FINAL CLEANUP

Final cleanup of all work sites or staging areas shall remove construction materials, equipment, debris, and dirt or gravel from all surfaces, as well as from catch basins and storm drains, that may have been impacted by construction activities. This may also include periodic street sweeping regularly since there are local residents within the work zone.

LIQUIDATED DAMAGES

Liquidated Damages will not be necessary on this project.

On projects if they were to occur, and would be as noted in the Instructions to Bidders, liquidated damages would be assessed as described in Section 00180.85 of the Oregon Standard Specifications for Construction. Liquidated damages shall apply against the Contractor and accrue to the Owner at the rate of Two Hundred Dollars (\$200) per day per Schedule for each and every day that the project remains uncompleted beyond the time period outlined in the Construction Schedule.

BONDING REQUIREMENTS

A performance bond and payment bond in the amount of 100% of the contract price shall be furnished to the City of Sweet Home upon executing the contract.

A warranty bond for one year is required from the date of the acceptance by the City. The City of Sweet Home shall be named on the bond as the project Owner.

QUALITY CONTROL TESTING

The Owner reserves the right to perform any testing as may be required to determine compliance with the specifications. Costs for such testing shall be the Owner's responsibility unless testing indicates noncompliance. Costs for such testing indicating noncompliance shall be borne by the Contractor. Noncomplying Work shall be corrected and testing will be repeated until the Work complies with the specifications. Contractor shall pay any costs for retesting non-complying Work.

The Contractor shall cooperate in every respect with the activities of the testing agency.

PROPERTY PIN AND SURVEY/GPS MONUMENT PROTECTION

All property pins adjacent to and within the work area shall be protected from disturbance. If property corners are disturbed during the course of the work, and are not specifically referenced in the Bid Tabulations as requiring setting or resetting, they shall be replaced by a licensed surveyor at the Contractor's expense.

The care and protection, and replacement of damaged or dislodged property monumentation shall also apply to all City and Linn County Survey Markers, GPS Monuments, DLC Corner Monuments, and other position control points.

PRE-BID MEETING

A Pre-Bid meeting will not be required on this project.

PRE-CONSTRUCTION MEETING

A Pre-Construction meeting will be required on this project after the bidder award. When it occurs as noted in the Instructions to Bidders, the meeting will be located at City Hall, and scheduled to take place anytime within ten (10) working days following the Notice of Award. Weather and or other construction scheduling issues may modify this time frame. The Construction Contract and the Notice to Proceed will generally be issued at the meeting.

RETAINAGE

To ensure the proper performance of the Contract, the Owner shall retain five (5%) of the amount of each progress payment until final completion and acceptance of all work covered by this contract.

WAGES AND SALARIES

Attention of Contractors is particularly called to the requirements concerning wages to be paid to certain categories and classifications of employees.

DISPOSAL OF EXCESS MATERIAL

All excess trench excavation, existing sidewalk or curb, and other materials designated to be removed under the contract shall be disposed of off site at the Contractor's expense and in a legal manner. Fill permits, stating Contractor provided quantity, transportation carrier, and fill destination, if within the City Limits, shall be acquired by the City as needed.

PAYMENT

The contractor shall accept the compensation as full payment for furnishing all materials, labor, tools, and equipment necessary to complete the work. Compensation shall include loss or damage arising from the nature of the work or action of the elements, or any unforeseen difficulties, which may be encountered during the prosecution of the work.

The quantities listed in the bid schedule do not govern final payment. Payments to the contractor will be made only for the actual quantities of the work performed and for the quantities of work performed as extra work or under supplemental agreement. When items of work are not listed in the bid schedule, the work shall be considered incidental and no separate payment shall be paid.

If the contract cost is determined wholly or in part, on a lump-sum basis, Engineer may use unit prices bid by Contractor in making progress estimates on the work. In case said unit prices do not, in the opinion of the Engineer, truly represent actual relative costs of different parts of work, a percentage of the unit price may be used in making progress estimates.

END OF GENERAL REQUIREMENTS AND INFORMATION

SPECIAL PROVISIONS II

TECHNICAL SPECIFICATIONS

The Oregon Standard Specifications for Construction (as revised), American Public Works Association (APWA) and American Water Works Association (AWWA) Standard Specifications, and ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), etc. as applicable, are the Construction Specifications for this project. Other sections of the Oregon Standard Specifications may also apply and their omission as a direct reference herein does not relieve the Contractor from those standards. The cost of other items not specifically called for in the bid will be considered incidental to the Project and no additional payments will be made.

The General Requirements and Information references, as provided in the Special Provisions I are general in nature, those descriptions and references in the Technical Specification portion of the Special Provision II section are related more specifically to the particulars of the Project. The cost of other items not specifically called for in the Bidder's Bid will be considered incidental to the Project and no additional payments will be made.

NOTE: All codes, standards, workmanship, material type, material testing, general items, products, execution, special provisions, measurement and payments etc. related to the items noted below, are well documented in the Standard Specifications 00100 through 03010 and are NOT repeated here, but are included herein by reference.

Notification to immediately adjacent corner residents shall be made in writing by the contractor 48 hours in advance of the work. Notification shall state Project Name, Contractor Company Name, contact and phone, City Contact and Phone, the date of the work scheduled and a request to keep parked vehicles out of the corner area. Adequate warning protection will be required for pedestrians, residents, and any material stored in a staging area in the right-of-way, or roadway. Access for all residents must be maintained at all times, provide 48 hour written notice to the residents when specific driveways may be impacted.

Following this section is a map(s) showing the project work site location in Sweet Home.

Bid Items.

BID ITEM NO. 1 – Mobilization, Cleanup, Staking, Traffic & Erosion Control.

This item shall include all mobilization and final cleanup within the project area. This will also include periodic street sweeping and to provide final cleanup of all work sites or staging areas to remove construction materials, equipment, debris, and dirt or gravel from all surfaces, as well as from catch basins and storm drains, that may have been impacted by construction activities, since there are local residents within the work zone. This includes any staging area required.

This item shall include all Work Zone Traffic Control required by the City of Sweet Home, OHSA MUTCD, and Oregon Department of Transportation Standards. This bid item shall be considered full pay for all labor, materials, and equipment required to plan for, coordinate, sign, flag, detour, or direct traffic impacted by this project in accordance with Section 00225 of the ODOT Standard Specifications. A general traffic control plan shall be submitted – and approved – to the City prior to the beginning of work.

Adequate warning protection will be required for any material stored in a staging area in the right-of-way, or along the longitudinal cut drop off running lengthwise on the roadway. Night time protection of stored materials with lighted barricades may be required. This will include control of runoff from any areas used for staging when or if the staging area is a portion of the street right-of-way. Material deposits in excess must be removed by the contractor. The City of Sweet Home will not provide removal.

Access for all residents must be maintained at all times, provide written notice to the resident when specific driveways may be out of use. Emergency vehicles must have access or have access provided when needed.

This item shall include erosion control measures to protect runoff into catchbasins or drainage ditches located on the local streets where the work will be performed. Bio-Filter bags or other forms of sediment barriers may be used.

BID ITEM No. 2, 4, 6, 8. – Tack Coat.

This per square yard bid item is for tack coat on all roadways per Oregon Standard Section 00730. Application rate shall be 0.08 gal/square yard. Tack Coat shall only be applied to clean dry surfaces, all loose material should be removed prior to application.

This material is for the roadway travel lane areas only, it is not necessary to use on driveway aprons. Tack coat shall be measured and paid by square yard of roadway surface.

BID ITEM NO. 3, 5, 7, 9. – Level 2, 1/2" ACP Mixture.

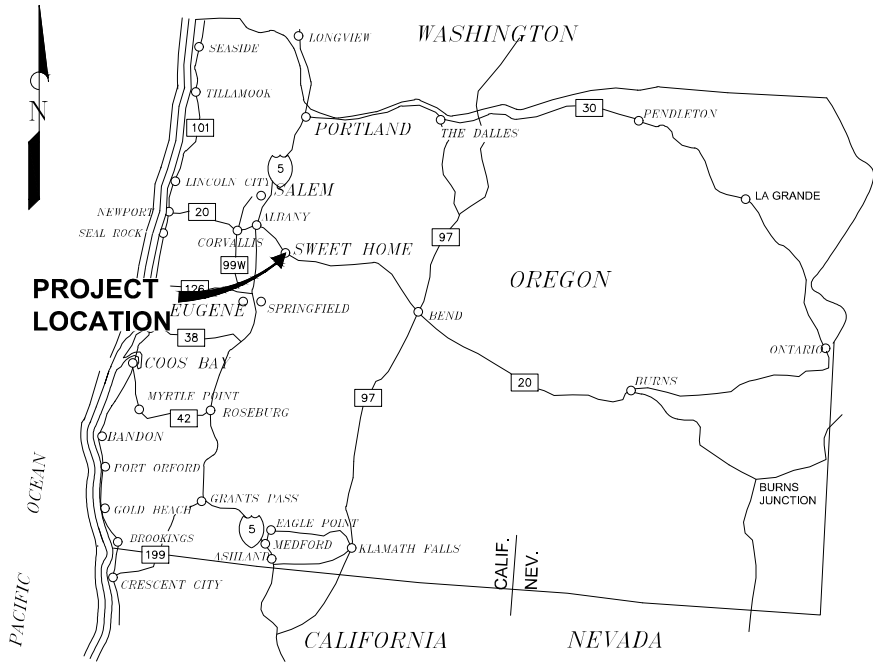
This per Ton bid item shall include the wearing course lift of 2" thick, Level 2 Asphalt Concrete Pavement per Oregon Standard Section 00744. It shall be used for all roadway areas, driveway areas, and work area shoulder excavations and infills. For driveway aprons, pave the first 3 feet of the driveway or per City direction. Existing driveways of asphalt or concrete will be paved per City direction. This bid item includes edge widening lifts and pre-level applications necessary for the primary overlay lift. City and Contractor to verify locations.

Level 2, 1/2" ACP Mixture shall be paid by the ton and measured by the load ticket.

END OF GENERAL TECHNICAL REQUIREMENTS

CITY OF SWEET HOME

LINN COUNTY, OREGON



LOCATION MAP



LEGEND EXISTING

- CATCH BASIN
- MANHOLE
- VALVE CAN (WATER, GAS etc...)
- PROPERTY LINE/ROW

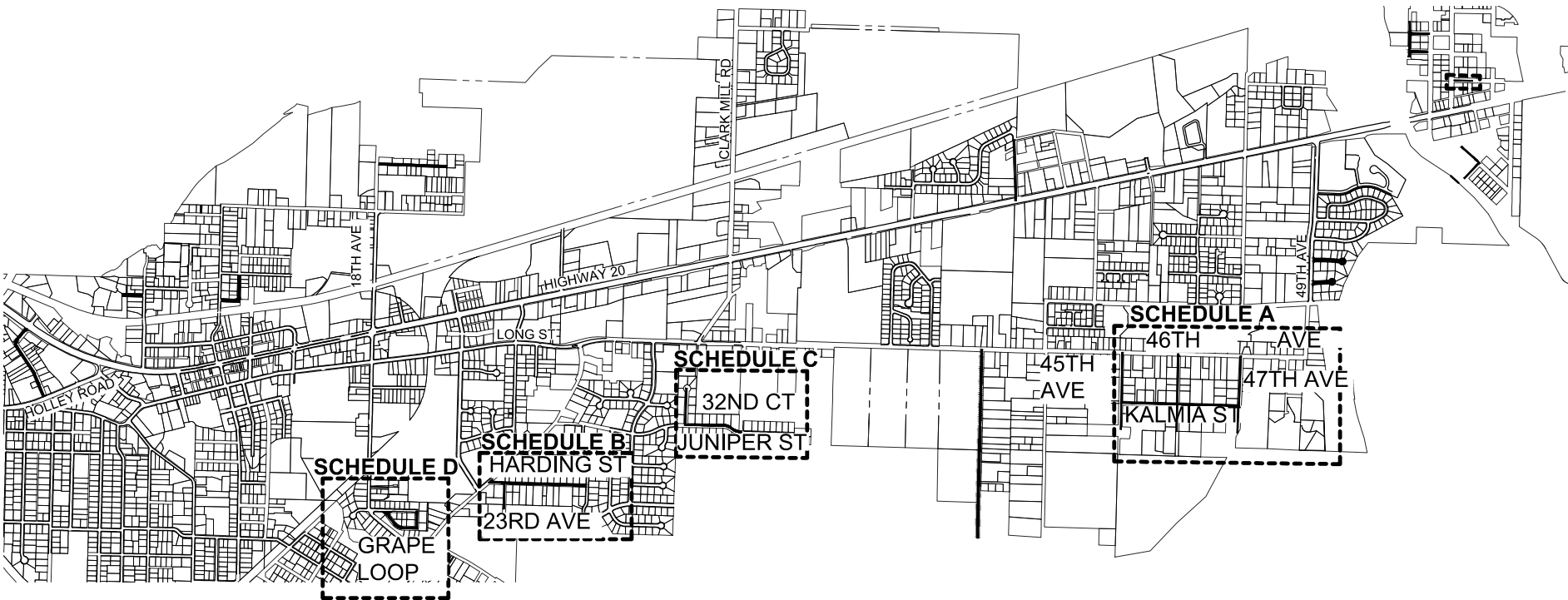
LEGEND NEW

- DRIVEWAY TRANSITION AREA
- OVERLAY OVERLAY
- OVERLAY TRANSITION AREA

GENERAL NOTES

- OREGON LAW REQUIRES YOU TO FOLLOW THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH 952-001-0090 AND ORS 757.542 THROUGH ORS 757.562 AND ORS 757.993. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER BY CALLING (503) 246-1987.
- THE CONTRACTOR SHALL CONTACT 'ONE CALL' FOR UTILITY LOCATES PRIOR TO EXCAVATION OR START OF CONSTRUCTION. (1-800-332-2344)
- THE OVERHEAD ELECTRICAL DISTRIBUTION SYSTEMS ARE NOT SPECIFICALLY INDICATED ON THE DRAWINGS BUT DO EXIST ALONG THE PAVING IMPROVEMENT ROUTES.
- THE EXISTING VALVE BOXES AND MANHOLES MAY NOT BE SPECIFICALLY INDICATED ON THE DRAWINGS BUT DO EXIST ALONG THE PAVING IMPROVEMENT ROUTES. CONTRACTOR SHALL LOCATE PRIOR TO THE START OF CONSTRUCTION AND PROTECT AS REQ'D FOR A COMPLETED PAVING IMPROVEMENT PROJECT.
- ALL MATERIALS AND WORK SHALL BE AS SPECIFIED AND CONFORM TO THE LATEST EDITION OF THE OREGON STANDARD SPECIFICATIONS (OSS) FOR CONSTRUCTION AND THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA).

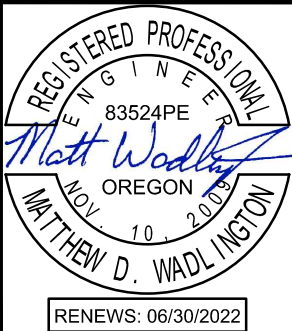
SHEET NO.	SHEET TITLE
G1	COVER SHEET, INDEX, LEGEND, LOCATION, & VICINITY MAP
A	KALMIA ST, 45TH, 46TH, 47TH AVE
B	HARDING ST & 23RD AVE
C	JUNIPER ST & 32ND CT
D	GRAPE LOOP
D1	TYPICAL STREET SECTIONS
D2	TRANSITION DETAILS



VICINITY MAP
NOT TO SCALE

2021 PAVEMENT OVERLAY PROJECT

PROJECT NO. 2817-003
MARCH 10, 2021



REV.	DATE	DESCRIPTION	BY

Designed By:	ERM	Drawn By:	ERM	Checked By:	MDW
Project No:		2817-003			

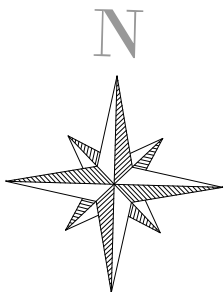
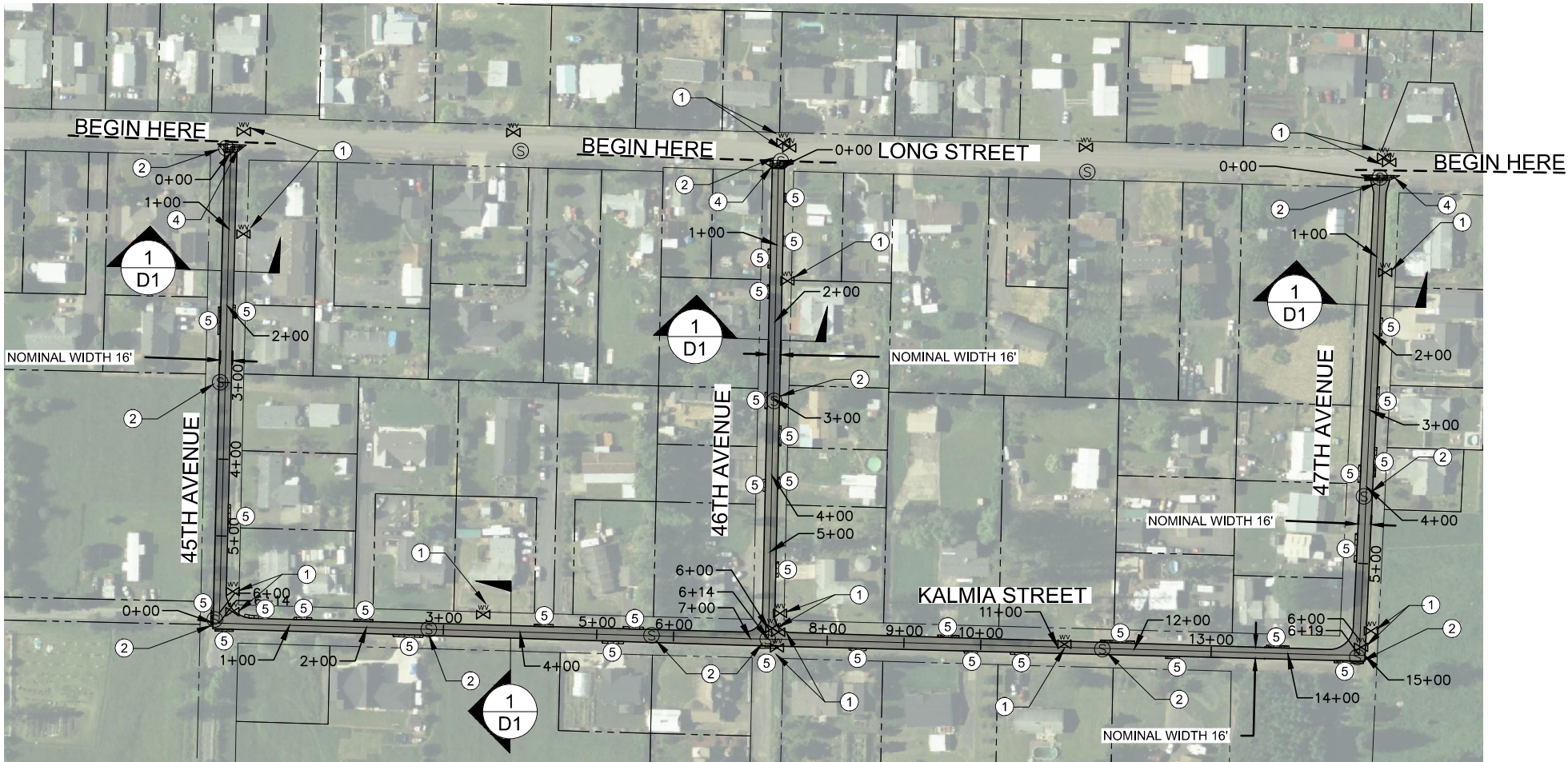
CITY OF SWEET HOME LINN COUNTY, OREGON	2021 PAVEMENT OVERLAY PROJECT	COVER SHEET, INDEX, LEGEND, LOCATION, + VICINITY MAP
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Date:	Sheet No:
MARCH 10, 2021	G1

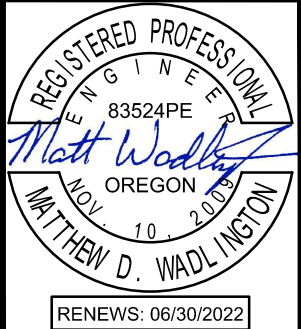
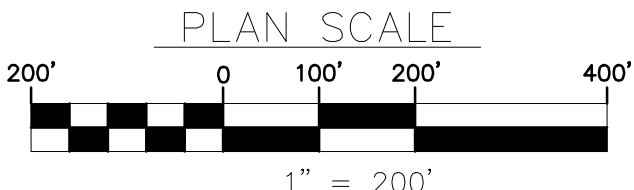
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KEYED NOTES
① VALVE CAN PROTECTION TYPICAL
② MANHOLE PROTECTION TYPICAL
③ STORM DRAIN GRATE PROTECTION TYPICAL
④ OVERLAY TRANSITION, SEE DETAIL 1 SHEET D2
⑤ DRIVEWAY APRON, SEE DETAIL 2 SHEET D2

- SHEET NOTES:
- BEGIN AND END OF CONSTRUCTION SHALL BE TAPERED TO MATCH EXISTING PAVEMENT.
 - EXISTING SEWER AND STORM DRAIN MANHOLES; VALVE CANS; AND ALL OTHER UTILITIES ALONG ROAD IMPROVEMENT AREA AS INDICATED ON THE PLANS ARE TO BE VERIFIED IN FIELD AND SHALL BE PROTECTED IN PLACE OR REPAIRED TO PRE-CONSTRUCTION CONDITION OR BETTER BY CONTRACTOR. ADDITIONAL UTILITIES MAY EXIST AT THE SITES.
 - CONTRACTOR TO MAINTAIN ONE LANE OF TRAFFIC OPEN AT ALL TIMES DURING COURSE OF CONSTRUCTION.
 - CONTRACTOR TO PROVIDE A CLEAN TRANSITION BETWEEN NEW IMPROVEMENTS AND EXISTING SITE SURFACES. CONTRACTOR SHALL PAY SPECIAL ATTENTION TO TRANSITIONS AT CROSS STREETS AND DRIVEWAYS.
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 - OTHER PAVEMENT MARKINGS SUCH AS STOP BARS, CROSS WALKS ETC. AS INDICATED ON THE PLANS SHALL BE FIELD VERIFIED AND SHALL BE REPLACED BY THE CONTRACTOR AFTER COMPLETION OF OVERLAY RESURFACING. ADDITIONAL PAVEMENT MARKINGS MAY EXIST AT THE SITES.
 - AS NECESSARY, NEW 1"-0 GRAVEL SHOULDER MATERIAL SHALL BE A CLEAN ROCK MATERIAL FROM CITY APPROVED SOURCE. SHAPE AND BLEND TO EXISTING SURFACES AS REQUIRED TO PROVIDE A SMOOTH TRANSITION TO EXISTING GRADES.
 - OVERLAYED SURFACE SHALL BE CURED AND OPEN TO TRAFFIC BY 5:00 PM EACH DAY



KALMIA ST, 45TH, 46TH, 47TH AVE



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REV.	DATE	DESCRIPTION	BY

Designed By: ERM	Drawn By: ERM	Checked By: MDW
Project No: 2817-003		

DATE: MARCH 10, 2021

CITY OF SWEET HOME LINN COUNTY, OREGON	2021 PAVEMENT OVERLAY PROJECT	KALMA ST, 45TH, 46TH, 47TH AVE
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Sheet No: A

DATE: MARCH 10, 2021

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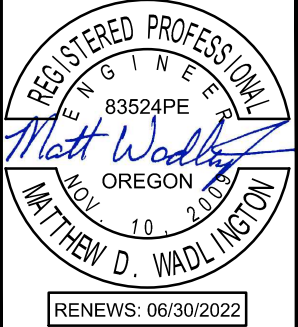
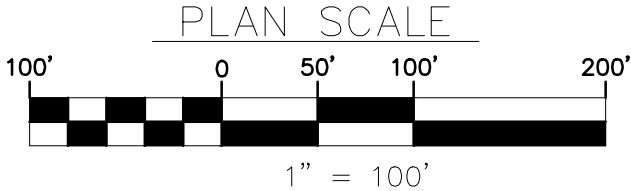
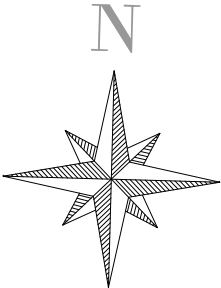
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	KEYED NOTES
①	VALVE CAN PROTECTION TYPICAL
②	MANHOLE PROTECTION TYPICAL
③	STORM DRAIN GRATE PROTECTION TYPICAL
④	OVERLAY TRANSITION, SEE DETAIL 1 SHEET D2
⑤	DRIVEWAY APRON, SEE DETAIL 2 SHEET D2



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REV.	DATE	DESCRIPTION	BY
Designed By: ERM		Drawn By: ERM	MDW
Project No: 2817-403		Checked By:	

CITY OF SWEET HOME
LINN COUNTY, OREGON

2021 PAVEMENT OVERLAY PROJECT

JUNIPER ST + 32ND CT

DATE: MARCH 10, 2021

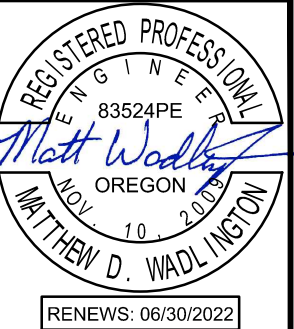
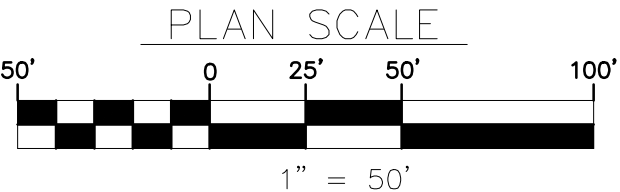
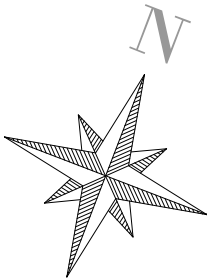
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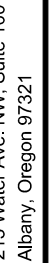
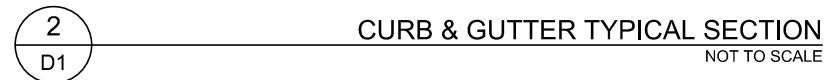
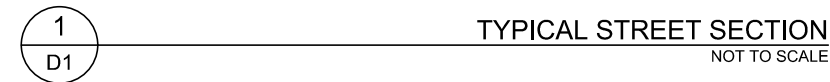
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CITY OF SWEET HOME
LINN COUNTY, OREGON

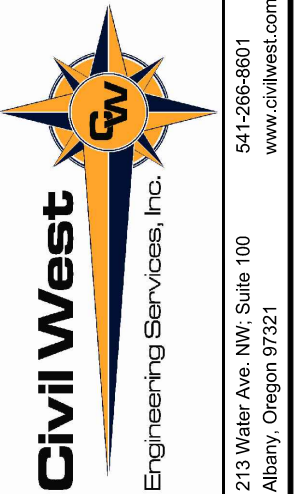
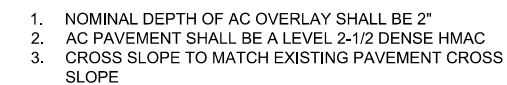
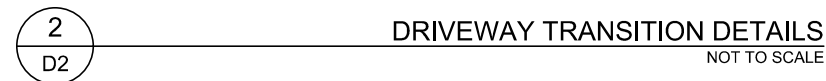
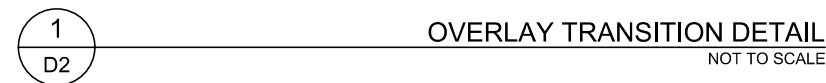
2021 PAVEMENT OVERLAY PROJECT

GRAPE LOOP

DATE: MARCH 10, 2021

TYPICAL STREET SECTIONS

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REQUEST FOR COUNCIL ACTION

Title: Surface Transportation Block Grant: Fund Exchange Program

Preferred Agenda: March 23, 2021

Submitted By: Trish Rice, Engineering Tech 2
Greg Springman, Public Works Director

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: n/a

Towards Council Goal: Goal 1.1c Develop specific steps for implementation of the adopted infrastructure master plans (streets)
Goal 2.5 5. Continue to implement strong financial best practices

Attachments: Fund Exchange Program flier
ODOT Fund Exchange Intergovernmental Agreement

Purpose of this RCA:

Staff requests authorization to enter into the ODOT Fund Exchange Intergovernmental Agreement (IGA) to exchange federal transportation funds for state transportation funds.

Background/Context:

Local governments receive annual transportation revenue from the Federal Surface Transportation Block Grant (STBG). Sweet Home receives about \$100,000 per year of STBG funds, which are held by ODOT on our behalf until we spend it. However, federal funds have extensive requirements (environmental, archaeological, etc.) which can easily exceed the construction cost of local projects, and which make it infeasible for local governments to use STBG funds directly.

To remedy this hurdle for local governments, ODOT provides the Fund Exchange Program. It's a mutually beneficial program wherein we give our STBG funds to ODOT (who can use them much more efficiently on large projects) and we receive state highway funds (which we can use efficiently on local projects).

The program is optional but highly recommended. We don't have large enough street projects in our capital plan to justify the added expenses that come with using federal funds. Sweet Home has participated in the Fund Exchange Program many times to pay for street projects, most recently in 2015. Our annual allocations have accrued since 2015 and our current balance is \$665,232 of federal STBG funds available to exchange.

There is an exchange rate. The current exchange rate is \$0.94 of state funds per \$1 of STBG funds (we have \$625,318 spending power). As of January 1, 2022, the exchange rate will drop

to \$0.90 per \$1 (\$598,708 spending power). That is a difference of \$26,610 in our spending power.

The attached IGA must be executed to participate in the program. After the City and ODOT have both signed the agreement, then we can request funds for eligible expenses. Eligible expenses are those for construction, reconstruction, improvement, repair, maintenance, operation and use of public highways, roads, and streets. (Oregon Constitution Article IX, Section 3a.)

Staff intend to use the exchange funds for overlay and/or chip seal projects as identified in the Capital Improvement Plan. Other maintenance and project expenses may also be eligible, such as streets maintenance staff wages and the City match funds for the 54th Ave – Riggs Hill Rd sidewalk project, pending further investigation.

The term of the IGA is through September 30, 2024. The IGA is not limited to one specific project as it was in previous years, and now is intended to cover all eligible projects in one agreement. Executing the IGA does not obligate us to any expenses. It is a mechanism to improve our access to an existing funding source. Staff will continue to present expenditures to Council for approval.

The Challenge/Problem:

How do we make efficient use of limited funds to complete needed streets projects?

Stakeholders:

- Sweet Home Residents – Residents deserve well-maintained City infrastructure that meets their needs and improves their quality of life.
- Sweet Home City Council – The City Council has a goal to provide viable and sustainable infrastructure that serves development and improves residents' quality of life.
- Sweet Home City Staff – City Staff have an interest in funding tools that empower them to meet the Council's goals.

Issues and Financial Impacts:

Executing the IGA does not obligate us to any expenses. It is a mechanism to improve our access to an existing funding source.

Currently our \$665,232 balance is sitting in our account held by ODOT. By participating in the Fund Exchange Program, we can use that money to get projects done much more efficiently than if we don't participate in the program. With the exchange rate we have \$625,318 spending power this year. If we don't use it, the new exchange rate in January 2022 will drop our spending power to \$598,708.

Staff desires to exchange as much of our balance as possible during 2021 to take advantage of the higher exchange rate, potentially up to the full balance.

Although not explicitly stated in the IGA, ODOT's program coordinator has stated that funds must be spend within 1 calendar year of disbursement. Therefore, staff will plan carefully to make the maximum withdrawals this calendar year that we can reasonably spend within the City's approved 2021 and 2022 budgets. If the City can spend these funds before July 1, we would require a budget amendment by the City Council.

Exchange funds are no longer issued as strictly reimbursements, and now may be released upon request at any time during the term of the IGA. That allows us to withdraw exchange funds in 2021 for use in 2022. If it is possible for us to withdraw our full balance in 2021 to maximize our spending power, then we desire to do so.

Elements of a Stable Solution:

A stable solution will provide efficient completion of needed street maintenance and improvements.

Options:

1. Option 1 – Do Nothing. The STBG funds will continue to accrue. Our spending power/value will drop when the exchange rate is lowered January 2022.
2. Option 2 – Spend STBG funds directly, without exchange. This option is not cost effective for local projects due to the environmental studies and other requirements that come with using federal funds.
3. Option 3 – Execute the IGA and authorize staff to exchange funds as eligible expenses are identified. This option gives us the most spending power to get streets work done with these funds. Staff will withdraw exchange funds that can be reasonably spent within allowable timelines and within the City's approved budget. Staff will continue to present capital projects and other anticipated expenditures to Council for approval.
4. Option 4 – Execute the IGA and save STBG funds for another year. Our spending power will drop as of January 1, 2022 when the exchange rate changes. Since we are now allowed to withdraw funds prior to incurring the eligible expenses, there is no reason not to withdraw as much as possible as early as possible.

Recommendation:

Staff recommends Option 3 – Motion to allow staff to execute the IGA and exchange funds as eligible expenses are identified.

Fund Exchange Program



Program Purpose

- Flexible funding
- Lower oversight costs
- More cost-effective for small projects
- Local projects can use for federal aid match

STBG Web Page:

<https://www.fhwa.dot.gov/spcialfunding/stp/>

Fast Facts

- Calendar Year 2021 allocations & prior: Exchange rate is 94¢ per 1 STBG dollar.
- Calendar Year 2022 allocations & on: Exchange rate is 90¢ per 1 STBG dollar.
- Applies to Cities with populations 5,000 to 200,000 & all Counties.
- The agreement is no longer project specific and will last until the end of the STIP cycle. *(However, no project work may begin without an executed agreement.)*
- Once exchanged, the state money can be used as a match for eligible federal aid projects (e.g. exchanged state money would not be eligible as a match on a federal aid project that is off system).

What is Fund Exchange?

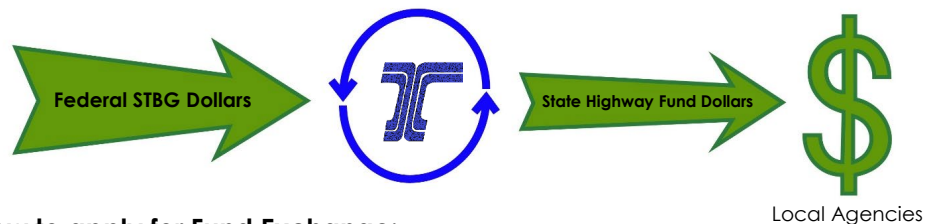
The Fund Exchange program provides local agencies a flexible funding option for delivering transportation improvements without being constrained by federal requirements. Funding may only be used for projects that are consistent with the [Oregon Constitution](#), Article IX, Section 3a. Please contact your organization's attorney to determine project eligibility.

What authorizes Fund Exchange?

The Oregon Department of Transportation has an agreement, located [here](#) with the Association of Oregon Counties and League of Oregon Cities which provides Federal Surface Transportation Block Grant (STBG) funds to Cities, Counties, and non-Transportation Management Area (TMA) Metropolitan Planning Organizations (MPO).

How does the Fund Exchange process work?

The Fund Exchange process provides an opportunity for qualified local agencies to exchange their Federal STBG dollars for State Highway Fund dollars. For 2021 allocations & prior, the exchange rate is 94 cents (90 cents for 2022 allocations & forward) in state funds for every 1 dollar of federal funds.



How to apply for Fund Exchange:

1. Prior to starting work, contact Shelley.A.Bokor@odot.state.or.us (503-986-3621) to execute a Master Grant Agreement that will expire 9-30-23.
2. Send a funding request letter to [Shelley Bokor](#) (either before or after project completion) that does not exceed the current cumulative amount available.
3. If the funding request is approved, ODOT will direct deposit (instead of mailing checks) the approved funds for use.
4. ODOT will audit various projects by requesting documentation for proof of completion and proper use of funds. *Requested funds must be completely used in the calendar year requested.*

Disclaimer: Funding must be available in the year the projects/items will be completed/delivered. **Agencies cannot borrow from future allocations.**

For Cities and Counties choosing not to participate in the ODOT fund exchange program and instead receive 100% of the STBG funds - this requires following federal aid project requirements. This means the City or County works with the ODOT [region contact](#) to initiate that process. Please comply with all federal requirements (e.g. the Environmental Impact Statement) and commit required funding (including the match) prior to project start.

**MASTER GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
FUND EXCHANGE PROGRAM (FEX)**

This Master 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 the **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 be from January 1, 2021 to September 30, 2024 (the “Term”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents attached to this Agreement:

Exhibit A: **Recipient Requirements**
Exhibit B: **Subagreement Insurance Requirements**
Exhibit C: **Direct Deposit/ACH Credit Authorization**
Exhibit D: **Funding Request Letter template**

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. Grant Funds.** Pursuant to the Federal-Aid Project Guidelines and Working Agreement among ODOT, the Association of Oregon Counties and the League of Oregon Cities No. 32588 dated August 23, 2018, ODOT will annually make state funds available for which Recipient may exchange Recipient’s annual allocation of federal Surface Transportation Block Grant funds (“STBG Funds”). The state funds that ODOT annually makes available for exchange are referred to in this Agreement as the “Grant Funds.” ODOT will annually determine the amount of STBG Funds, and hence Grant Funds, available to the Recipient and announce the STBG Funds amount via ODOT’s website in January of each year.
- 4. Exchange Rate.** During the Term, ODOT will exchange Recipient’s annual allocation of STBG Funds for Grant Funds at the following rates:
 - a.** Ninety-four cents (\$0.94) in Grant Funds for one dollar (\$1.00) of STBG Funds until December 31, 2021.
 - b.** Ninety cents (\$0.90) in Grant Funds for one dollar (\$1.00) of STBG Funds January 1, 2022 and after.

5. Eligible Projects and Costs.

- a. Use of Grant Funds.** Grant Funds may only be used for transportation projects that are State Highway Trust Fund eligible, that is, those that are consistent with Article IX, Section 3a, of the Oregon Constitution (each such State Highway Trust Fund eligible transportation project is referred to in this Agreement as a “Project”). Grant Funds may be used for all phases of a Project, including, but not limited to, preliminary engineering, right of way, utility relocation, and construction.
- b. Eligible Costs.** Recipient shall use Grant Funds only for its actual costs to deliver Projects 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 a 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 a 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 can include the purchase of aggregate or equipment, provided that:
 - A.** purchases or production of aggregate must be roadway-related and exclusively used for roadway work; and
 - B.** purchased equipment must be used exclusively for roadway purposes for the useful life of the equipment. Recipient shall clearly describe in the Funding Request, as that capitalized term is defined in Section 6.a., how it plans to use said equipment on roadways and for roadway purposes. In the event that the equipment is not used for roadway purposes, Recipient shall pay to ODOT the fair market rental value for Recipient’s non-roadway use of the equipment. The useful life and the fair market rental value of the equipment shall be determined by ODOT, based on the type and condition of equipment.
 - iii.** Eligible Costs do NOT include:
 - A.** loans or grants to be made to third parties; or
 - B.** any expenditures incurred before the Effective Date or after the Availability Termination Date.

6. Grant Funds Distribution Process

- a.** To receive a distribution of Grant Funds during the Term, Recipient shall submit a funding request letter to the ODOT Contact for approval (a “Funding Request”). The Funding Request

must be on Recipient letterhead and include all information set forth in the letter template attached as Exhibit D. If Recipient chooses not to request Grant Funds in a calendar year, the year's Grant Funds amount will accumulate ("bank") for Recipient's future use. ODOT's distribution of Grant Funds will be limited to Recipient's cumulative amount of Grant Funds available at the time a Funding Request is submitted. ODOT will not advance any Grant Funds based on anticipated future allocations of STBG Funds.

- b. Upon approving a Funding Request, ODOT will disburse the requested Grant Funds amount to Recipient via electronic funds transfer to the deposit account designated in Exhibit C.
 - c. 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 7 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - d. **Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misspent Funds") must be returned to ODOT. Recipient shall return all Misspent Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.
7. **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 this Agreement will remain, current on all applicable state and local taxes, fees and assessments.

8. 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 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 any Project funded by this Agreement, 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, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of this Agreement, and any transportation services rendered by Recipient. Without limiting the foregoing, ODOT may request, and Recipient shall provide, documentation of expenditures to confirm that Recipient uses Grant Funds only for State Highway Trust Fund eligible purposes. ODOT may also conduct on-site inspections of any Project funded under this Agreement to ensure that the Project is State Highway Trust Fund eligible.
- 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 any Project funded by this Agreement 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 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of this Agreement.
 - 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.**

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.

- i. 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.

- ii. For Projects that are on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit B. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit B.
 - iii. 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.
 - iv. 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 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. **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.

10. 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 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;
 - ii. 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;

- iii. 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;
 - iv. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that is no longer allowable or no longer eligible for funding under this Agreement; or
 - v. If a Project funded under this Agreement 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.

11. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

- b. **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.
- c. **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.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- e. 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.
- f. 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.
- g. 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(g). 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.
- h. 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.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to implementation of Projects funded by this Agreement, including without limitation as described in Exhibit A. 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.

- j. 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.
- k. Independent Contractor.** Recipient shall perform 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 work, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing its work. 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.
- l. 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.
- m. 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.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, 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.

SIGNATURE PAGE TO FOLLOW

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.

Recipient Name, by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

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

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:
Ray Towry, City Manager
3225 Main St
Sweet Home, 97386
541-367-8969
rtowry@sweethomeor.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
Statewide Investment Management Section Manager

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program & Funding Services Manager

Name _____
(printed)

Date _____

ODOT Contact:
Shelley Bokor
555 13th Street NE
Salem, OR 97301
503-986-3621
shelley.a.bokor@odot.state.or.us

EXHIBIT A

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 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, at its own expense, maintain and operate all roadways and equipment funded by this Agreement upon completion and throughout the useful life at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of any roadway work is defined as seven (7) years from its completion date (the "Project Useful Life").
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities or equipment.
5. **Americans with Disabilities Act Compliance**
 - a. **State Highway:** For portions of a 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, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible 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 completion of a Project funded by this Agreement, 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 a Project's completion and allow ODOT to inspect Project sidewalks, curb ramps, pedestrian-activated signals shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible located on or along a state highway 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 a Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project 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 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 compliance 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 completed Projects 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 under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of Projects funded by this Agreement. 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 5 shall survive termination of this Agreement.

6. 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 a 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.

7. General Standards

All Projects funded by this Agreement 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.

EXHIBIT B

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.



EXHIBIT C

DIRECT DEPOSIT/ACH CREDIT AUTHORIZATION

Type of Action: ☐ NEW ENROLLMENT ☐ CHANGE ☐ CANCEL

By selecting the Change box and completing the form with new account information, or by selecting the Cancel box, you revoke your previous authorization for direct deposit.

Payee Information:

LEGAL NAME OF PAYEE (used for tax reporting): _____

BUSINESS NAME (DBA name if different from above): _____

TAXPAYER IDENTIFICATION NUMBER (EIN OR SSN): _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Type of Bank Account:

☐ Checking account ☐ Savings account

Financial Institution Information (attach voided check or a letter from the bank confirming the account name, routing number, and account number):

FINANCIAL INSTITUTION NAME: _____

NAME(S) ON ACCOUNT: _____

ACCOUNT NUMBER: _____

ROUTING NUMBER: _____

FINANCIAL INSTITUTION ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Authorization:

I authorize the Oregon Department of Transportation (ODOT) to initiate electronic credits and, if necessary, adjusting debit entries to reverse erroneous electronic payments, to the account designated on this form. I certify that I am authorized to enter into this agreement as the account holder or on behalf of the account holder. I acknowledge that the origination of ACH transactions to the authorized account must comply with the provisions of the law of the State of Oregon and the United States.

International transaction certification – I certify that the entire amount of my direct deposit is NOT ultimately deposited into a financial institution outside the United States.

This authorization will remain in effect until ODOT receives written notification from Payee of its termination in such time and in such manner as to afford ODOT and the depository financial institution a reasonable opportunity to act on it. If Financial Institution information changes, Payee agrees to promptly submit to ODOT an updated Direct Deposit/ACH Credit Authorization.

ODOT/Recipient
Agreement No. 34762

AUTHORIZED NAME: _____
TITLE (if company account): _____
AUTHORIZED SIGNATURE: _____
DATE: _____ TELEPHONE NUMBER: _____

Mail the completed form and voided check or bank letter to:

ODOT Financial Services, MS #21
TEAMS Table Maintenance
355 Capitol St NE
Salem, OR 97301-3871 or
FAX to (503) 986-3907

If you have questions, please call us at (503) 986-4385.

731-0781 (11/2016)

EXHIBIT D

<LETTERHEAD WITH CITY/COUNTY, ADDRESS>

<DATE>

Oregon Department of Transportation
Program & Funding Services
ODOT Mill Creek Building
555 13th Street NE
Salem, OR 97301

To Whom it May Concern:

Pursuant to its Master Grant Agreement no. <IGA #> with ODOT, <CITY/COUNTY> requests its allocation of federal [Surface Transportation Block Grant](#) (STBG) funds to finance the following transportation project(s) eligible under Oregon Constitution Article IX, Section 3a (the "Project"):

<DESCRIPTION OF GAS TAX ELIGIBLE ACTIVITIES/LOCATION>

<CITY/COUNTY> hereby exchanges \$<FEDERAL AMOUNT> in STBG funds for state funds at a ratio of 94 **or 90** cents in state funds for each dollar of STBG funds exchanged. Accordingly, we request ODOT to disburse to <CITY/COUNTY> a total of \$<.94 **or** .90 x FEDERAL AMOUNT> in state funds that <CITY/COUNTY> will use to finance the Project. <CITY/COUNTY>'s Vendor Number is <VENDOR #>.

By signing below, I certify that I am authorized to sign on behalf of the <CITY/COUNTY> and that the <CITY/COUNTY> will use the state funds received in accordance with the limitations of Oregon Constitution Article IX, Section 3a.

Please contact <NAME> at <PHONE NUMBER>, <EMAIL> if you have any questions or concerns regarding this request.

Sincerely,

<SIGNATURE>

<NAME>
<TITLE>
<EMAIL>



Oregon

Kate Brown, Governor

Department of Environmental Quality

Agency Headquarters

700 NE Multnomah Street, Suite 600

Portland, OR 97232

(503) 229-5696

FAX (503) 229-6124

TTY 711

Certified Mail 7017 0530 0000 7760 7862

March 3, 2021

Sweet Home City Council
3225 Main St.
Sweet Home, OR. 97386

Re: EPA takes final action on *Revised Willamette Basin Mercury Total Maximum Daily Load*

Dear City Council Members:

This letter provides notification that the U.S. Environmental Protection Agency (EPA) released the *Total Maximum Daily Load (TMDL) for Mercury in the Willamette Basin, Oregon* on Feb. 4, 2021. EPA notified DEQ that, "EPA has established this TMDL and is hereby providing it to the State for implementation."

The EPA's TMDL says that the required reasonable assurance of implementation for the TMDL relies on DEQ's Water Quality Management Plan. The WQMP was issued on Nov. 22, 2019 as part of the DEQ *Final Revised Willamette Basin Mercury Total Maximum Daily Load*. You received this letter because DEQ listed the City of Sweet Home as a Designated Management Agency in the WQMP. Therefore, the City of Sweet Home is responsible for implementing strategies to reduce mercury according to requirements identified in the WQMP that are specific to the City of Sweet Home.

DEQ submitted its TMDL and associated documents to EPA for review and action on Nov. 22, 2019. EPA disapproved DEQ's TMDL on Nov. 29, 2019. On Dec. 30, 2019, EPA established the Willamette Basin Mercury TMDL, which was in effect until EPA released the revised TMDL on Feb. 4, 2021. EPA's 2019 TMDL, as revised in Feb. 2021, and DEQ's 2019 TMDL WQMP are in effect and apply to the City of Sweet Home. DEQ's WQMP and additional information can be accessed at: <https://www.oregon.gov/deq/wq/tmdls/Pages/willhgtmdlac2018.aspx>

As a DMA, the City of Sweet Home is required under OAR 340-42-080 to prepare a TMDL implementation plan to incorporate implementation requirements in the WQMP based on several criteria. TMDL implementation plans must be submitted to DEQ for review and approval by September 3, 2022, which is 18 months from the date of this letter. Should the City of Sweet Home fail to submit the plan by this date, this matter may be referred to the Department's Office of Compliance and Enforcement for formal enforcement action, including the assessment of civil penalties and/or a Department Order. Please note that civil penalties can be assessed for each day of violation.

Please contact your basin coordinator, Priscilla Woolverton, to determine what your specific requirements are and to discuss any questions you may have. Your basin coordinator will work closely with you to support your submittal of all TMDL- required documents and reports.

We appreciate the City of Sweet Home involvement in TMDL implementation to reduce mercury in the Willamette Basin in order to protect people who regularly eat fish and shellfish from streams and lakes across the basin.

Sincerely,



Zach Loboy
Water Quality Manager DEQ, Western Region
(541) 687-7425, Zach.LOBOY@deq.state.or.us
165 E. 7th Ave. Ste. 100, Eugene, OR. 97401

Priscilla Woolverton
Willamette Basin Coordinator DEQ, Western Region
(541) 687-7347, Woolverton.Priscilla@deq.state.or.us
165 E. 7th Ave. Ste. 100, Eugene, OR. 97401

ec: Greg Springman, Public Works Director, City of Sweet Home
Trish Rice, Public Works, City of Sweet Home



Oregon

Kate Brown, Governor

Department of Environmental Quality

Western Region Eugene Office

165 East 7th Avenue, Suite 100

Eugene, OR 97401

(541) 686-7838

FAX (541) 686-7551

TTY 711

August 25, 2020

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

Re: Review and Acceptance of the 2020 TMDL Implementation Plan Annual Report for City of Sweet Home

Dear Greg Springman,

Thank you for submitting the Sweet Home 2020 TMDL Implementation Plan Annual Report. The Department has reviewed your report and finds that the report complies with the annual reporting requirement.

While the city continues to support ongoing efforts that contribute to the protection of water quality, the city has reported limited progress regarding implementation of the Temperature TMDL. Specifically, assessing available aerial imagery to establish a baseline for documenting changes in riparian cover within the city, and promoting voluntary riparian protection and restoration actions on privately owned land within the city.

DEQ acknowledges current funding gaps, yet expects the city to make appreciable progress on implementing the strategies in its plan prior to the end of the current five year cycle (2018- 2023). DEQ expects the city to demonstrate that it is investing in efforts to effectively use adaptive management to address identified short falls.

The city reported that hiring new, additional staff to assist with implementation had recently been struck from the budget, and this was a key hurdle to fully implementing TMDL strategies. In the next annual report, please describe how much additional staffing is needed and how the city will address implementation if additional staff are not hired.

The primary mechanism for achieving temperature load allocations is the protection and restoration of system potential vegetation and effective shade. The greatest opportunities for reducing heat loads through riparian restoration are on tributaries to the Willamette River. The city of Sweet Home has unique opportunities within the South Santiam subbasin and within city limits to increase, and protect stream shade.

The city also reported potential impacts of COVID-19 associated challenges related to TMDL implementation. DEQ is committed to continuing to protect the environment, maintain compliance, and sustain a consistent statewide enforcement program. However, DEQ recognizes that measures to protect

public health and minimize economic disruptions related to the COVID-19 outbreak may temporarily impact your ability to comply with DEQ requirements.

Please visit our webpage: <https://www.oregon.gov/deq/Pages/covid-19.aspx> for more information about documenting specific COVID-19 compliance hardships you're encountering and reporting them to DEQ, such as staffing and service shortages, availability of servicing and maintenance of pollution control equipment, disposal schedules, etc.

I would like to reaffirm that I am available as a resource to assist you as you move forward with TMDL implementation. Please feel free to contact me at (541) 687-7347 for assistance.

Best regards,



Priscilla Woolverton
Willamette TMDL Basin Coordinator

cc: Zach Loboy, Watershed Manager, DEQ
Trish Rice, City of Sweet of Home



TMDL Implementation Plan 2018-2023: Annual Report for 2019

City of Sweet Home, Linn County, Oregon

Receiving Waters: Ames Creek, Wiley Creek, South Santiam River

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Introduction

The purpose of this report is to update DEQ on progress the City made on the strategies identified in our TMDL Implementation Plan during the May 1, 2019 – April 30, 2020 reporting period. The following pages are taken directly from our TMDL Implementation Plan 2018-2023 with a description of the current status added to each strategy.

The Community & Economic Development Department (CEDD) and the Public Works Department (PW) jointly implement the City's TMDL strategies. 2019 was another challenging year for the City's stormwater program. In 2018 staff capacity was identified as the limiting factor to implementing many projects and a 1.0 FTE position was added to the 2019-20 budget to alleviate the bottleneck. However, prior to filling the position, unfavorable budget forecasts (even predating the COVID-19 pandemic) forced us to eliminate the position. Consequently, staff in both CEDD and PW have had to reprioritize and defer many projects. Despite these challenges we were able to make progress on certain benchmarks as described in this report. We successfully maintained a consistent level of service, and we procured consultant services to add capacity on certain projects.

Looking ahead to 2020-2021, it appears that some of our implementation timelines were overly ambitious. There are no additional staff planned and there is a known workload increase coming when the Wastewater Treatment Plant capacity upgrade project goes into construction. The City has also implemented a spending freeze on all non-mandatory purchases in preparation for anticipated COVID-19-related revenue shortfalls. Therefore we have revised timelines to reflect what we think is possible.

1.0 Strategies for reducing Temperature Pollution

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

1.1 Temperature Source: Solar radiation input

<u>Strategy:</u>	Protect existing riparian vegetation on private properties.
How:	Enforce riparian protection overlay and protection requirements in City of Sweet Home Development Code.
Measure:	Track and document number of building permits, violations, and variances in protected areas. Track acres of protected area lost to approved variances.
Timeline:	Ongoing; annual review
Benchmark:	Strategy is in effect & ongoing.
Funding:	Community & Economic Development Department
Status:	There was one building permit issued in the riparian zone in 2019. It had an approved variance from the riparian setback in 2018. The variance and permit allowed the applicant to build on top of an existing concrete slab in the riparian zone which was leftover from a previous structure and which predated annexation to the City. No riparian area was lost.
<u>Strategy:</u>	Promote voluntary actions for protection and restoration of privately owned river front properties.
How:	Use GIS to identify properties that visually lack native riparian vegetation and target those areas for outreach. Identify projects within the City that would be of interest to the South Santiam Watershed Council (SSWC). Reach out to SSWC to re-establish/enhance atrophied business relationships and connect SSWC with property owners where restoration would be beneficial. Work with SSWC and/or other conservation organization to identify a collaborative project. Comprehensive Plan Chapter 7, Policy #12, pg. 48. Distribute an informational brochure that provides information on the City’s code requirements for development in riparian areas with development permits.
Measure:	Provide property owners with SSWC information and natural resources code requirements with development permits. Track the number of restoration project proposals submitted. Document number of restoration projects with SSWC and landowners.

Timeline: Be involved with and provide support for at least one riparian project by ~~2023~~ 2025.

Benchmark: Year 1: Meet with WSC to identify potential projects; prioritize project list and identify how City may be able to support or facilitate priority project(s).
Year 2: Determine funding needs for project(s) and identify funding sources; may include applying for a grant
Years 3-5: Implement project

Funding: Community & Economic Development Department

Status: CEDD provides the riparian code with the building permit packet as needed. CEDD staff are in contact with WSC staff however due to City workload we were not able to prioritize this strategy during the reporting period. The timeline has been revised. However, the WSC has performed volunteer projects of their own within City Limits and we will continue to facilitate WSC-initiated volunteer projects as requested.

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

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

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

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

Benchmark: ~~2018-19~~ 2021-22 Identify existing plant species on Ames Creek through Sankey Park so we can identify & prioritize areas needing restoration. Collaborate interdepartmentally to develop a riparian maintenance plan.
Annual maintenance of restored riparian areas at City parks.

Funding: Community & Economic Development Department and Parks fund

Status: The riparian vegetation management plan has been deferred because CEDD is working on an updated wetland delineation for Sankey Park. The timeline has been revised.
PW Maintenance spent approximately 30 labor hours maintaining 50,000 sf of Ames Creek riparian area at Sankey Park (1000 linear feet along creek) which had invasive species removed in 2018.

1.2 Temperature Source: Wastewater Treatment Plant Discharge

Strategy: Maintain effluent low temperatures.

How: Maintain compliance with NPDS permit #101657 requirements.

Measure: Monitor effluent and river temperatures as a condition of the DEQ discharge permit.
Timeline: Ongoing.
Benchmark: Provide documentation showing that effluent complies with permitted limits.
Funding: Wastewater Enterprise fund.
Status: The City's wastewater effluent temperature complies with our NPDES permit.

2.0 Strategies for reducing Bacteria Pollution

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

2.1 Bacteria Source: Wastewater Treatment Plant Discharge

Strategy: Maintain effluent low bacteria levels.
How: Maintain compliance with NPDES permit #101657 requirements.
Measure: Monitor effluent bacteria levels as a condition of DEQ discharge permit.
Timeline: Monitoring in progress & ongoing. WWTP capacity improvement engineering began 2018; construction anticipated 2020-2022.
Benchmark: Provide documentation showing that effluent complies with permitted limits. WWTP scheduled for capacity improvement project.
Funding: Wastewater Enterprise fund.
Status: The City's wastewater effluent bacteria level complies with our NPDES permit. The WWTP Upgrade Project schematic design was completed in February 2019 and is in final design. Final design is approaching the 60% benchmark. Construction is anticipated in 2021-2023 and will increase staff workload by at least 0.5 FTE. Due to budget constraints there are currently no plans to hire additional staff, so this is a major reason for revising other timelines throughout this report.

2.2 Bacteria Source: Sediments entering City stormwater collection system

Strategy: Gauge public perception of stormwater issues and raise awareness of actions that individuals can take to minimize stormwater impacts.
How: Publish educational materials in the local newspaper and City publications. Update website and/or Facebook page with information or links related to protection of surface water and drinking water, photos of volunteers, etc. Send informational inserts with water bills. Invite the public to share their opinions on stormwater issues using a variety of data gathering methods to reach multiple demographics. Use public opinion results to strategize educational efforts.
Measure: Track publication of educational materials.

Timeline: Gauge public perception of stormwater issues every 5 years beginning ~~2020~~ 2023.
Update or re-evaluate website content annually.
Add educational materials to Facebook page and bill mailing inserts, annually.
Identify newsworthy information for publication in local newspaper, ongoing as opportunities arise.

Benchmark: ~~2019~~ 2020 Begin adding educational materials to City website and Facebook page. Establish internal procedure for sending bill inserts.
~~2020~~ 2023 Develop a locally appropriate method to gauge public perception across multiple demographics and implement it.

Funding: Stormwater fund

Status: In 2019 the City created and filled a new Communications Specialist position. This new staff will be instrumental in implementing this strategy. We believe we can achieve the informational materials updates on the City website and Facebook page, however the public opinion assessment will be much more labor intensive, so the timelines have been revised according to anticipated staff capacity.

Strategy: Install pet waste stations.

How: Install pet waste bag stations in City parks.

Measure: Complete installation and document use of bags.

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

Benchmark: Purchase and install bag stations.

Funding: Parks and Stormwater funds

Status: PW installed six pet waste stations in 2019, one each at six City parks.
Approximately 1,600 pet waste bags were used during the reporting period.

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

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

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

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

Benchmark: Establish annual sticker maintenance in conjunction with catch basin inspection & maintenance.
Contact local groups such as SSWC, Scouts, etc. that may be interested in volunteer project to install new stickers.

Funding: Stormwater fund

Status: PW maintenance staff discussed internally & agreed to incorporate sticker installation & replacement with the routine catch basin inspection & maintenance. The catch basin maintenance program was severely limited in 2019 due to a staff vacancy and no new stickers were installed. The vacancy was filled in February 2020 and we anticipate being able to install & maintain stickers as planned in 2020.

Strategy: Cleaning streets and drainage collection systems.

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

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

Timeline: Ongoing annually.

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

Funding: Streets and Stormwater funds

Status: We swept approximately 3400 miles.

We cleaned approximately 9000 ft of ditches.

We inspected 30 and/or cleaned approximately 60 catch basins. The catch basin maintenance program was severely limited in 2019 due to a staff vacancy. The position was filled in February 2020 and the program has returned to the usual schedule.

Strategy: Fall leaf collection program.

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

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

Timeline: Begin 2018. To be ongoing annually.

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

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

Funding: Streets, Parks, and Stormwater funds.

Status: This was the second year of the fall leaf collection program. Public reception continued to be very positive. There were 347 leaf collection visits and 1450 cubic yards of leaves collected, a 14% increase over 2018. We will continue running the program on a call-in basis since it's working so well, instead of developing routes.

3.0 Strategies for reducing Mercury Pollution

"Mercury is a potent neurotoxin that can cause damage to the brain and nervous system.

Primary sources of mercury in the Willamette Basin are associated with nonpoint

sources, namely the erosion of soils containing mercury and runoff from atmospherically-deposited mercury.” (source: [Oregon DEQ Pollution Control Tools and Programs](#))

3.1 Mercury Source: Sediments entering City stormwater collection system

<u>Strategy:</u>	Decrease sedimentation and erosion from construction and new and re-development.
How:	Work with Building Program and developers to ensure erosion control. Erosion control permit inspection & enforcement on impacted areas of 10,000 sf or more as per SHMC 13.06.030. Include erosion control fact sheet in permit application packets for commercial and large residential projects. Encourage developers to use Low Impact Development (LID) for stormwater infiltration and erosion control; eg. grassy swales, etc. Require developers to provide confirmation of 1200-C permit for projects over 1 acre prior to issuing development permits.
Measure:	Number of City erosion control permits issued under SHMC 13.06.030 and number of inspections/enforcement actions. Number of 1200-C permits confirmed. Building permit packets to include an erosion control fact sheet.
Timeline:	Erosion control permits & construction inspections are in place. Fact sheet and LID information on City website to be included beginning ~~2019~~ <u>2020-21</u> .
Benchmark:	Find or create a locally appropriate erosion control fact sheet. Include it in building permit packet and post it to the City website. Promote LID on City website & refer developers to website.
Funding:	Community & Economic Development Department and Public Works
Status:	There was one erosion control permit for development over 10,000 sf and one erosion control inspection. Due to staff workload we were unable to create an erosion control fact sheet in 2019 as planned. Rescheduled to 2020-2021.
<u>Strategy:</u>	Update development standards to protect water quality.
How:	Update the City’s Stormwater Master Plan (SWMP) and City codes to include water quality protection considerations and priorities. Update & modernize stormwater detention standard for development/redevelopment projects including clarifying the definition of qualifying projects and the design storm to be used.
Measure:	City Council adopts updated SWMP. City Council adopts updated municipal codes.
Timeline:	2020 begin audit, 2023 adopt new plan & codes.
Benchmark:	2020 Audit stormwater code for necessary updates. 2021-2022 Retain a consultant to assist with code and SWMP updates. Evaluate DEQ’s offered “Template for LID Stormwater Manual for Western Oregon” for local use. Review

example codes and draft proposal language based on internal review and public comment.

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

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

Status: We proposed a stormwater user fee increase from \$1/month to \$3/month to fund a stormwater master plan update and a stormwater capital project. City Council considered the proposal in public meetings on 5/14/19, 5/28/19, 6/11/19, 7/16/19, and 7/26/19, and ultimately came to a consensus that Council was not in favor of a stormwater user fee increase at that time.

We also retained a consultant Engineer of Record to increase the City's project team capacity. In discussions with the consultant about project prioritization, it was determined that an SDC fee update is more urgently needed than a stormwater code or master plan update, to increase revenue for stormwater projects. Our SDC fees were last updated in 2005 and do not currently include a stormwater SDC. The SDC update project is in progress and includes a new stormwater SDC. Completion is anticipated in 2020.

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

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

4.0 Strategies for all pollutants

Strategy: Staff training on routine maintenance activities to protect water quality.

How: Conduct annual staff training on stormwater protection as it relates to Public Works field activities such as dechlorinating water flushed from hydrants, vehicle maintenance, what to do if they find an illicit discharge, etc.

Measure: Record training dates and topics.

Timeline: 2020 Incorporate stormwater into training topics rotation and conduct annually.

Benchmark: 2019 Develop stormwater training session content relevant to Public Works activities.

Funding: Public Works

Status: Public Works conducted staff training on waterway spills on January 20, 2020 following an incident where a citizen's vehicle went into Ames Creek. Topics covered included spill response procedures, equipment, and notice phone numbers.

Strategy: City Council update of TMDL Program. Implementation Plan and annual report or five year review are presented to Council at least annually.

How: Present 5-year Implementation Plan or Annual Report to City Council annually.

Measure: City Council meeting minutes document presentation.

Timeline: Begin 2019 and continue annually.

Benchmark: Set up a recurring Council agenda item/reminder to present TMDL Plan or Report each year.

Funding: Administration and Public Works

Status: The TMDL Implementation Plan 2018-2023 was presented to, and adopted by, City Council on March 26, 2019. We missed presenting the 2018 annual report during the May 1 - April 30 reporting period, so instead we presented the draft of this 2019 annual report at the May 26, 2020 City Council meeting.

Strategy: Investigate and resolve illicit discharges.

How: Respond to call-in reports from citizens. Inspect for illicit substances during catch basin inspections. Follow up on suspected violations with site visits and property owner contact as needed.

Measure: Track number of illicit discharge complaints, follow-up actions/ investigations. Update city code to address discharge violations as part of previous strategy "Update Stormwater Master Plan and City codes to protect water quality."

Timeline: Reports of illicit discharges are investigated upon receipt. Update code by 2023.

Benchmark: On catch basin work order form add a comment line for illicit substance notes. Additional benchmarks same as previous strategy "Update Stormwater Master Plan and City codes to protect water quality."

Funding: Stormwater fund

Status: There were no illicit discharge complaints in 2019.

While not an illicit discharge per se, we are pleased to report that we identified and stopped a major water leak (estimated 340,000 gallons per day) that was discharging into Cotton Creek (a tributary of Ames Creek). This is about 1/3 of the City's average daily water production. The repair project not only stopped chlorinating the creek and restored it to its natural seasonal flows, but it has also significantly reduced our water intake volume from the South Santiam River. The project was completed on April 16, 2020.

Strategy: Maintain up-to-date stormwater system map.

How: Use GIS or other software/ program to publish a stormwater system map that can be updated as needed.

Measure: Completion of updated system map.

Timeline: Ongoing.

Benchmark: Updated Map.

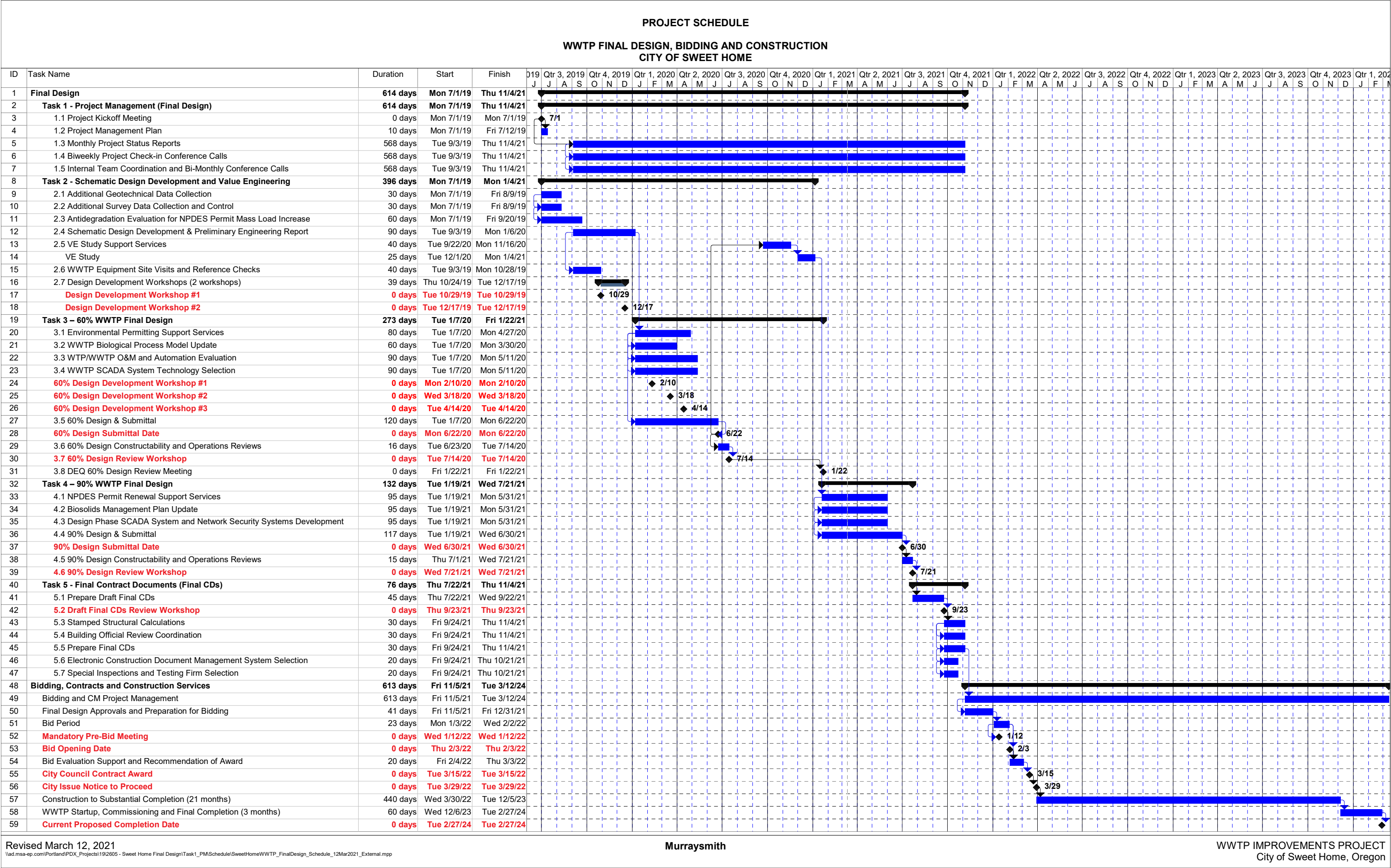
Funding: Stormwater fund

Status: Updates to the stormwater map have been made to correct spatial inaccuracies and add missing features, ongoing as discovered.

Pollutant/ Strategy	DEQ Comments / Questions 7-3-2020	City Response 7-31-2020
1.1 Temperature/ Solar Radiation Input	- The 2018 annual report references aerial photos obtained for assessing riparian vegetation. Was that part of the strategy completed yet? - What projects did the WSC implement within the city during the reporting period? How did the city support or help facilitate these efforts?	Yes, the 2018 aerial photos were acquired. WSC did not implement any projects within the City during the reporting period.
1.1 Temperature/ Solar Radiation Input	- The city requested postponing completion of the riparian project strategy to 2025, which is almost half way through the next five year cycle. 2018-2025 is a significant amount of time to meet and discuss potential project ideas with the watershed council. This element of the strategy should be completed by 2023. Funding and implementing a project presents different challenges, so extending the timeline on implementation may make sense, but this decision should be dependent on the progress related to the interim milestones. - The following interim milestones should be completed by 2023 to maintain compliance with plan implementation. - By 2023 complete the following interim steps: § Meet with and develop a priority list of potential riparian projects § Identify whether other partners or stakeholder support is needed in order to complete at least one project on the priority list. § Identify the city's resources available to support implementation of at least one priority project § Identify funding any gaps if exist § Identify options for addressing funding gaps	This timeline sounds reasonable when taken alone, however we must take it together with all of our strategies in the Implementation Plan, and our anticipated increase in staff capacity fell through. The schedules in our Implementation Plan were written when we were about to hire an additional FTE to be shared by Public Works and CEDD. That additional FTE would have been a great boon to staff capacity. But it was struck from the budget in 2019 due to unfavorable budget forecasts, which have only been exacerbated by COVID-19 impacts. Without the funding to get more staff, our capacity is extremely limited so we had to adjust some timelines to what we believe we can manage. Currently effectively zero as staff capacity is maxed out by the volume of permits and land use applications, and we do not have the funding to hire more staff. We need funding to provide staff. Given the current pressures on the City's budget, seeking grant funding is the only option for addressing funding gaps at this time.
2.2 Bacteria/ Stormwater	- The city has requested to postpone the strategy related to gauging public interest/ response to outreach and education until 2023. This is the last year in the current five year cycle, so to ensure progress on this item DEQ recommends achieving the following interim milestones to maintain compliance with the implementation plan. - Write down a list of what you want to measure by gauging public interest/ response by 2021, i.e. a list of questions you'd like to ask the public. § For example, do your community members know where to access water quality information, do they know who to call when there is a water quality concern, are they aware of pet waste stations, etc. - Identify your preferred method for getting feedback from community members by 2022, e.g. survey people when they come into the city office, survey people recreating at a park, etc. - Implement the chosen method in 2023	Ok Ok Ok

2.2 Bacteria/ Stormwater	The city has opted to replace establishment of a leaf pick-up route with a call-in approach, as the call-in approach has resulted in an increase in participation. However, the city also crossed out the language specific to educating the public about the availability of leaf pick-up. Is the city no longer going to advertise the leaf pick-up program?	We will continue to advertise the leaf pickup program using local news, city website, and city social media pages. Advertising includes seasonal start and end dates, call in methods, and instructions on acceptable materials/where to put piles. We crossed out "educate public on collection schedule" because when we wrote that we imagined scheduled pickup routes from certain streets on certain days very much like garbage service. There is no pickup schedule, hence there's no pickup schedule to educate the public on.
3.1 Mercury/ Stormwater	- City Council did not approve a SW fee increase. - How will the city fund a SWMP and capital improvement projects without this fee increase? - Will staff revisit a fee with Council in the future? If so, when? - Outreach and education is key to gaining public and Council support for program sustainability. What type of outreach and education will the city do in order to garner public and Council support for SW resources? - The SW fee increase that Council denied was supposed to help support other SW strategies.	With the existing stormwater rate of \$1/month our stormwater projects are extremely constrained. Most of the stormwater fund pays for a partial FTE in the maintenance crew. Capital projects must be budgeted across multiple fiscal years to save up enough funds. We are currently updating our SDCs with a consulting firm, and anticipate collecting stormwater SDC funds late 2020. SDC funds can be put toward select capital projects and may also partially pay for the SWMP update, although additional funding will still be needed. Staff will request additional stormwater funding in the 21-22 FY Budget process. We originally planned to try again in 2020 but with COVID this is not the right time. We are a federally recognized distressed community with median household income far below the state average. Existing debt service on water and sewer funds has already resulted in a higher than average utility bill compared to neighboring cities. Council is loath to impose additional costs on the ratepayers in a normal year, let alone now. We do not believe this request would gain Council support until the local economy improves. Discussion with our Communications Specialist has identified key topics for public education: - what stormwater services the City provides (ie where the existing stormwater fee goes) - connecting the dots between runoff in town and the ability to recreate in a clean river - how the lack of sufficient stormwater funds limits our ability to provide desired stormwater services and impacts other funds (streets fund, etc) The City will begin posting information about these key topics at least quarterly on the City's social media pages.

	- o What will city staff do differently in order to successfully communicate and gain Council support for a SDC? - o Stormwater Master Plans are used to guide stormwater priorities and capital improvement projects. The city does not yet have a SW plan in place; what tool is the city currently using to identify and implement SW capital improvement projects? - o Please identify the city's proposed timeline for completing a SWMP or alternative approach/ timeline.	We have updated our CIP list to more clearly inform decisionmakers about our stormwater capital needs and will use this more detailed information to support our next rate increase request. We will also include informaion on the same key education topics identified above, particularly how the lack of sufficient stormwater funds impacts other funds. Council will discuss SDCs in Council Work Session in July 2020. The City has a SWMP, but it is very old (1980) and does not adequately provide for modern development issues. The SWMP update is included in our 5-year CIP and is tentatively scheduled for FY 22-23. New SDC revenues anticipated to start in 2020 may partially fund the update but are unlikely to fully pay for the update. Staff will recommend to Council an increase to the Stormwater fund in 21/22 FY Budget process.
4.0 Strategies for all pollutants	· Did Council provide any feedback regarding the 2019 draft annual report that was presented on 5/26/2020? · Are there any updates regarding IDDE code adoption?	No. One councilor asked a clarifying question, and Council thanked staff for presenting the report. This measure is incorporated with the strategy in section 3.1, "Update development standards to protect water quality," which includes measures to update the SWMP and codes. In discussions with our Engineer of Record consultant about engineering project prioritization, it was determined that the SDC fee update is more urgently needed than the stormwater code or master plan update, to increase revenue for stormwater projects. Our SDC fees were last updated in 2005 and do not currently include a stormwater SDC. The SDC update project is in progress and includes a new stormwater SDC. Completion is anticipated in 2020.



PROCLAMATION
April, 2021 “Child Abuse Prevention and Awareness Month”

WHEREAS, Children are valued in Linn County and should live in a safe, healthy home; and

WHEREAS, In 2019, 18.2% (5,051) Linn County children 0-17 were living in poverty, 20.9% (5840) were food insecure and 5.2% (1180) students were homeless; and

WHEREAS, Preventing child abuse and neglect is a community value that depends on the involvement of people community wide in order to provide access to the resources needed for safe, healthy living; and

WHEREAS, Child abuse and neglect not only directly harms children, but also increases the likelihood of health problems, poor education performance, substance abuse and early pregnancy. These problems can compound themselves as the child becomes an adult. Abuse and neglect are far reaching with no social economic group immune and children of all races and ethnicities are victims. Child abuse is a total community problem affecting all levels of society; and

WHEREAS, There were 533 substantiated cases of child abuse and neglect in Linn County during 2019.

WHEREAS, During 2019, there were 23 Oregon children who died from causes related to familial/caregiver abuse and/or neglect; 17 of those who died were five years old or younger with 12 of these 17 being less than one year old; and

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

PROCLAIMED this 23rd day of March 2021

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Adoption of 2021 Sweet Home Public Library Policy Manual

Preferred Agenda: March 23, 2021

Submitted By: Ray Towry, City Manager/Interim Librarian

Reviewed By: Ray Towry, City Manager/Interim Librarian

Type of Action: Resolution X Motion Roll Call Other

Relevant Code/Policy: [SHMC 2.12](#), Library Policy Manual

Towards Council Goal: **Vision Statement**
I. WE ASPIRE to have an effective and efficient local government.
BE AN EFFECTIVE AND EFFICIENT GOVERNMENT
Update and streamline processes
Develop transparency in all communication.
Continue to implement financial “best” practices

Attachments: 2021 Library Policy Manual
1993 Library Policy Manual

Purpose of this RCA:

For Council to review and adopt an updated policy manual for the Sweet Home Public Library.

Background/Context:

Staff and Library Advisory Board have been working to update the Library Policy Manual for several months. The current policy manual was completed in 1993 with the last major update in 2013. The Library Advisory Board reviewed the manual at their last meeting, March 11, and unanimously voted to recommend adoption by the City Council.

The Challenge/Problem:

How do we continue to provide excellent service and meet the needs of the community with an outdated policy manual?

Stakeholders:

- Citizens – Citizens fund the library with a self-imposed Operations Levy or \$1.17/\$1000 of assessed valuation and use the library. Further, libraries are in a continual state of evolution as they are embracing the digital landscape and need policies that allow their growth into this space.
- Library Advisory Board – The Library Advisory Board reviewed and worked on this manual with the former librarian over the course of several months and approved this final draft at their last meeting on March 11, 2021.

- Council – City Council has set goals regarding the updating and streamlining of processes.
- City Staff – Staff are more successful and provide a more consistent level of public service with clear, updated policies to follow and abide by.

Issues and Financial Impacts:

None

Elements of a Stable Solution:

Clear, concise and updated policies allow better and more consistent public service.

Options:

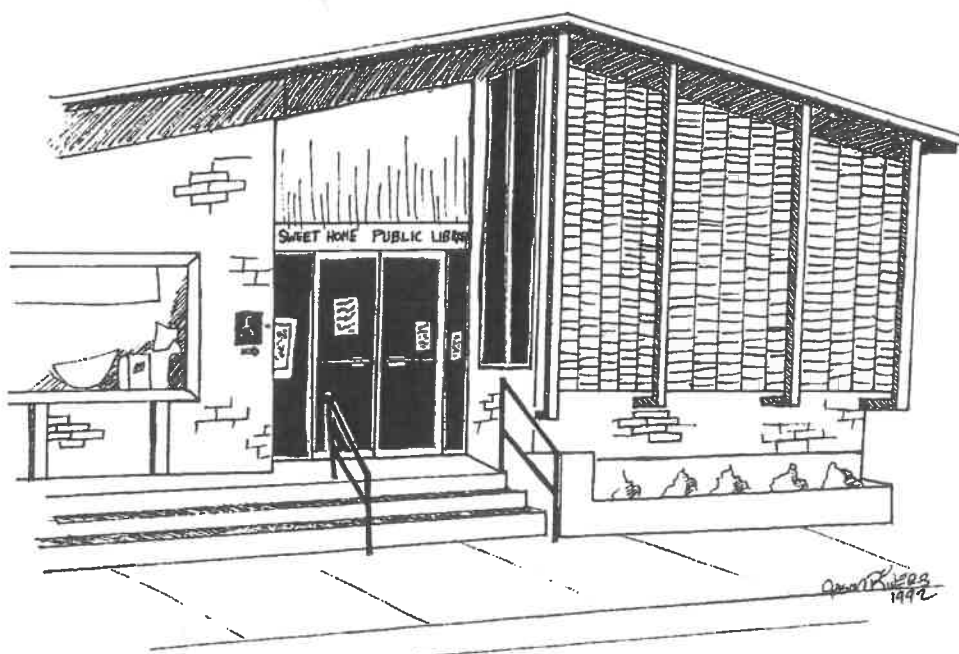
1. Do Nothing – Doing nothing would maintain the current, 1993 policy manual as the effective guidance for staff.
2. Adopt the updated policy manual – Adopting the updated policy manual would permit staff to give better, more consistent public service.
3. Adopt the updated policy manual with changes – Council could recommend changes for the manual.

Recommendation:

Option 2, Motion to Adopt Resolution No. 11 for 2021, A Resolution Adopting the 2021 Library Policy Manual as presented.

Sweet Home Public Library

Policy Manual



**Approved by the Sweet Home Library Board in its entirety October 14, 1993
And subsequently amended on 11/18/96, 9/10/98, 11/2/98, 6/10/99, 10/10/02, 7/14/11, 05/10/12, 12/5/13**

**Sweet Home Public Library
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Sweet Home, Oregon 97386
(541) 367-5007**

**Gretchen Schaleger
Kevin Hill
Susie Ford
Brianne McKee
Sharon Akerfelds
Rose Peda, Library Director**

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Sweet Home Public Library

A Brief History

Moved to Appendices

In the fall of 1941, the president of the Long Street Grade School PTA, appointed a committee to look into the possibilities of that group sponsoring a city library. It was decided that it would be more advisable for a group of interested persons to form a Library Association, and the PTA and other organizations could help financially. Long Street School PTA gave the first sum of money.

It was wartime and the committee believed that the need for a library would be felt more keenly than ever because of curtailment of vacation trips and rationing of gasoline.

The board of this association met for the first time on March 16, 1942 at the New Era office. They made an inspection trip to the city hall to see the two rooms the city donated for the Library's use, a kitchen and storage room in city hall, which was a former dwelling.

It was decided to keep the library open for 2 ½ hours on three afternoons a week, with the board members and other interested persons acting as librarians.

A Library Association was planned and had membership cards printed for patrons wishing to join at \$1.00 per member. By August of 1942 there were 66 memberships. The community donated money, books, materials and time that created a presentable library.

The formal opening was September 19, 1942 with a silver tea and everyone invited. Board members took turns as volunteer librarians.

In 1945 the board asked that the library be included in the city budget. The city granted this request. With the money from the Library Expansion Fund and other gifts, a librarian was hired.

Another big step in the progress of the library was the filing of incorporation papers. The Sweet Home Public Library Inc. was formed on January 17, 1949.

In May 1954, the City of Sweet Home took over the operation of the library.

When the present city hall was built that year, the library shared the basement with the Sweet Home Police Department. These quarters served as the library until 1969.

The bookkeeping procedures of the Library were transferred to the city office at the beginning of 1963-1964 to comply with State law.

Plans for the new Library building were discussed in 1966. More book space was urgently needed. A ground floor street entrance was needed for easier use by individuals. The library and police department were crowding each other in their basement quarters.

The decision to build at 13th and Kalmia had been made. The new building was planned to serve the community for 20 years. It was dedicated November 23, 1969.

Citizens voted down the city budget in the fall of 1984. The City Council elected to close the library as a cost saving measure. People in the community did not want to see their library closed and they rallied to support the library. The Friends of the Sweet Home Library was established. After being closed for approximately one month the library was re-opened with only the professional librarian, and enough money for the barest essentials, such as lights, heat and water. There was no budget for supplies or books.

Volunteers helped to keep the doors open. Patrons, the community and Friends of the Library raised funds to keep the magazine subscriptions current and best sellers on the shelves.

Since 1986 Sweet Home voters have approved Library operating levies to keep the library operating.

The Sweet Home Literacy Council was established November 1988 under the sponsorship of the library.

The library's 50th Anniversary was celebrated September 19, 1992, with a silver tea, duplicating its original opening.

Establishment of the Sweet Home Public Library

Ordinance Bill No. 1 For 1989
Ordinance No. 983
(Adopted February 14, 1989)

An ordinance relating to the Library, establishing the Sweet Home Public Library and creating a Library Board, and repealing Ordinance No. 647.

Section 1. Sweet Home Public Library Established

- (a) A public library is hereby established for the City of Sweet Home under the provision of Oregon Revised Statutes.
- (b) The Public Library shall be financed through the use of general fund monies, revenue obtained from the operation of the library, grants, gifts, donations and bequests received and designated to be used for library purposes, and any tax levies that may be authorized by the electors.
- (c) The Sweet Home Public Library shall be the public agency responsible for providing and making freely accessible to all residents, in the City of Sweet Home, library and information services suitable to persons of all ages.

Section 2. Library Board

- (a) The Sweet Home Public Library Board is hereby created. The Board shall consist of five members to be appointed by the City Council.
- (b) The term of office of the Board members shall be four years and their terms shall commence on July 1 in the year of their appointment. The terms of office shall be staggered so that the terms of not more than two Board members will expire in the same year. Of the first five Board members appointed, one member shall initially hold office for one year, one for two years, one for three years and two for four years. At the expiration of the term of any members of such Board, the City Council shall appoint a new member or may reappoint a member for a term of four years. If a vacancy occurs during a term of office, the governing body shall appoint a new member for the balance of the expired term.
- (c) Members of the Board shall receive no compensation for their services, but may be reimbursed for expenses incurred in the performance of their duties.

Section 3. Board Organization

- (a) The Library Board shall elect a chairperson and vice chairperson.
- (b) The Library Director shall be an ex officio member and shall serve as secretary to the Board and keep the record of its actions.
- (c) Three appointed members of the Board shall constitute a quorum.

- (d) The Board may establish and amend rules and regulations for its government and procedure consistent with laws of the State of Oregon and with the charter, ordinances, resolutions and regulations of the City of Sweet Home.
- (e) The Board shall meet at least once a month and at such other times as it may provide by its rules. Meeting dates and times are posted.

Section 4. Library Board General Powers

The Library Board shall be an advisory board and shall have no executive or administrative powers or authority, and this ordinance shall not be construed as depriving elected or appointed officials of the City of any power they may have under the laws of the state or the charter of the City. The Board shall have powers and duties as follows:

- (a) Upon request by the City Manager, the Library Board may assist in the interview process of selecting and appointing a Library Director. The City Manager, as the fiscal and administrative agent for the library, shall have primary responsibility for library personnel, including recruitment, selection, classification and pay, and supervision.
- (b) The Library Board shall make recommendations to the City Council about rules and policies for the efficient and effective operation of the library, its services and programs.
- (c) The Library Board shall approve the budget request prepared by the Library Director for submittal to the Budget Committee.
- (d) The Library Board shall make recommendations for the acceptance, use or expenditure of any real or personal property or funds donated to the library under Section 5 of this ordinance.
- (e) The Library Board shall make recommendations for the selection of sites for public library buildings or for location of library facilities.
- (f) The Library Board shall approve an annual report to the State Library and to the City Council submitted in a timely manner on a form supplied by the State Library.
- (g) The Library Board shall develop and recommend to the City Council long-range plans for library service, consistent with City priorities and with state, regional and national goals for libraries.

Section 5. Acceptance of Gifts for Library Purposes

Gifts of any real or personal property or funds donated to the library and accepted by the governing body shall be administered in accordance with each gift's terms, and all property or funds shall be held in the name of the City of Sweet Home.

Section 6 Internal Administrative Policies and Procedures

The City Manager shall be the fiscal and internal administrative agent for the Sweet Home Public Library and the library shall operate in conformance with City administrative procedures including those pertaining to the following:

- (a) Personnel, including recruitment, selection, classification and pay for library personnel.
- (b) Receipt, disbursement and accounting of monies.
- (c) Maintenance of general books, cost accounting records and other financial documents.
- (d) Budget administration.
- (e) Operation and maintenance of equipment and buildings.

Section 7. Prohibited Actions and Penalties

See ORS 357.975 and 357.990 for update of ordinance.

Library Cards

City Residents

The Sweet Home Public Library is supported through the property taxes of persons owning property within the city limits of Sweet Home. The library's policy on the issuance of cards is designed to provide every reasonable opportunity for people who qualify for a card to obtain one.

The library has both the right and the responsibility to require some form of proof that the person applying for a card is a member of that group of persons the library is funded to serve.

Application for a library card by city residents is as follows. A resident wishing to receive a library card requires reasonable proof that: 1. He/she is who he/she says he/she is, and 2. He/she is a member of that group of people which the library is funded to serve – namely those people living within the Sweet Home city limits, and 3. He/she provides a valid phone number or contact phone number.

For the purpose of identification, individuals must have a current/valid photo ID such as an Oregon driver's license or Oregon State ID card.

In order to satisfy the residency requirement, a patron must supply some form of identification bearing his/her current in-city resident address *postmarked in the last 30 days*. Examples of acceptable identification include the following:

- Utilities receipt in applicant's name
 - Hunting or fishing license
 - Rent receipt
 - Canceled letter with full address
 - Mailed bank statement
 - Voter's registration card
 - Confirmation of change of address from Post Office or postal label with forwarding address – must be the physical residence address
 -
- Same

Any other form of identification that gives the library reasonable cause to believe that the applicant is a city resident will also be accepted.

In order to satisfy the phone requirement, patrons need to provide a phone number at registration which staff will verify by calling. As a courtesy, library staff calls patrons on overdue materials and for all arrived requests.

If a patron so requests, the library will use his business address or post office box number as a mailing address. Business addresses and post office box numbers cannot be accepted as satisfying the residency requirement.

Persons living in sections of motels (within the city limits) that have been designated as "apartments" by the motel manager, qualify as residents. Persons living in other sections of the motel or in shelters, autos, camper parks or tents, are considered to be in transit and do not qualify as residents. A person who owns and or lives on a piece of property that is partly inside the city limits and partly outside will qualify as a resident. (The Library Director has the discretion of qualifying individuals for library cards on an individual case by case basis regarding residency in camper parks.)

The library acknowledges that some persons owning property within the city limits of Sweet Home maintain their residence outside the Sweet Home city limits. Those persons (including family members) will be issued an Exempt Card free of charge upon production of a current statement as proof of property ownership. The card is valid for one year.

Non-Residents

The Sweet Home Public Library is funded largely through property taxes collected from city residents and property owners. Persons living outside the city limits pay no taxes to support the library. Therefore, it is necessary to charge non-residents a fee roughly equivalent to what households within the city pay in taxes to support the library. Cost of a non-resident family library card is as per city fee schedule.

The non-resident family card entitles one or all members of a family/household residing at the same address to library privileges. *One member of the family/household is required to accept full financial responsibility for all items checked out on the non-resident family card.*

All provisions of the City Residents policy heretofore outlined shall apply equally to non-resident card holders.

Children and Library Cards

The library recognizes the rights and responsibilities which a parent or legal guardian has in regard to his or her minor-age children. In recognition of these rights and responsibilities, it is the policy of the Library to issue cards to persons under the age of eighteen (18), but no younger than the age of seven (7), with the parent or guardian's permission using the identification of the parent or guardian as identification for minor-age person. In order for a minor-age person to be issued a library card, his/her parent or guardian must come into the library and present proper identification and residency documentation as outlined above in "City Residents". It is recommended that the young person accompany his/her parent or guardian when his/her card is issued. It is not required that the parent or guardian themselves be issued a card when he/she obtains cards for his/her children. Parents are responsible for any fine or fees incurred on a child's card as per the city fee schedule.

Probation Period for New Patrons

No longer 2 items Probation

New library cardholders are limited to two items (books, music, books on CD, magazines) per person on the card and two DVD's per household for the first two months of receiving their library cards. Staff may extend this probationary period upon evaluation of the patron's library record in regards to overdue items, fines and fees. *Period*

Renewal of Library Card

Library cards are issued for a one-year period. Patrons wishing to renew their library cards may be required to present current photo identification. The library card must be cleared of lost items and overdue fines. Outstanding fines, etc. must be paid in full before library cards are renewed.

Lost / Forgotten Library Card

* Library cardholders must notify the Sweet Home Public Library immediately upon the loss of a library card. The cardholder is financially responsible for all materials checked out on that card prior to the date of notification. There is a \$3.00 replacement card fee.

If a patron wishes to check out materials and arrives at the library without their library card, they may check out item(s) using current photo identification. Library staff will do three "courtesy" checkouts for patrons and then the patron will need to replace the library card.

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Confidentiality of Library Records

The Sweet Home Public Library recognizes that all library users, regardless of age, have the right to confidentiality and privacy with respect to information sought or received and resources consulted, borrowed, acquired or transmitted.

User records of the Sweet Home Public Library showing 1. Use of specific library materials consulted, borrowed, acquired or transmitted, by a named person; or 2. Consisting of the name of a library patron together with the person's address or telephone number, or both, are conditionally exempt from disclosure. These records include, but are not limited to:

- Circulation records
- Borrower registration records
- Records created to facilitate access to and/or use of library information, materials and services.

The Sweet Home Public Library reserves the right to use library records for administrative and safety purposes, such as recovering overdue materials, payment for lost items, customer surveys and other administrative mailings or assisting in the investigation of crimes committed at the Library. Circulation and registration records may be used only by a library employee working within the scope of his or her duties or by outside agencies charged with the enforcement of library rules and policies or collection of library property, unpaid fees, fines or other charges. The Library does not allow use of library records for fund-raising or political purposes.

The Sweet Home Public Library recognizes that the disclosure of a person's record showing specific library use can be an invasion of privacy. Circulation records will not be divulged voluntarily to anyone except the patron or someone who can produce the patron's library card. User records will be provided pursuant to lawfully issued subpoenas or warrants issued by a court of competent jurisdiction. When a subpoena or warrant is served on the Library, the subpoena or warrant shall be delivered to the Library Director or designee, who shall guide the Library's response. The Library Director will consult with the City Attorney and City Manager if served with a subpoena or warrant.

Protecting the privacy and confidentiality of library users is a fundamental library value.

Oregon State Law recognizes the Sweet Home Public Library as a public body subject to the Public Records Law. However, ORS 192.502.23 provides the following exemption from disclosure of library public records: The records of a library, including circulation records, showing use of specific library materials by a named person, the name of a library patron together with the address, electronic mail address, or phone number, of the patron. This law allows the library to set policies to protect library circulation and registrations records from disclosure. In setting these policies, the library tries to strike a balance between the privacy of the user and convenience for that same user.

Library Usage by Children

The Sweet Home Public Library welcomes children of all ages to use the library and services. In an effort to ensure the safety and well-being of the children and maintain an atmosphere of constructive library use, the following policy regarding appropriate use of the library by children and their caregivers is adopted.

Responsibility for the welfare and the behavior of children using the library rests with the parent/guardian or an assigned chaperone. Though staff will always respond with care and concern, they cannot assume responsibility for children's safety and comfort when they are unattended. Staff may need to contact authorities (such as Police) either to assist with the enforcement of discipline in the library or to ensure the safety of an unattended child. Young children should be attended and adequately supervised by a parent, guardian or caregiver. Children under the age of 10 years shall not be left unattended by their responsible adult guardian (ORS 163.545).

ORS 163.545 Child neglect in the second degree (1) A person having custody or control of child under 10 years of age commits the crime of child neglect in the second degree if, with criminal negligence, the person leaves the child unattended in or at any place for such period of time as may be likely to endanger the health or welfare of such child. (2) Child neglect in the second degree is a Class A misdemeanor.

Under ORS 419B.010, Library staff are mandatory reporters of child abuse. Library staff is to report, if known, names and addresses of the child and parents or other persons caring for the child, the age of the child, the nature and extent of the abuse, including any evidence of previous abuse, the explanation given for the abuse, and any other information.

Children Left At Closing

When a child under the age of ten years is left at the library beyond the regular closing time, a staff member, if they are able, will remain with the child no longer than 30 minutes. During this time, efforts will be made, by phone, to locate the child's parent or guardian to request the child be picked up. However, if a staff member is unable to stay, the police will be notified immediately.

If at the end of the 30 minute period, the child has not been picked up or library staff has been unable to contact a parent or guardian, library staff will notify the Sweet Home Police Department regarding the situation and request officer's assistance.

The staff member and child will remain in the presence of a library security camera at all times.

Programs & Services

No list

Programs and Services

- Reference Assistance
- Reader's Advisory
- Interlibrary Loan
- Story Times
- Programs (such as Summer Reading Program and Author Visits)
- Tax Forms
- Outreach Services
- Wireless Internet Access

Equipment

- Computers – Printers
- Photocopier
- *Kill A Watt* Energy Detector

Proctoring Exams

Sweet Home Public Library provides free test proctoring under limited circumstances. Test takers do not need to be library cardholders or residents of any specific geographic area. We will proctor tests given online or sent to us by postal mail. We will proctor exams during library open hours and depending on staffing levels.

Please provide the testing institution with our contact information:

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

If there is an initial agreement to be filled out and sent in, it will be signed by the library staff on duty at the time the agreement is presented. Tests will be proctored by library staff, although due to staff scheduling, the test may be proctored by a different library staff member than the one who originally signed the agreement.

We are happy to check identification, ensure that no notes, calculators, or textbooks are used, etc. However, due to time constraints and space in the Library, **we are unable to proctor tests that require a proctor to remain in a closed room with a student throughout the exam.**

We can return tests by email, fax, or postal mail, as requested. **Any postage required to return testing materials must be provided by the student at or before the time of testing. Fees for faxing must also be paid for by the student.**

The student is responsible for verifying the test's arrival at the library and for arranging a time to take the test.

Online tests will be taken in the public Internet area of the library, allowing for limited, line-of-sight supervision by the test proctor. There may be ambient noise or disturbance from other nearby Internet users.

Staff is able to type in passwords but is unable to install specialized software for testing purposes.

Please note that any cell phones, calculators, backpacks, and other items you bring with you that are not specifically allowed for testing will be held for you during the testing period.

Field Trips

Teachers are responsible:

1. To contact the Library Director two weeks in advance to reserve the time and day. Only one class per visit will be accommodated. It is important to contact the library to cancel the dates.
2. To supervise students, provide aides if necessary, and student transition time.
3. Provide lessons for students. If Library Director is required to provide library information, he/she needs to know in advance.
4. To provide transportation to and from the library.

The Library Director or designate is responsible for:

1. Providing library information to students.
2. Reminding students of appropriate library behavior.

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Material Loans

Loan Periods

The items listed below are to be checked out on a 21 day loan:

- Adult, young adult and children's non-fiction
- Adult, young adult and children's fiction
- Books on Tape and Books on CD
- Music CDs
- Magazines

The items listed below are to be checked out on a 14 day loan:

- New Adult Fiction

The items listed below are to be checked out for 7 day loan:

- Video Cassettes
- DVDs

Current issues of adult magazines may not be checked out.

Reference

Because of the need to have these materials in the library at all times, their high purchase cost and the difficulty or impossibility of replacing many of these items, reference materials in both adult and children's area are not available for checkout by patrons.

The library recognizes, however, the patron's need to have information from the motorized vehicle repair manuals available without laborious photocopying. In recognition of this need, patrons are allowed to check out these manuals for 21 days after paying a required \$5.00 deposit that is refundable upon return of the materials.

Video Cassettes and DVDs

Moved above

Patrons must be at least eighteen years of age in order to check out library videos/DVDs. No notes, telephone calls, or other exceptions are allowed.

Video cassettes/DVDs are checked out for a 7 day period. The Library is not responsible for any damage to personal equipment that may occur when library audio /visual materials is in use by the patron.

There is a check out limit of three (3) video cassettes and /or DVDs per household.

Renewals

All items may be renewed three times if no one else has placed a request or hold on the material. Renewals may be made either by phone, in person or online before the due date.

Exceptions to any of the above policies will also be made only at the Library Director's discretion.

Reserving Materials

Requests/holds can be placed on any circulating item. There are three ways to place requests/hold:

- In Person – ask Library staff to place a hold or for help.
- By Phone – call the Library and ask staff to place a hold.
- Online -- Patrons may use their library cards to place requests/holds online.

Any item not picked up within five days, from the day on which the patron is notified that the material is available, will be returned to the shelf or given to the next person waiting for the item.

Vacation Loans

Patrons going on vacation may have a special vacation loan period for books if no one else has placed a request or hold on the material.

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InterLibrary Loans

Persons using the library's interlibrary loan service must possess current library cards.

To request an interlibrary loan, ask for a form, and/or help to fill it out. The library will process the form and try to obtain the requested information. There are no guarantees of filling the request. The patron will be charged a set fee of \$3.00 for the return mailing cost of their interlibrary loan material only if the material arrives. *Fines for items borrowed through interlibrary loan will be established by the lending library and are the responsibility of the patron.*

Suspension of Patron Privileges to Check out Materials and Computer Use

Patrons will not be able to check out materials or use the library computers who have:

- Library items that have been declared lost and have not been returned or paid for.
- Fines over the amount per the city fee schedule.
- Does not have a valid phone number and/or address.

Overdue Material and Fines

At checkout, the Sweet Home Public Library provides date due slips listing all the items borrowed by the patron. *By checking the item out, the patron enters into an agreement with the library to return all materials borrowed, on or before the due date.*

Materials returned to the Library after the close of business, will be checked in the following morning. Books and magazines may be returned in the drive-up book return. Videos, DVDs, Books on CD and Books on tape are to be returned in the outside slot by the front door. All materials can be returned to the inside drop box at the Circulation desk during open hours. *The patron will be responsible for any fines per the city fee schedule.*

Patrons will receive 2 courtesy reminder phone calls when items are one day overdue and when items are two weeks overdue. Patrons without a valid phone number will receive a written notice and the library will suspend patron privileges to check out materials and computer use until a valid phone number can be verified.

After 15 days overdue, patrons who have not returned library materials will be contacted by letter. This letter will quote the Oregon Revised Statutes (ORS) 357.975 Willful Detention of Library Property and ORS 357.990 Penalties.

Prohibited Actions and Penalties

It shall be unlawful for any person willfully or maliciously to detain any library materials belonging to the Sweet Home Public Library, of the City of Sweet Home, for 30 days after notice in writing from the Library Director that the library material is past due. The notice shall bear upon its face a copy of Oregon Revised Statutes (ORS) 357.975 Willful Detention of Library Property and ORS 357.990 Penalties.

Oregon Revised Statutes

357.975 Willful detention of library property.

It shall be unlawful for any person willfully or maliciously to detain any library materials belonging to a publicly supported library or privately supported school, academic or research library or incorporated library for 30 days after notice in writing from the librarian of such library, given after the expiration of time which by regulations of such library such materials may be kept. The notice shall bear upon its face a copy of this section and of ORS 357.990.

357.990 Penalties.

Violation of ORS 357.975 is a Class B violation. Such conviction and payment of the fine shall not be construed to constitute payment for library material nor shall a person convicted under this section be thereby relieved of any obligation to return to the library such material.

The Library will suspend all patron privileges to check out materials and computer use of a family/household residing at the same address when a member of the family/household owes delinquent fines and fees per the city fee schedule. Privileges will be reinstated for all individuals at such time as the delinquent borrower again becomes eligible for borrowing and computer use privileges.

Lost, Partial Returns, Damaged Materials

Items not recovered using the stated methods covered in the Overdue Material and Fines section will be declared lost after 45 days of the due date. A billing notice will be sent to the patron notifying them of all the fines and fees. *Borrowing and computer use privileges will be suspended for patrons who have items declared lost until all fines and fees are paid in full. Delinquent accounts may be referred to a collection agency.*

When a patron knows that he/she has lost library materials and so informs the library, he/she will be informed of the replacement cost of the item plus the processing fee.

When a patron returns an item before the 45 days, he/she will still be liable for the overdue charges *per the city fee schedule.*

Materials lost or damaged may be replaced by the patron within the 45 days with another identical item in new condition at the discretion of the Library Director or designated library staff. If a patron wishes to replace a book (or other item) they have lost or damaged, they must replace it with a **NEW, in excellent condition, free of stains, loose pages or any other kind of damage.** The replacement item will usually have the exact ISBN as the copy that is being replaced. Newer editions of a title may be accepted. Should hardcover editions no longer be in print, Trade Paperback will be accepted, as long as it is the same or newer edition. (Note – this type of exchange would most often be in the case of non-fiction material). Replacements for lost or damaged audio/visual materials must be in the original “sealed” container. Used video store items are NOT acceptable. Patrons should keep all their receipts until they have been notified that the material they have purchased meets the library’s requirements. **Patrons will still have the \$5.00 processing fee and overdue fines.**

Some library materials have multiple parts, such as CDs or DVDs. If a part is missing upon return, the library will notify the patron by phone. The item will not be checked in until the missing part is returned. If the missing part is not returned, the patron will be charged the full cost of replacement and a \$5.00 processing fee and fines per the city fee schedule.

Lost material charges may be forgiven at the discretion of the Library Director in extraordinary circumstances.

— Much Smaller

Materials Selection Policy

I. Purpose of a Selection Policy

A written materials selection policy aids library staff in selecting and acquiring a useful, well-rounded collection of books and other materials to meet the needs of the community.

A policy manual helps the Library Board to determine whether the staff is doing an acceptable job of building a collection of materials that is relevant to community needs and that meets accepted standards of quality, and it is useful in instruction of new board member in existing board policy.

A policy manual helps answer questions by the public regarding the presence or absence of certain materials and helps explain the basis on which materials have been selected.

The Library Board and the Library Director of Sweet Home Public Library believe that the right to read is an important part of the intellectual freedom that is basic to democracy, and have based the selection policy on national statements concerning intellectual freedom; The *Library Bill of Rights* and *The Freedom to Read, Freedom to View, and Free Access to Libraries for Minors* statements. These documents appear at the back of this manual.

II. Objectives in Materials Selection

The purpose of the Sweet Home Public Library is to obtain, organize and make conveniently available to all the people of the community recreational, educational and informational materials in convenient form, including books, periodicals, newspapers, music, movies and other print and non-print materials. It is the policy of the library to maintain an up-to-date collection of standard works in all fields of knowledge, that are of permanent value, plus timely materials on current issues and items in current demand.

In addition to the requirements of the general public served, materials will be selected to meet the needs of business, professionals, government, and community organizations. Materials selection will also include consideration of the needs of shut-ins, the visually, physically and mentally handicapped and those individuals with learning disabilities. The needs of people who English is not the principal language will also be considered. Both the adults and the young people's collections will serve as supplementary sources for student use, but materials selected for students must also be useful to the general reader. Textbooks will not ordinarily be purchased.

III. Responsibility for Selection

The selection of materials is the responsibility of the Library Director. All library employees should be involved in the selection process by reading reviews and making suggestions for purchase.

IV. Method of Materials Selection

Any material selection policy must be fairly general, and librarians must always exercise their knowledge and experience of all library materials and of the community served. The following methods and principles should be followed as closely as possible:

A. Criteria

Each type of material must be considered in terms of its own merit and intended audience. All selections, both purchases and gifts, must possess some of the following criteria:

- Appeal to the interests and needs of individuals in the community.
- Permanent value as source material or interpretation.
- Vitality and originality of thought.
- Contemporary significance.
- Artistic excellence.
- Entertaining presentation.
- Accuracy and objectivity.
- Suitability of physical form for library use.
- Skill, competence and purpose of the author.
- Relations to other materials and existing areas of coverage in order to maintain a well balanced collection.
- Technical quality in selection of non-book material.

B. Reviews

Reviews written by and for public libraries are our most dependable selection tool. Other tools used are journalistic reviews, bibliographies prepared by authorities, and examination of the materials.

C. Requests

All requests from patrons for specific titles or subject request will be considered. Whenever there is enough demand or interest in a title or subject, an item with unfavorable reviews may be purchased unless it is completely without literary or social value, or the subject in question is already adequately covered by better materials.

D. Specialized Materials

Specialized materials of limited community interest will not ordinarily be purchased. Referral to other library collections and interlibrary loan will be used to supply patrons with these materials. Supplementary materials for students and information for specialists are provided in a limited number of fields, the library taking cognizance of and avoiding unnecessary duplication on subject areas which are the special prerogative of other community resources. Study outlines, synopses of books and abridged books are generally purchased only when needed for professional requirements or for reference purposes. Textbooks are purchased only when the information also serves the general public or is unavailable in other form.

V. Replacement and Maintenance

The library keeps its collection vital and useful by retaining or replacing essential material and removing on a systematic and continuous basis those works which are worn, outdated, or of little significance or no longer in demand.

VI. Access

A. Materials

Processing and shelving materials shall in no way reflect a value judgment of the materials. All materials will be shelved in their proper order on open shelves, freely and easily accessible to the public, except for irreplaceable or frequently stolen books to protect them from damage or theft.

B. Adults

The library assures free access to its collections for adults who are free to select or reject for themselves any item in the collection. Individual or group prejudice about a particular item or type of material in the collection may not preclude its use by others.

C. Children

Children are not limited to the Juvenile Collection, although Juvenile collections are kept together to facilitate use. Responsibility for a child's reading must rest with the parent or guardian, not with the library. Children's reading cannot be monitored in the library. Librarians will use professional judgment in approving requests for circulation, but librarians cannot know the maturity of every child nor know every parent's wishes in this area.

VII. Statement of Specific Policies in Selected Areas

A. Adult Materials

1. Fiction

The fiction collection provides books in the English language for the wide range of interests of the general reading public, including classics, titles representing periods of writing and those meeting the popular demand for reading.

Books which are obviously pornographic, which come within Oregon's definition of obscenity should be excluded:

A thing is obscene if: a) It depicts or describes in a patently offensive manner sadomasochistic abuse or sexual conduct; b) The average person applying contemporary state standards would find the work, taken as a whole, appeals to the prurient interest in sex; and c) Taken as a whole, it lacks serious literary, artistic, political or scientific value.

No book should be eliminated because of coarse language, or violence, or frank discussion of sexual episodes, any of which may be objectionable to some people, if the author is justified in what he/she portrays, or when such episodes are pertinent to the plot of character delineation in a book.

It is the library's responsibility to protect the rights of readers.

2. Religion

The library attempts to maintain a well balanced collection representing all the major religions and their sacred scriptures. Authoritative material which introduces and explains the basic concepts and practices of the various religions and beliefs is also included. The library does not add materials of a strictly proselytizing nature. The collection encompasses popular studies on new ideas and movements which are taking place in religion today.

3. Health and Medicine

The library generally purchases standard and popular materials in health, nutrition, hygiene, disease and medicine that are primarily of interest to persons outside the medical profession. Authoritative, scientific and popular materials about sex are provided for the general reader at various ages and reading levels. Books catering to morbid esoteric or sensational interests do not come within the scope of the collection.

4. Law

The library purchases standard and popular materials which deal with the philosophy of law and particular types of law such as real estate, taxes, marriage and divorce for the lay reader. Laws and regulations for Oregon and Sweet Home are included in the collections. Similar material for other counties and states are not included.

5. Politics

In addition to a balanced collection on modern American and international politics and government, the basic documents of all political systems that have influenced, and do influence people should be available to the public. Outright propaganda should be avoided except for a few representative items.

B. Juvenile Materials

The children's department selects materials on subjects of interest to and within the comprehension of children from pre-school through the sixth grade.

A few adult books of interest to students of children's literature, parents and people working with children are also purchased. These include historical perspectives and evaluations of children's literature, information on children's authors and illustrators, and bibliographies of material for children

C. Young Adult Materials

Titles of interest to persons of middle school and high school age are purchased by and shelved in the respective young adult and adult subject departments. Specialized review sources are consulted.

D. Non-Book Materials

1. Periodicals and Newspapers

The library endeavors to provide the most representative periodicals in a wide range of subjects of reference value and recreational interest. The library maintains two weeks back issues of the major state and local newspapers.

2. Videos and DVDs

The purchase of videos/DVDs follows the guidelines of the general materials selections policy. Videos/DVDs purchased will provide education, instruction and recreation. They will be purchased with regard to subject expertise, visual media expertise, content and budget constraints.

Most videos/DVDS do not come with performance rights and unless those rights are purchased, the video may not be shown to groups in the community.

Donated video/DVD materials will be incorporated into the collection at the discretion of the Library Director.

E. Special Collections

This special collection consists of materials on the subject of Oregon and the Northwest of general interest. Works of Oregon authors are added to this collection only when they deal with Oregon or the Northwest as a subject.

VIII. Gifts

The library will encourage and accept monetary donations and gifts of library materials with the understanding that gifts of materials will be added to the collection only if they meet the same standards of value required of materials purchased. Gift materials not meeting those standards, those that are out-of-date, unneeded, duplicates of items already owned, or those in a format unsuitable for library use, may be given to the Friends of the Sweet Home Library, exchanged, or discarded.

Gift items will be integrated into the regular collections in normal sequence, available to all library patrons, and otherwise handled as any other material belonging to the library.

A receipt for tax purposes may be issued to the donor if requested at the time the donation is made, acknowledging receipt of the gift only. Monetary donations will always be issued a receipt.

Whenever a gift is no longer needed, it will be disposed of in the same manner as materials purchased.

Request for Withdrawal or Addition of Material

If requested material is of popular nature with broad appeal, it is likely to be purchased. Likewise, if it is a popular author, subject or one of a series (and we have other in the series) the library will likely purchase it. However, if it is a request for addition of an item that has been rejected by the library, the Library Director will reconsider its addition. Constraints of funding will be considered.

Whenever any patron objects to the presence or absence of any library material, the complaint will be given a fair review. All complaints to staff members will be referred immediately to the Library Director who will discuss the matter with the complainant.

If a patron wishes, he/she will be supplied with the "Request for Reconsideration of Library Materials" form. The Library Director and Library Board will examine the item in question if it is a request for withdrawal, then check reviews, and determine whether it conforms to the standards of materials selection policy.

The Library Director and Library Board will decide whether or not to withdraw, or restrict the material in question and will write to the complainant giving the reasons for the decision.

Criteria for Weeding

The Library continuously evaluates the collection to ensure its usefulness and relevance to the community. This evaluation relies on staff professional expertise to assess the content of the collection for the needs of the community. Damaged, destroyed, or lost items may not be replaced due to:

- Obsolescence: No longer timely, accurate, or relevant
- Damaged or poor condition
- Space or budget limitations
- Number of copies in the collection
- Insufficient use

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Internet Use Policy

The rules listed below are to be followed when using the Public Access Computers (PACs) at the Library:

1. A patron must have a library card or current photo identification to use the PACs.
2. Each patron is limited to one hour per day on the PACs.
3. A patron must operate the computer in a reasonable manner and not misuse it. Any damage to the computer caused by the patron is the responsibility of the patron.
4. Misuse of the computer or intentional violations by a patron will result in the loss of computer privileges. One warning will be given.
5. No patron will display sexually explicit graphics or text on the computer.
6. A patron shall not talk loudly or have a group congregate around the computer.
7. A patron shall have no food or drink around the computer.
8. A patron shall pay 10 cents per page for print outs printed while using the computer.
9. Children 13 years of age or younger must be accompanied by a parent or guardian while using the computer.

Internet Access by Children and Teens

The Library affirms the right and responsibility of parents or legal guardians to determine and monitor their own children's use of Library materials and resources. The Library recommends that parents or legal guardians accompany their children to the Library. Parents or legal guardians are responsible for what their child views on the Internet, not the Library.

Children, 13 years of age and under, must be accompanied by a parent or legal guardian while using the computer.

Children, 14 years of age or older, may present current photo identification to use the computer. If they don't have identification, they may have their parent or legal guardian come to the Library and sign an "Internet Registration" slip.

Prohibited Behavior

The City of Sweet Home sets standards of acceptable behavior on Library premises to ensure an atmosphere that encourages the use and enjoyment of library resources and services, promotes the safety of the general public and library staff, and protects library materials, equipment, building and grounds.

Enforcement of these rules will be conducted in a fair and reasonable manner by the library staff. Library staff will intervene to stop prohibited activities or behaviors. Failure to comply with the Library's established rules, regulations, and policies could result in restriction of use of library privileges or expulsion from the Library for a period of one day to 90 days and/or in arrest. Restriction in use and expulsion may be appealed in writing to the City Manager as stated below.

In the library or on library premises, the following conduct and behavior is prohibited:

General Conduct

No person shall engage in conduct that disrupts or interferes with the normal operation of the Library or disturbs other patrons or Library staff which includes conduct that involves the use of abusive or threatening language or gestures, conduct that creates unreasonable noise or conduct that consists of loud or boisterous physical behavior or talking.

Use of Library Property

No person shall use Library materials, equipment, furniture or fixtures in a manner inconsistent with the customary use thereof, in a destructive, abusive or damaging manner, or in a manner that could result in personal injury or injury to others.

Clothes

No person shall enter the Library barefoot or without a garment covering on his/her torso.

Weapon

No person shall bring onto the Library premises, so as to be visible by patrons or Library staff, items which would not normally be used in a Library and which, when displayed, would be perceived by a reasonable person to be a potential weapon. Such items include, but are not limited to guns, machetes, knives, swords, box-cutters, and mace.

Food

No person shall bring in or consume food or beverages inside the Library building except as provided by Library staff during a program.

Computer Rules

No person shall violate the "computer policy" agreement.

Obstruct

No person shall interfere with the free passage of Library patrons and Library staff in the Library or on the Library premises, including but not limited to placing objects such as bicycles, backpacks or other items in a manner that interferes with free passage.

Smoking

No person shall smoke or use any tobacco products within the Library or on Library premises.

Electronic Devices

No person shall have the cell phone "ringer" left on in the Library. All cell phone conversations should be outside of the Library. No person shall use electronic equipment at a volume that disturbs another Library user or Library staff, including, but not limited to cellular telephones, stereos and laptop computers on the Library premises.

Library Staff Room

No person, except authorized Library staff, or persons specifically authorized by Library staff, shall enter areas of the Library or the Library premises posted for use by Library staff only.

Skateboards

No person shall use skateboards, roller blades, roller skates, scooters, and wheeled shoes with wheels protruding, or other similar wheeled apparatus in the Library or on the Library premises. Bicycles are not permitted inside the Library, including vestibules or covered doorways.

Sales

No person, unless contracted with the City to do so, shall solicit, sell, offer for sale, peddle, or advertise any goods or services within the Library or on the Library premises.

Staff Direction/Library Rules, Regulations or Policies

No person shall disobey the direction of a Library staff member or the established rules, regulations and policies of the Library.

Animals

No person shall bring into the Library any animal or pet except service animal as defined by the U.S. Department of Justice, Civil Rights Division, *Disability Rights Section*.

ADA 2010 Revised Requirements for Service Animals

(See http://www.ada.gov/service_animals_2010.htm)

Laws

No person shall commit or attempt to commit any activity that would constitute a violation of any federal, state or local criminal statute or ordinance.

Unattended Children in the Library and Sleeping in the Library

No person shall permit a child under the age of ten for whom they are responsible to be or remain unattended in the Library and on Library premises. A person who brings a child, under the age of ten years, into the Library or on the Library premises is responsible for that child. No person over the age of four shall sleep in the Library or on the Library premises.

Restriction / Expulsion

Every restriction/expulsion shall address in scope and duration the violation and a warning be given before a restriction/expulsion is issued unless circumstances dictate that a warning would be counterproductive. The Library Director, City Manager or designee of either one, shall have delivered to the restricted/expelled person a form setting forth the restriction/expulsion scope and duration, reason for the restriction/expulsion and right to appeal, if any, as soon as possible after the restriction/expulsion time commences. There is no appeal from a restriction/expulsion that is only for the remainder of the library day.

Rights to Appeal

1. A person who has been restricted/expelled from the Library has the right to request an informal hearing to contest the restriction/expulsion and request reinstatement to the Library.
2. The request for an informal hearing must be in writing and filed with the City Manager within 48 hours of the restriction/expulsion.
3. The City Manager or designee shall schedule a time and place for the informal hearing to be conducted, which shall be not more than 72 hours after receipt of the request for hearing. At the informal hearing, the City Manager or designee shall consider testimony from the City personnel involved in the incident that resulted in the restriction/expulsion, testimony from the person requesting the hearing, and testimony from any other witnesses to the incident and review any documents or items presented. The City Manager or designee may exclude anyone from the informal hearing, other than the person that requested the hearing that is not presenting testimony to the City Manager or designee.
4. Within 72 hours of the informal hearing the City Manager or designee will issue a written decision affirming, modifying, or cancelling the restriction/expulsion. The decision shall be delivered or mailed to the person that requested the hearing on the date issued. The written decision of the City Manager or designee shall be final on the 5th day after it is issued unless prior to that time a notice of appeal is filed with the City Manager. The appeal shall be heard by a hearings official appointed by the City Manager and the hearings official's decision shall be the final decision.

To appeal contact: City of Sweet Home
Attention: City Manager
1140 – 12th Avenue
Sweet Home, OR 97386

5. Upon appeal, the restriction/expulsion shall not be enforced until the final decision is made at the City level.
6. All time periods shall be counted as set forth in ORCP Rule 10 found in Oregon Revised Statutes between Chapters 11 and 12.

Library Bulletin Board and Displays

The Sweet Home Public Library provides bulletin board space in the lobby area with the goal of providing information for all people of the community. One bulletin board is reserved for “library use only” and the other bulletin board is available for posting by nonprofit groups. This bulletin board is designated as limited public forums for free information exchange. This bulletin board shall be available to all nonprofits, for any purpose consistent with the laws of the State of Oregon, ordinance of the City of Sweet Home, and the Library’s Prohibited Behavior policy.

The Library reserves the right to refuse to post, and remove items displayed, which are judged not to meet the above criteria. The Library does not endorse any goods or services, makes no representation as to the accuracy of information, and assumes no liability for the quality or safety of any goods or services that may be subject of postings.

No displays advocating election or defeat of a candidate for public office or which advocate a vote for or against any proposition, political or otherwise, or those soliciting donations or consideration of any product or item sold by any commercial or charitable enterprise will be permitted.

Bulletin Board items must be submitted to Library staff before being displayed. Items which are posted by the public without prior authorization will be removed. The Library is not responsible for returning posted items or for the unauthorized removal of posted items.

Support of the Library

Friends of the Library

The Friends of the Sweet Home Library, established in 1984, welcomes anyone interested in helping advance the library. The Friends of the Library operate a used-book store, open Monday through Saturday, have some items for sale at the library and sponsors other events to raise funds for non-budgeted purchases for the library. Meeting dates and times are posted.

Volunteers

Volunteers must complete a City of Sweet Home Volunteer Employment Application and a Criminal History Check form available at the Sweet Home Public Library and from the City of Sweet Home. Once approved, volunteers will be called for an appointment to interview with the Library Director.

Tasks that volunteers can help do at the library are:

- Shelving books, videos, DVDs and magazines
- Reading shelves
- Book washing
- Calling to remind patrons of overdue items and arrived requests
- Cleaning children's area
- Outdoor work
- Preparing magazines for use
- Take mail to the Post Office
- Recycling old newspapers
- Summer Reading Program
- Crafts for preschool story times and summer reading
- Preparation for summer reading
- Pull stickers from books on new book shelf
- Clerical and secretarial assistance (as directed by staff)
- Locating requested books and materials
- Sharing special skills as arts and crafts, storytelling, reading

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

1. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background or views of those contributing to their creation.

2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

4. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

5. A person's right to use a library should not be denied or abridged because of origin, age, background or views.

6. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; inclusion of "age" reaffirmed January 23, 1996.

The Freedom to Read

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those which are unorthodox, unpopular, or considered dangerous by the majority.
2. Publishers, librarians and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral or aesthetic views as a standard for determining what books should be published or circulated.
3. It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.
4. There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents or to inhibit the efforts of writers to achieve artistic expression.
5. It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.
6. It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.
7. It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important, that ideas can be dangerous, but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life but it is ours.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

Freedom to View

The Freedom to View along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore, these principles are affirmed:

1. To provide the broadest possible access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.

2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.

3. To provide film, video and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.

4. To provide a diversity of viewpoints without the constraint of labeling or prejudging a film, video, or other audiovisual materials on the basis of the moral, religious or political beliefs of the producer or filmmaker or on the basis of controversial content.

5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

Originally drafted by the Educational Film Library Association's Freedom to View Committee and adopted by the EFLA Board of Directors in February, 1979.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFBA Board of Directors in 1989.

Free Access to Libraries for Minors

An Interpretation of the Library Bill of Rights

Library policies and procedures that effectively deny minors equal and equitable access to all library resources available to other users violate the Library Bill of Rights. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

Article V of the Library Bill of Rights states, "A person's right to use a library should not be denied or abridged because of origin, age, background, or views." The "right to use a library" includes free access to, and unrestricted use of, all the services, materials, and facilities the library has to offer. Every restriction on access to, and use of, library resources, based solely on the chronological age, educational level, literacy skills, or legal emancipation of users violates Article V.

Libraries are charged with the mission of developing resources to meet the diverse information needs and interests of the communities they serve. Services, materials, and facilities that fulfill the needs and interests of library users at different stages in their personal development are a necessary part of library resources. The needs and interests of each library user, and resources appropriate to meet those needs and interests, must be determined on an individual basis. Librarians cannot predict what resources will best fulfill the needs and interests of any individual user based on a single criterion such as chronological age, educational level, literacy skills, or legal emancipation.

Libraries should not limit the selection and development of library resources simply because minors will have access to them. Institutional self-censorship diminishes the credibility of the library in the community, and restricts access for all library users.

Children and young adults unquestionably possess First Amendment rights, including the right to receive information in the library. Constitutionally protected speech cannot be suppressed solely to protect children or young adults from ideas or images a legislative body believes to be unsuitable for them.¹ Librarians and library governing bodies should not resort to age restrictions in an effort to avoid actual or anticipated objections, because only a court of law can determine whether material is not constitutionally protected.

The mission, goals, and objectives of libraries cannot authorize librarians or library governing bodies to assume, abrogate, or overrule the rights and responsibilities of parents. As "Libraries: An American Value" states, "We affirm the responsibility and the right of all parents and guardians to guide their own children's use of the library and its resources and services." Librarians and governing bodies should maintain that parents—and only parents—have the right and the responsibility to restrict the access of their children—and only their children—to library resources. Parents who do not want their children to have access to certain library services, materials, or facilities should so advise their children. Librarians and library governing bodies cannot assume the role of parents or the functions of parental authority in the private relationship between parent and child.

Lack of access to information can be harmful to minors. Librarians and library governing bodies have a public and professional obligation to ensure that all members of the community they serve have free, equal, and equitable access to the entire range of library resources regardless of content, approach, format, or amount of detail. This principle of library service applies equally to all users, minors as well as adults. Librarians and library governing bodies must uphold this principle in order to provide adequate and effective service to minors.

¹See Erznoznik v. City of Jacksonville, 422 U.S. 205 (1975)—"Speech that is neither obscene as to youths nor subject to some other legitimate proscription cannot be suppressed solely to protect the young from ideas or images that a legislative body thinks unsuitable [422 U.S. 205, 214] for them. In most circumstances, the values protected by the First Amendment are no less applicable when government seeks to control the flow of information to minors. See Tinker v. Des Moines School Dist., *supra*. Cf. West Virginia Bd. of Ed. v. Barnette, 319 U.S. 624 (1943)."

Adopted June 30, 1972, by the ALA Council; amended July 1, 1981; July 3, 1991, June 30, 2004.



PUBLIC LIBRARY POLICY MANUAL

Approved by the Sweet Home Library Board in its entirety October 14, 1993
And subsequently amended on 11/18/96, 9/10/98, 11/2/98, 6/10/99,
10/10/02, 7/14/11, 05/10/12, 12/5/13, 01/14/21

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Introduction

Purpose

The Sweet Home Public Library Policy Manual supports the Library and its mission and core values by defining the methods and procedures by which the Library operates. It guides decision-making and communicates the guiding principles to library staff and the public.

Mission

The Sweet Home Public Library transforms lives by educating, inspiring, and connecting people. The Library is dedicated to advancing literacy and fostering life-long learning.

Core Values

Our users are not only our customers, but they are also the reason the Library exists. We provide quality service and treat all users fairly and equally. Services are provided in a equal manner that is sensitive to and supportive of human differences.

We are a learning organization that is not afraid to change and take appropriate risks in pursuit of meeting community needs. We periodically assess our services and methods.

We conduct the library functions with integrity and responsibly by maintaining high standards in our work and a sense of pride.

Library Cards

Residents

The Sweet Home Public Library is supported through the property taxes of persons owning property within the city limits of Sweet Home. The Library's policy on the issuance of cards is designed to provide every reasonable opportunity for people who qualify for a card to obtain one.

The Library has both the right and the responsibility to require some form of proof that the person applying for a resident card is a resident. To do this, the Library requires reasonable proof of both identity (photo identification) and home address.

Examples of acceptable photo identification include the following:

- Driver's License
- Student I.D. card
- State I.D. card
- Costco card

Examples of acceptable proof of home address include the following:

- Utility receipt (*not more than 30 days old*)
- Rent receipt (*not more than 30 days old*)
- Mail addressed to patron with current resident address (*not more than 30 days old*)

Any other form of identification that gives the Library reasonable cause to believe that the applicant is a city resident will also be accepted.

If a patron so requests, the Library will use a business address or post office box number as a mailing address. Business addresses and post office box numbers cannot be accepted as satisfying the residency requirement.

Persons living in sections of motels (within the city limits) that have been designated as "apartments" by the motel manager qualify as residents. Persons living in other parts of the motel or shelters, autos, camper parks, or tents do not qualify as residents.

The Library acknowledges that some persons owning property within the city limits of Sweet Home maintain their residence outside the Sweet Home city limits. Those persons (including family members) will be issued without charge upon the production of a current statement as proof of property ownership. The card is valid for one year.

An adult who qualifies for a library card may have cards issued to his/her children without being present. The same procedure applies when renewing cards.

Non-Residents

The Sweet Home Public Library is fully funded through property taxes collected from city residents and property owners. Persons living outside the city limits pay no taxes to support the Library. Therefore, it is necessary to charge non-residents a fee roughly equivalent to what households within the city pay in taxes to sustain the Library. The cost of a non-resident family library card is as per the City of Sweet Home Fee Schedule.

The non-resident family card entitles one or all family/household members residing at the same address to library privileges. One member of the family/household is required to accept full financial responsibility for all items checked out on the non-resident family card.

All provisions of the City Resident's policy previously outlined shall apply equally to non-resident cardholders.

Library Cards cont'd

Children

The Library recognizes the rights and responsibilities that a parent or legal guardian has regarding their minor-age children. In recognition of these rights and responsibilities, it is the policy of the Library to issue cards to persons under the age of eighteen (18), but no younger than the age of seven (7), with the parent or guardian's permission using the identification of the parent or guardian as identification for the minor-age person.

For a minor-age person to be issued a library card, their parent or guardian must present proper identification and residency documentation outlined above in "Library Cards - Resident." It is recommended that the young person accompany their parent or guardian when their card is issued (but not required). It is not required that the parent or guardian themselves be issued a card when they obtain cards for their children. Parents are responsible for any fines or fees incurred on a child's card as per the City of Sweet Home Fee Schedule.

Library Card Renewal

Library cards are issued for one year. Patrons wishing to renew their library cards may be required to present current photo identification. The patron must clear the library card of lost items and overdue fines before renewal.

Lost / Forgotten Library Card

Library cards are issued for one year. Patrons wishing to renew their library cards may be required to present current photo identification. The patron must clear the library card of lost items and overdue fines before renewal.

"Card in Hand" Requirement and Exceptions

To conduct circulation transactions or to receive information about a cardholder's circulation records, patrons must present a valid library card at the Library. If doing business by phone, staff will ask to verify information such as the card's barcode number, address, and phone number.

Discretionary exceptions to this policy may be made for the occasional forgotten card, provided that the patron offers acceptable identification from the following list: driver's license or state I.D. card, school I.D. card, passport, voter's registration, or credit card.

Computer Use Only Cards

The Sweet Home Public Library makes public access computers available to meet library patrons' Internet and word processing needs.

To manage access to and use public access computers, the Library requires that individuals use a Sweet Home Public Library card in good standing to log in to the public access computers.

Patrons who are ineligible for a library card can register for a "Computer Use Only Card." "Computer Use Only Cards" provide patron-level public computer use privileges, but no other access or privileges of regular users. Photo identification is required. One card will be provided without charge per user.

Library Cards cont'd

Linn Libraries Consortium

The following Linn County, Oregon libraries have joined together to create the Linn Libraries Consortium (LLC):

Albany Public Library
Lebanon Public Library
Linn-Benton Community College Library
Harrisburg Public Library
Scio Public Library
Sweet Home Public Library

Cardholders from each respective library have access to specified materials throughout the consortium through our shared catalog. The LLC jointly supports a courier service that delivers requested items from consortium libraries to the patron's home library. Patrons can also use their home library cards to check out items directly from other libraries in the consortium.

Patrons may borrow up to five (5) items from consortium libraries. *Note: Cardholders must be in good standing with their home libraries to participate. Existing policies and procedures of each consortium member library will apply.*

Oregon Passport Cards

Oregon residents living outside the service area of the Linn Libraries Consortium may obtain an Oregon Passport Card at no cost if they bring a valid library card from their home library. The home library must also be a participant in the Passport Program to get a Passport Card from the Sweet Home Public Library.

Passport Card applicants must complete a registration form providing their verified permanent address and other contact information, which is the same identification required for residents. Only two items at a time may be checked out on a Passport Card.

Circulation Policies

Privacy Policy

Sweet Home Public Library protects the privacy of all library members, no matter their age.

Per Oregon Revised Statute 192.502.(23), the Library will not disclose:

- Circulation records, showing use of specific library material by a named person;
- The name of a library patron their address or telephone number;
- The electronic mail address.

The Library's privacy policies comply with federal, state and local laws.

Information Collected

Information the library personnel gather and retain about library users includes the following:

- Name, address, phone number, e-mail address, birth date (required for registering for a library card).
- Records of material checked out only in the case of unreturned items, charges owed, and payments.

Library personnel will not collect or retain personally identifiable information without the user's consent. By registering for a library card, the user consents to provide the information requested on the application.

When a user consents to provide information, the Library will not sell, license, or disclose it to any third party, except an agent working under contract for the Library, unless required by law to do so.

Access to Personal Information

Parents and guardians of minor children who wish to access their child's library records must provide the child's library card or card number. Similarly, if a friend or a family member wishes access to your library records, they must present your library card.

Library staff may access a patron's data only to perform assigned duties. Staff will not disclose any personal data except where required by law or to fulfill a specific request.

Enforcement and Redress

If a patron has a question, concern, or complaint about handling of private information, the patron may file written comments with the Library Director. The matter will be addressed in a timely manner. A privacy investigation may be conducted.

The Library Director is the custodian of library records and is responsible for responding to public records requests and inquiries from law enforcement officers. The Director may delegate this authority. The Director may confer with the City Attorney before determining the proper response to any request for records.

Loan Periods, Renewals, and Holds

Loan Periods

The items listed below are to be checked out on a 21-day loan:

- Adult, young adult and children's non-fiction
- Adult, young adult and children's fiction
- Books on CD
- Music CDs
- Magazines

Current issues of adult magazines may not be checked out.

The items listed below are to be checked out on a 14-day loan:

- New Adult Fiction, Mysteries, and Science Fiction
- Children's VOX books

The items listed below are to be checked out on a 7-day loan:

- DVDs

Patrons must be at least eighteen years of age to check out DVDs.

The Library is not responsible for any damage to personal equipment that may occur when the patron uses Library audio /visual materials. There is a limit of (5) DVDs per household at checkout.

Car Repair Manuals

The Library recognizes the patron's need to have information from the motorized vehicle repair manuals without laborious photocopying. Patrons may check these manuals out for 21 days after paying a required \$5.00 deposit that is refundable upon return of the materials.

Reference Materials

Reference materials do not circulate.

Renewals

Patrons may renew materials by contacting the Library in person, by phone, or online, on or before the due date. An item will not be renewed if another person is waiting for it if it has already been renewed three times or past the due date.

Holds

Holds may be placed on any circulating item. When an item becomes available, the patron is notified. The item is placed on the Holds Shelf for seven business days.

Delinquencies/Fines

By checking out library materials, the patron enters into an agreement with the Library to return the items on or before the due date indicated on the receipt given at checkout. Materials returned after the due date are subject to fines outlined in the City of Sweet Home's Fee Schedule.

Notices

Patrons who provide an email address will be sent a courtesy reminder by email three (3) days before the items are due.

A final notice with replacement cost will be sent when items are four (4) weeks overdue. Items not returned at that point will be considered "Lost," and the patron will be blocked until lost items are returned, and fines are paid, or the lost items are paid. Failure to return library items is a violation of

ORS 357.975 - Willful detention of library property:

It shall be unlawful for any person willfully or maliciously to detain any library materials belonging to a publicly supported library or privately supported school, academic or research library or incorporated library for 30 days after notice in writing from the librarian of such library, given after the expiration of time which by regulations of such library such materials may be kept. The notice shall bear upon its face a copy of this section and of ORS 357.990 (Penalties). [Formerly 357.830; 1975 c.476 §30]

ORS 357.990 - Penalties

Violation of ORS 357.975 (Willful detention of library property) is a Class B violation. Such conviction and payment of the fine shall not be construed to constitute payment for library material nor shall a person convicted under this section be thereby relieved of any obligation to return to the library such material. [Amended by 1971 c.743 §360; 1975 c.476 §31; 1983 c.208 §2; 1999 c.1051 §176]

Lost/Damaged Items Payment

When a patron pays for a lost or damaged item, a process fee will be added to the cost of the lost or damaged item as outlined in the current City of Sweet Home Fee Schedule.

An item must be paid for if it is deemed damaged to the point of being unusable by subsequent patrons. The Library Director or designee will make this determination.

Suspension of Borrowing Privileges

The Library will not check out materials to any patron with outstanding fines or fees, above an amount established by the Library Advisory Board, and outlined in the City of Sweet Home Fee Schedule.

Families whose members reside at the same address and who have outstanding fines or fees will have all family accounts blocked until all items have been returned or paid for, or all the outstanding fees have been brought under the defined fine limits.

Privileges will be restored when materials are returned or fees are paid for as required.

Referral to a Collection Agency

The Library may contract with a collection agency and/or take legal action, including credit reporting, to resolve long overdue accounts. In those cases, a non-refundable fee for collection costs will be added to the total bill. Minors are not subject to credit reporting.

Public Access Computers Policy

Sweet Home Public Library makes computers, selected software, and public printing available for public use, charging for printing only. The Library supports intellectual freedom and the free expression of ideas; however, the Internet is an unregulated source of information. Not all information found there is accurate, current, or complete. There is material that may be offensive, disturbing, or illegal. The Library cannot control or monitor the information available on the Internet and cannot be held responsible for its content; therefore, it is the user's responsibility to question and evaluate the validity and suitability of the information found.

U.S. Copyright law (Title 17, U.S. Code) prohibits the unauthorized reproduction or distribution of copyrighted materials, except as permitted by the principles of "fair use." Users may not copy or distribute electronic materials (including electronic mail, text, images, programs, or data) without the copyright holder's explicit permission. Any responsibility for any consequences of copyright infringement lies with the user; the Library expressly disclaims any liability or responsibility from such use.

The Library expressly disclaims any liability or responsibility arising from access to or use of information obtained through its electronic information systems, or any consequences thereof.

Conditions of Use:

- Patrons may use the Public Access Computers (PAC's) for a maximum of one (1) hour per day.
- The PAC's are in view of other library users and staff; therefore, it is inappropriate to display violent or sexually explicit graphics or text in this public setting.
- Users are not permitted to add, delete, or modify any hardware or software or to load personal software on these computers; patrons are liable for any damage to the equipment and may suffer loss of library privileges.
- The Library reserves the right to terminate an Internet session at any time for failure to comply with this policy.
- Anyone aggrieved by loss of library privileges may appeal to the City Manager.

Internet Access by Children and Teens

The Library affirms parents or legal guardians' right and responsibility to determine and monitor their own children's use of Library materials and resources. The Library recommends that parents or legal guardians accompany their children to the Library. Parents or legal guardians are responsible for what their child views on the Internet.

Children, 13 years of age and under, must be accompanied by a parent or legal guardian while using the computer.

Youth, 14 years of age or older, must present a library card, current photo identification, or school I.D., to use the computer. If youth have no I.D., the parent or legal guardian shall come to the Library and provide permission for their child to use the PAC's.

Collection Development Policies

The Sweet Home Public Library seeks to provide popular material reflecting diverse points of view to satisfy the community's informational and recreational reading needs.

General Principles

Intellectual Freedom

Library users choose what items they and their children will use based on individual interests and standards. The Sweet Home Public Library supports each family's right to decide which items are appropriate for use by their children. The Library adheres to the principles of intellectual freedom adopted by the American Library Association as expressed in the "Library Bill of Rights," the "Freedom to Read," and the "Freedom to View" statements. These statements are contained in the policies under Appendices.

Diversity

Our goal is to collect materials that reflect a wide range of views, expressions, opinions, and interests. Specific items acquired for the collection may include unorthodox, unpopular with the majority, or controversial. The Library's acquisition of such material does not constitute an endorsement of the material's content.

Selection Procedures

Most materials will be selected based on reviews in standard library publications such as Booklist, Library Journal, School Library Journal, and Publisher's Weekly. Reviews from other sources may be consulted, if appropriate.

The Sweet Home Public Library welcomes input from the public regarding the contents of the collection. Patrons wishing to suggest titles for purchase may fill out a "Purchase Suggestion Form." All such suggestions will be considered for purchase according to the Collection Development Policy. Within budgetary constraints, the Library would attempt to fulfill patron requests if the material requested seems appropriate for the collection.

The Library will accept donations of books, Books on CD, and DVDs if they conform to the guidelines of the Collection Development Policies. Donations not added to the collection will be given to the Friends of the Sweet Home Library.

Criteria

General Criteria for selecting library materials include, but are not limited to the following:

- Budget and space limitations
- Public demand, interest, or need
- Contemporary significance, popular interest, or permanent value
- Prominence, authority, and/or competence of author or creator
- Professional, high-quality content that has been independently and positively reviewed in an authoritative review journal.
- Timeliness of information
- Relation to existing collection
- An original or alternative point of view

Criteria cont'd:

- Authenticity of historical, regional, or social setting
- Suitability of subject and style for the intended audience
- Appropriateness to interest and skills of the intended audience
- Local emphasis
- Availability from other Linn Consortium Libraries

The Library may purchase or accept donations of self-published books if they are positively reviewed in professional journals or if they highlight unique local information and meet the standard of professional, high-quality content. Self-published books must have an International Standard Book Number (ISBN.)

Maintenance, Replacement, and Withdrawal of Items

Materials in all media will be evaluated at regular intervals using standard professional criteria (such as CREW - an acronym for continuous review, evaluation, and weeding) to ensure its usefulness and relevance. This evaluation relies on staff professional expertise to address the collection's content for the ever-changing needs of the community. Items may be withdrawn from the collection and damaged, destroyed, or lost items may not be replaced for the following reasons:

- Obsolescence - no longer timely, accurate or relevant
- Damaged or in poor condition
- Space or budget limitations
- Number of copies in the collection
- Availability at other Linn Libraries Consortium

Request for Reconsideration of Materials or Additions of Materials

Patrons wishing to express concerns about materials already in the collection will be invited first to discuss their concerns with appropriate staff or the Director. Should a patron still be unsatisfied, he/she may formally request the Library reconsider its classification or possession of an item by submitting a "Request for Reconsideration of Library Materials form" to the Library Director. When a "Request for Reconsideration" is provided, the Director will notify the Library Advisory Board as soon as possible. In consultation with appropriate staff, the Director will promptly review the item in question, together with any available reviews of the material, and render a decision about appropriate action. The Director will convey this decision to the requestor in writing.

Should the patron wish to pursue the matter further, he/she may ask that the Director bring the issue before the Library Advisory Board for their decision. At this point, the Director and the appropriate staff having reviewed the matter in question will each fill out a copy of the "Request for Reconsideration" form, including their recommendation as to the appropriate action. The Board will consider the request and the staff recommendations at the next scheduled Board meeting. It will render a decision as to the appropriate action. This decision will be final and will be conveyed in writing to the patron submitting the request.

Policies Governing the Facility

Use of the Building by Other Organizations

The Library is a City of Sweet Home facility intended primarily for the provision of library materials, services, and programs. While Sweet Home Public Library seeks to work cooperatively with other community organizations and may sponsor or endorse cooperative activities, the building and grounds are not generally available for non-library-programs, meetings, or event, except as noted below.

Displays of Art

When considering the acquisition or exhibition of artwork, the Library Advisory Board shall work with Sweet Home Oregon Coalition for Artistic and Scholastic Enrichment (SHOCASE) Committee. All artwork will be submitted to the Committee, which will make its evaluation based on the criteria of professionalism and suitability for the building. The Board reserves the right to dispose of any purchases or donations as it sees fit.

Bulletin Boards

The Library provides a bulletin board for library announcements and local general interest items. The bulletin board is not intended as a forum or for details of a personal or commercial nature. In accord with “The Library Bill of Rights,” the Library will post materials appropriate to the bulletin board’s purpose in a timely fashion and “on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting [the posting].” However, because space is limited, the Library cannot guarantee that all materials will be posted. All postings are subject to the Library staff’s judgment.

Program Policy

Library-sponsored programs promote the use of library materials, facilities, or services and offer the community an informational, entertaining, or cultural experience. Programs are planned for the interest and enlightenment of all the people of the community. The Library strives to offer a variety of programs that reflect the broad range of community interests.

Library-sponsored programs are offered at no charge to the public. Attendance shall not be restricted because of gender, race, background, or beliefs.

Program presenters will provide a summary of their proposed program, references and reviews, and relevant supporting material, such as books, brochures, photos, videos, or C.D.s.

Programs will fit the Library’s mission, programming objectives, themes, budget, and schedule. The decision to sponsor a program rests with the Library Director.

The Library will prepare a contract that outlines all agreed-upon terms that will be signed by the Library Director and the performer.

Patron Conduct Policy

The City of Sweet Home has the responsibility of ensuring that the most pleasant environment possible is maintained at the Library. This policy affirms the library staff's right and responsibility to take appropriate actions to support such an atmosphere. "If the behavior is disruptive, it will be addressed" is the directive for Library staff.

General Conduct

No person shall engage in conduct that disrupts or interferes with the Library's normal operation or disturbs other patrons or Library staff. This conduct includes abusive or threatening language or gestures, an activity that creates unreasonable noise or conduct that consists of loud or boisterous physical behavior or talking.

Use of Library Property

No person shall use Library materials, equipment, furniture or fixtures in a manner inconsistent with the customary use thereof, in a destructive, abusive or damaging manner, or in a manner that could result in personal injury or injury to others.

Clothes

Patrons are required to wear footwear and a garment covering their torso when entering the Library.

Weapons

Patrons shall not bring onto the Library premises items which would not commonly be used in a library. Objects that would be perceived by a reasonable person to be a potential weapon. Such items include, but are not limited to; machetes, knives, swords, box-cutters, and mace.

Food/Beverages

Patrons may not bring in or consume food or beverages inside the Library building except as provided by Library staff during a program.

Computer Rules

Patrons shall comply with the "computer policy" agreement.

Obstruct

Library patrons and staff shall have obstruction-free passageway through and into the Library. Entryways shall be free of objects such as bicycles, backpacks, or other items that interfere with free passage.

Tobacco Products

Smoking, "vaping" or use any oral tobacco products are not allowed within the Library or on Library premises.

Patron Conduct Policy cont'd

Electronic Devices

Patrons shall turn off the cell phone “ringer” while in the Library. All cell phone conversations should be outside of the Library. No person shall use electronic equipment at a volume that disturbs another Library user or Library staff, including, but not limited to cellular telephones, stereos and laptop computers on the Library premises.

Library Staff Room

Only authorized Library staff, or persons authorized explicitly by Library staff, shall enter areas of the Library or the Library premises posted for Library staff only.

Wheeled Apparatus

Skateboards, rollerblades, roller skates, scooters, wheeled shoes with wheel protruding, or other similar wheeled apparatuses are not allowed in the Library or on the Library premises. Bicycles are not permitted inside the Library, including vestibules or covered doorways.

Sales

Unless contracted with the City to do so, no person shall solicit, sell, offer for sale, peddle, or advertise any goods or services within the Library or on the Library premises.

Staff Direction/Library Rules, Regulations or Policies

All patrons will obey the direction of a Library staff member or the established rules, regulations, and policies of the Library.

Animals

No person shall bring into the Library any animal or pet except service animal as defined by the U.S. Department of Justice, Civil Rights Division, Disability Rights Section.
ADA 2010 Revised Requirements for Service Animals (See http://www.ada.gov/service_animals_2010.htm)

Laws

No person shall commit or attempt to commit any activity that would constitute a violation of any federal, state, or local criminal statute or ordinance.

Unattended Children

A child under the age of ten years old shall not remain unattended in the Library and on Library premises. A person who brings a child, under ten years old, into the Library or on the Library premises is responsible for that child.

Sleeping

No person over the age of four (4) years old shall sleep in the Library or on the Library premises.

Restriction/Expulsion

Every restriction/expulsion shall address the scope and duration of the violation. A warning is given before a restriction/expulsion is issued unless circumstances dictate that a warning would be counterproductive. The Library Director, City Manager or designee of either one, shall have delivered to the restricted/expelled person a form setting forth the restriction/expulsion scope and duration, the reason for the restriction/expulsion and right to appeal, if any, as soon as possible after the restriction/expulsion time commences. There is no appeal from a restriction/expulsion that is only for the remainder of the library day.

Rights to Appeal

1. A person who has been restricted/expelled from the Library has the right to request an informal hearing to contest the restriction/expulsion and request reinstatement to the Library.
2. The request for an informal hearing must be in writing and filed with the City Manager within 48 hours of the restriction/expulsion.
3. The City Manager or designee shall schedule a time and place for the informal hearing to be conducted, which shall be not more than 72 hours after receipt of the request for hearing. At the informal hearing, the City Manager or designee shall consider testimony from the City personnel involved in the incident that resulted in the restriction/expulsion, testimony from the person requesting the hearing, and testimony from any other witnesses to the incident and review any documents or items presented. The City Manager or designee may exclude anyone from the informal hearing, other than the person that requested the hearing that is not presenting testimony to the City Manager or designee.
4. Within 72 hours of the informal hearing, the City Manager or designee will issue a written decision affirming, modifying, or canceling the restriction/expulsion. The decision shall be delivered or mailed to the person that requested the hearing on the date issued. The written decision of the City Manager or designee shall be final on the 5th day after it is issued unless, before that time, a notice of appeal is filed with the City Manager. The appeal shall be heard by a hearings official appointed by the City Manager, and the hearings official's decision shall be the final decision. To appeal contact:

**Attention: City Manager
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386**

5. Upon appeal, the restriction/expulsion shall not be enforced until the final decision is made at the City level.
6. All time periods shall be counted as outlined in ORCP Rule 10 found in Oregon Revised Statutes between Chapters 11 and 12.

Library Usage by Children

The Sweet Home Public Library welcomes and encourages children to visit the Library, use library resources and services, and attend library programs. Staff members are available to help and support children; however, the Library is not able to provide short- or long-term child care, or be responsible for unattended children.

Parents, guardians, and/or caregivers are responsible for the safety, behavior, and supervision of children at all times in the Library and on library property. Children are expected to respect library property and adhere to the outlined rules.

Children under the age of 10 years shall not be left unattended by their responsible adult guardian (ORS 163.545). Staff may need to contact authorities (such as the police) to ensure an unattended child's safety.

ORS 163.545 - Child neglect in the second degree:

(1) A person having custody or control of a child under 10 years of age commits the crime of child neglect in the second degree if, with criminal negligence, the person leaves the child unattended in or at any place for such period of time as may be likely to endanger the health or welfare of such child.

(2) Child neglect in the second degree is a Class A misdemeanor. [1971 c.743 §174; 1991 c.832 §2]

Under ORS 419B.010, Library staff are mandatory reporters of child abuse. Library staff is to report, if known, names and addresses of the child and parents or other persons caring for the child, the age of the child, the nature and extent of the abuse, including any evidence of previous abuse, the explanation given for the abuse, and any other information.

Children Left At Closing

When a child under the age of 10 years is left at the Library beyond the regular closing time, two staff members, if they are able, will remain with the child no longer than 30 minutes. During this time, by phone, efforts will be made to locate the child's parent or guardian to request the child be picked up. However, if staff members are unable to stay, the police will be notified immediately.

If, at the end of the 30 minutes, the child has not been picked up or library staff has been unable to contact a parent or guardian, staff will request assistance from Sweet Home Police Department.

Exam Proctoring Service

As part of the Sweet Home Public Library's mission to provide lifelong learning, exam proctoring services are offered to students to fulfill educational needs.

We will proctor tests given online or sent to us by postal mail. Exams will be proctored during open library hours, depending on staffing levels, and public computer availability.

Please provide the testing institution with our contact information:

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

Staff will check identification and ensure that no notes, calculators, or textbooks are used. However, due to time constraints and space in the Library, staff are unable to proctor tests that require a proctor to remain in a closed room with a student throughout the exam.

Library staff will return tests by email, fax, mail as requested. The student at or before testing must provide any postage required to return testing materials. Fees for faxing must also be paid for by the student.

The student is responsible for verifying the test's arrival at the Library and arranging a time to take the test.

Role of Library Volunteers

Sweet Home Public Library provides a variety of opportunities for volunteers to participate in routine operations and special programs or projects. The Library's primary purpose in running a volunteer program is to enhance its ability to meet its goals and objectives. However, the Library also seeks to provide rewarding volunteer work to community members and strives to assign tasks that mesh with each volunteer's particular skills and interests. Tasks which volunteers may perform may include but are not limited to, shelving, maintaining proper material order on shelves, processing new materials, mending library materials, filing and maintaining computer databases, and setting up the Library for opening.

The Library Director will designate the staff responsible for recruitment, orientation, and coordination of volunteers. Those interested in volunteering must submit a "volunteer application" form. The Director's designee will review all applications, interview volunteer candidates, and negotiate mutually acceptable schedules and duties with those accepted into the volunteer program. The Library Director may discontinue volunteer opportunities at any time.

APPENDICES

Sweet Home Public Library: A Brief History

In the fall of 1941, the Long Street Grade School PTA president appointed a committee to look into the possibility of that group sponsoring a city library. It was decided that it would be advisable for the group of interested persons to form a Library Association, and the PTA and other organizations could help financially. Long Street School PTA gave the first sum of money.

It was wartime, and the committee believed that the need for a library would be felt more keenly than ever because of curtailment of vacation trips and rationing of gasoline.

The Board of this association met for the first time on March 16, 1942, at the New Era office. An inspection to the city hall was made to see the two rooms the City donated for the Library's use, a kitchen and storage room in city hall, a former dwelling.

It was decided to keep the Library open 2-1/2 hour on three afternoons a week, with the board members and other interested persons acting as librarians.

A library association was planned and had membership cards printed for patrons wishing to join at \$1.00 per member. By August of 1942, there were 66 memberships. The community donated money, books, materials, and time that created a presentable library.

The formal opening was September 19, 1942, with a silver tea and everyone invited. Board members took turns as volunteer librarians.

In 1945, the Board asked that the Library be included in the city budget. The City granted this request. With the money from the Library Expansion Fund and other gifts, a librarian was hired.

Another big step in the progress of the Library was the filing of incorporation papers. The Sweet Home Public Library Inc. was formed on January 17, 1949.

In May 1954, the City of Sweet Home took over the operation of the Library.

When the city hall located at 1940 Long Street was built that year, the Library shared the basement with the Sweet Home Police Department. These quarters served as the Library until 1969.

The Library's bookkeeping procedures were transferred to the city office at the beginning of 1963-1964 to comply with State law.

In less than a dozen years, the circulation size grew. The library and police department were crowding each other in their basement quarters. By 1966 discussion began for the new library building. The Library was in dire need of more book space and a ground floor street entrance for individuals' easier use.

The decision was made to build at 13th Avenue and Kalmia Street. The new building was dedicated November 23, 1969, and planned to service the community for 20 years.

A Brief History cont'd

In the fall of 1984, Sweet Home citizens voted down the city budget. The City Council elected to close the Library at a cost-saving measure. People in the community did not want to see their Library closed, and they rallied to support the Library. The non-profit Friends of the Sweet Home Library was established. After being closed for approximately one month, the Library was re-opened with only the professional librarian and enough money for the barest essentials, such as lights, heat, and water. There was no budget for supplies or books.

Volunteers helped to keep the doors open. Patrons, the community, and the Friends of the Library raised funds to keep the magazine subscriptions current and best sellers on the shelves.

Since 1986, Sweet Home voters have approved the Library operating levies to keep the Library running.

The Sweet Home Literacy Council was established in November 1988 under the sponsorship of the Library.

The Library's 50th anniversary was celebrated on September 19, 1992, with a silver tea duplicating its original opening.

Establishment of the Sweet Home Public Library

Ordinance Bill No. 1 For 1989

Ordinance No. 983

(Adopted February 14, 1989)

An ordinance relating to the Library, establishing the Sweet Home Public Library, and creating a Library Board, and repealing Ordinance No. 647.

Section 1. Sweet Home Public Library Established

- (a) A public library is hereby established for the City of Sweet Home under the provision of Oregon Revised Statutes.
- (b) The Public Library shall be financed through the use of general fund monies, revenue obtained from the operation of the Library, grants, gifts, donations and bequests received and designated to be used for library purposes, and any tax levies that may be authorized by the electors.
- (c) The Sweet Home Public Library shall be the public agency responsible for providing and making freely accessible to all residents, in the City of Sweet Home, library and information services suitable to persons of all ages.

Section 2. Library Board

- (a) The Sweet Home Public Library Board is hereby created. The Board shall consist of five members to be appointed by the City Council.
- (b) The term of office of the Board members shall be four years and their terms shall commence on July 1 in the year of their appointment. The terms of office shall be staggered so that the terms of not more than two Board members will expire in the same year. Of the first five Board members appointed, one member shall initially hold office for one year, one for two years, one for three years and two for four years. At the expiration of the term of any members of such Board, the City Council shall appoint a new member or may reappoint a member for a term of four years. If a vacancy occurs during a term of office, the governing body shall appoint a new member for the balance of the expired term.
- (c) Members of the Board shall receive no compensation for their services but may be reimbursed for expenses incurred in the performance of their duties.

Section 3. Board Organization

- (a) The Library Board shall elect a chairperson and vice-chairperson.
- (b) The Library Director shall be an ex officio member and shall serve as secretary to the Board and keep the record of its actions.
- (c) Three appointed members of the Board shall constitute a quorum.
- (d) The Board may establish and amend rules and regulations for its government and procedure consistent with laws of the State of Oregon and with the charter, ordinances, resolutions and regulations of the City of Sweet Home.
- (e) The Board shall meet at least once a month and at such other times as it may provide by its rules.
- (f) Meeting dates and times are posted.

Section 4. Library Board General Powers

The Library Board shall be an advisory board and shall have no executive or administrative powers or authority, and this ordinance shall not be construed as depriving elected or appointed officials of the City of any power they may have under the laws of the state or the charter of the City. The Board shall have powers and duties as follows:

- (a) Upon request by the City Manager, the Library Board may assist in the interview process of selecting and appointing a Library Director. The City Manager, as the fiscal and administrative agent for the Library, shall have primary responsibility for library personnel, including recruitment, selection, classification and pay, and supervision.
- (b) The Library Board shall make recommendations to the City Council about rules and policies for the efficient and effective operation of the Library, its services and programs.
- (c) The Library Board shall approve the budget request prepared by the Library Director for submittal to the Budget Committee.
- (d) The Library Board shall make recommendations for the acceptance, use or expenditure of any real or personal property or funds donated to the Library under Section 5 of this ordinance.
- (e) The Library Board shall make recommendations for the selection of sites for public library buildings or for location of library facilities.
- (f) The Library Board shall approve an annual report to the State Library and to the City Council submitted in a timely manner on a form supplied by the State Library.
- (g) The Library Board shall develop and recommend to the City Council long-range plans for library service, consistent with City priorities and with state, regional and national goals for libraries.

Section 5. Acceptance of Gifts for Library Purposes

Gifts of any real or personal property or funds donated to the Library and accepted by the governing body shall be administered in accordance with each gift's terms, and all property or funds shall be held in the name of the City of Sweet Home.

Section 6. Internal Administrative Policies and Procedures

The City Manager shall be the fiscal and internal administrative agent for the Sweet Home Public Library and the Library shall operate in conformance with City administrative procedures including those pertaining to the following:

- (a) Personnel, including recruitment, selection, classification and pay for library personnel.
- (b) Receipt, disbursement and accounting of monies.
- (c) Maintenance of general books, cost accounting records and other financial documents.
- (d) Budget administration.
- (e) Operation and maintenance of equipment and buildings.

Section 7. Prohibited Actions and Penalties

See ORS 357.975 and 357.990 for update of ordinance.

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, age, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.
- VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.

Inclusion of "age" reaffirmed January 23, 1996.

The Freedom to Read

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those which are unorthodox, unpopular, or considered dangerous by the majority.
2. Publishers, librarians and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral or aesthetic views as a standard for determining what books should be published or circulated.
3. It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.
4. There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents or to inhibit the efforts of writers to achieve artistic expression.
5. It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.
6. It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.
7. It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important, that ideas can be dangerous, but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life but it is ours.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

Access to Library Resources and Services for Minors:

An Interpretation of the Library Bill of Rights

The American Library Association supports equal and equitable access to all library resources and services by users of all ages. Library policies and procedures that effectively deny minors equal and equitable access to all library resources and services available to other users is in violation of the American Library Association's Library Bill of Rights. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

Article V of the *Library Bill of Rights* states, "A person's right to use a library should not be denied or abridged because of origin, age, background, or views." The right to use a library includes free access to, and unrestricted use of, all the services, materials, and facilities the library has to offer. Every restriction on access to, and use of, library resources, based solely on the chronological age, apparent maturity, educational level, literacy skills, emancipatory or other legal status of users violates Article V. This includes minors who do not have a parent or guardian available to sign a library card application or permission slip. Unaccompanied youth experiencing homelessness should be able to obtain a library card regardless of library policies related to chronological age.

School and public libraries are charged with the mission of providing services and resources to meet the diverse interests and informational needs of the communities they serve. Services, materials, and facilities that fulfill the needs and interests of library users at different stages in their personal development are a necessary part of providing library services and should be determined on an individual basis. Equitable access to all library resources and services should not be abridged based on chronological age, apparent maturity, educational level, literacy skills, legal status, or through restrictive scheduling and use policies.

Libraries should not limit the selection and development of library resources simply because minors will have access to them. A library's failure to acquire materials on the grounds that minors may be able to access those materials diminishes the credibility of the library in the community and restricts access for all library users.

Children and young adults unquestionably possess First Amendment rights, including the right to receive information through the library in print, sound, images, data, social media, online applications, games, technologies, programming, and other formats.¹ Constitutionally protected speech cannot be suppressed solely to protect children or young adults from ideas or images a legislative body believes to be unsuitable for them.² Libraries and their library governing bodies should not resort to age restrictions in an effort to avoid actual or anticipated objections, because only a court of law can determine whether or not content is constitutionally protected.

¹ *Brown v. Entertainment Merchant's Association, et al.* 564 U.S. 08-1448 (2011).

² *Erznoznik v. City of Jacksonville*, 422 U.S. 205 (1975): "Speech that is neither obscene as to youths nor subject to some other legitimate proscription cannot be suppressed solely to protect the young from ideas or images that a legislative body thinks unsuitable for them. In most circumstances, the values protected by the First Amendment are no less applicable when government seeks to control the flow of information to minors." See also *Tinker v. Des Moines School Dist.*, 393 U.S. 503 (1969); *West Virginia Bd. of Ed. v. Barnette*, 319 U.S. 624 (1943); *AAMA v. Kendrick*, 244 F.3d 572 (7th Cir. 2001).

Article VII of the Library Bill of Rights states, “All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use.” This includes students and minors, who have a right to be free from any unreasonable intrusion into or surveillance of their lawful library use.³

The mission, goals, and objectives of libraries cannot authorize libraries and their governing bodies to assume, abrogate, or overrule the rights and responsibilities of parents and guardians. As “Libraries: An American Value” states, “We affirm the responsibility and the right of all parents and guardians to guide their own children’s use of the library and its resources and services.”⁴ Libraries and their governing bodies cannot assume the role of parents or the functions of parental authority in the private relationship between parent and child. Libraries and their governing bodies shall ensure that only parents and guardians have the right and the responsibility to determine their children’s—and only their children’s—access to library resources. Parents and guardians who do not want their children to have access to specific library services, materials, or facilities should so advise their own children. Libraries and library governing bodies should not use rating systems to inhibit a minor’s access to materials.⁵

Libraries and their governing bodies have a legal and professional obligation to ensure that all members of the communities they serve have free and equitable access to a diverse range of library resources and services that is inclusive, regardless of content, approach, or format. This principle of library service applies equally to all users, minors as well as adults. Lack of access to information can be harmful to minors. Libraries and their governing bodies must uphold this principle in order to provide adequate and effective service to minors.

3 *“Privacy: An Interpretation of the Library Bill of Rights,”* adopted June 19, 2002, by the ALA Council; amended July 1, 2014; and June 24, 2019.

4 *“Libraries: An American Value,”* adopted on February 3, 1999, by ALA Council.

5 *“Rating Systems: An Interpretation of the Library Bill of Rights,”* adopted on June 30, 2015, by ALA Council; amended June 25, 2019.

Adopted June 30, 1972, by the ALA Council; amended July 1, 1981; July 3, 1991; June 30, 2004; July 2, 2008 under previous name “Free Access to Libraries for Minors”; July 1, 2014; and June 25, 2019.

Freedom to View Statement

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.
2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.
3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.
4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.
5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989.

Endorsed January 10, 1990, by the ALA Council

RESOLUTION NO. 11 FOR 2021

A RESOLUTION ADOPTING THE 2021 SWEET HOME PUBLIC LIBRARY POLICY MANUAL.

Whereas, the Sweet Home Public Library provides a vital service to the residents and community of Sweet Home; and,

Whereas, SHMC 2.12.040(B) empowers the Library Board to make recommendations to the City Council about rules and policies for the efficient and effective operation of the library, its services and programs; and,

Whereas, the Library Advisory Board has worked with the Librarian, State Library, and other city staff over the past several months to develop an updated policy manual; and

Whereas, The Library Advisory Board did pass, by a unanimous vote at their regular meeting on March 11, 2021, a motion advising the City Council to adopt the presented 2021 Sweet Home Public Library Policy Manual.

NOW, THEREFORE, the City Council hereby adopts the 2021 Sweet Home Public Library Policy Manual as presented to replace the 1993 Sweet Home Library Policy Manual.

Effective Date: This Resolution shall be effective April 22, 2021.

PASSED by the Council and approved by the Mayor, this 23rd day of March 2021.

Mayor, Greg Mahler

ATTEST:

City Manager – Ex Officio City Recorder
Ray Towry



City of Sweet Home
3225 Main Street
Sweet Home, OR 97386
541-367-5128
Fax 541-367-1215
www.sweethomeor.gov

Finance Department

To: City Council
Ray Towry, City Manager

From: Brandon Neish, Finance Director

Subject: Finance Department Monthly Report – February 2021

The Finance Department is responsible for the for the fiscal management of the City of Sweet Home. This includes accounts payable, payroll, general accounting, preparing the annual budget and the city's annual audit. This department also administers the city's assessment docket, coordinates employee's benefits and maintains financial records relating to grants and contracts. The following information represents the department's activities during the month of **February 2021**.

	February 2021	January 2020	YTD	February 2020	Prior Five- Year Average
<u>Accounts Payable</u>					
Chks printed	106	110	1,105	249	488
Exp. Total	\$478,841.69	\$512,370.96	\$5,798,484.47	\$876,946.88	\$545,949.80
<u>Passports</u>					
Processed	23	39	104	57	N/A
Photos taken	23	26	83	53	N/A
<u>Lien Searches</u>					
	46	50	460	45	48

	February 2021	January 2020	YTD	February 2020	Prior Five- Year Average
Utility Billing					
Service requests	154	141	1,483	140	N/A
New accounts	15	15	114	10	N/A
Net account changes	+/- 0	+7	+17	+10	N/A
Statements processed	3,212	3,218	25,881	2,254	N/A
Past-due notices sent	998	778	7,768	986	N/A
Accounts scheduled for turn-off	45	46	664	41	N/A

Below is a list of the checks that were equal to or exceeded \$5,000 and their purpose (if not clear on check listing).

<u>Check No.</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>
92152	West Yost & Associates, Inc.	Engineering work for WTP and general WW support	\$5,057.79	Water Dep (503) & Sewer Dep (553)
92165	Ferguson Enterprises, LLC	Materials for 9 th Ave. main & stormwater catch basin	\$13,289.85	Water & Storm
92182	Staples, Inc.	Laptops (\$14k – COVID funds)	\$15,632.46	General Fund
92191	Keller Associates, Inc.	WWTP Value Engineering	\$17,130.00	Sewer Dep (553)

Bank Reconciliation

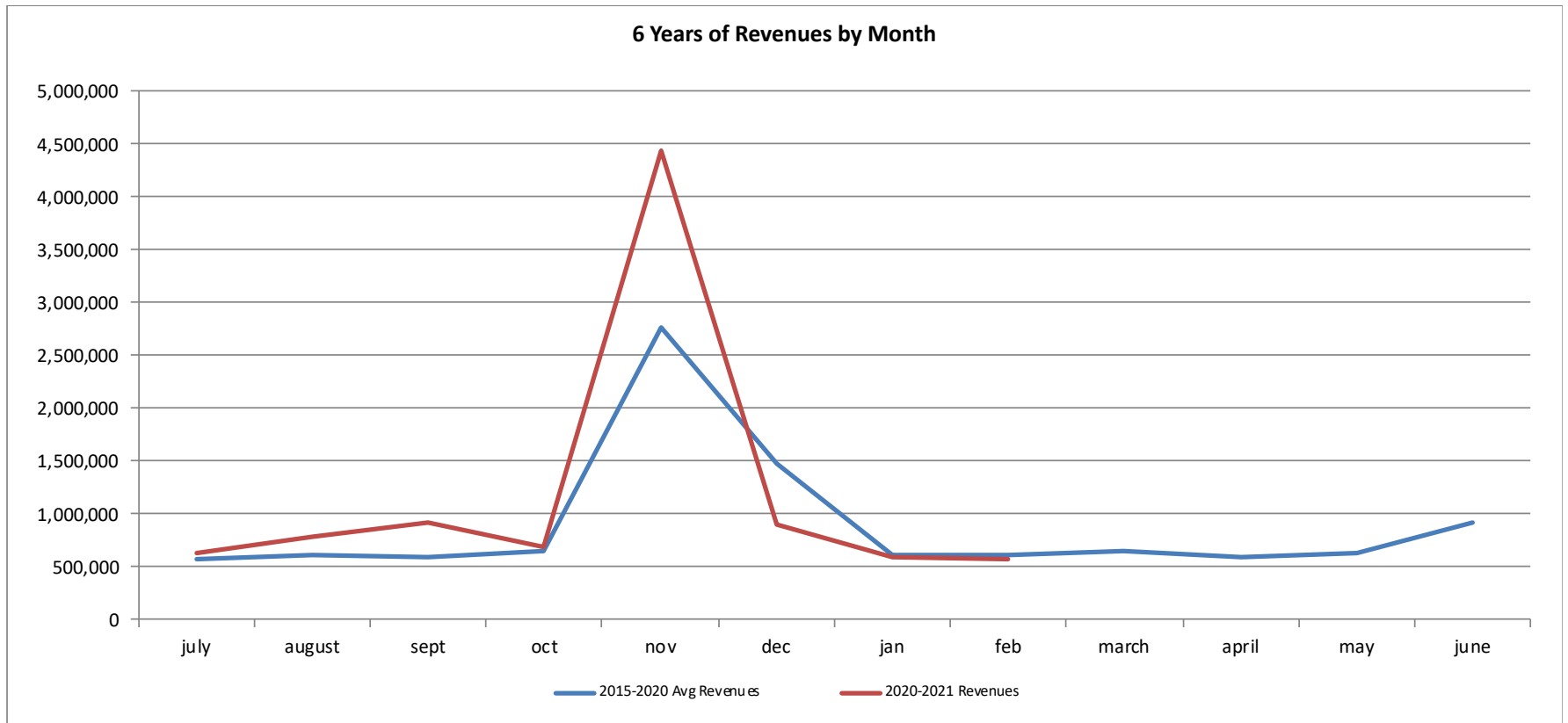
Checks by Date

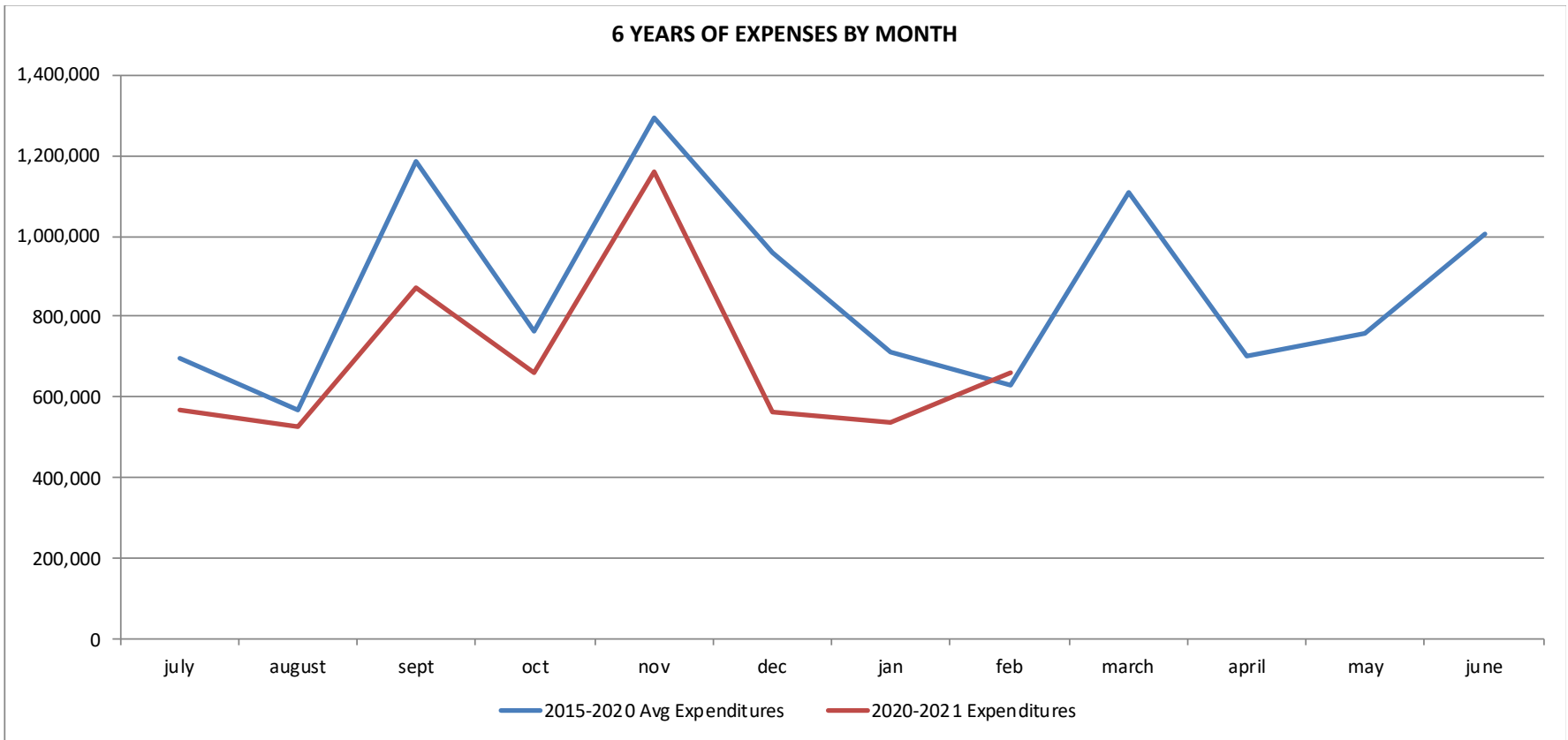
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 Printed: 03/17/2021 - 9:09PM
 Cleared and Not Cleared Checks



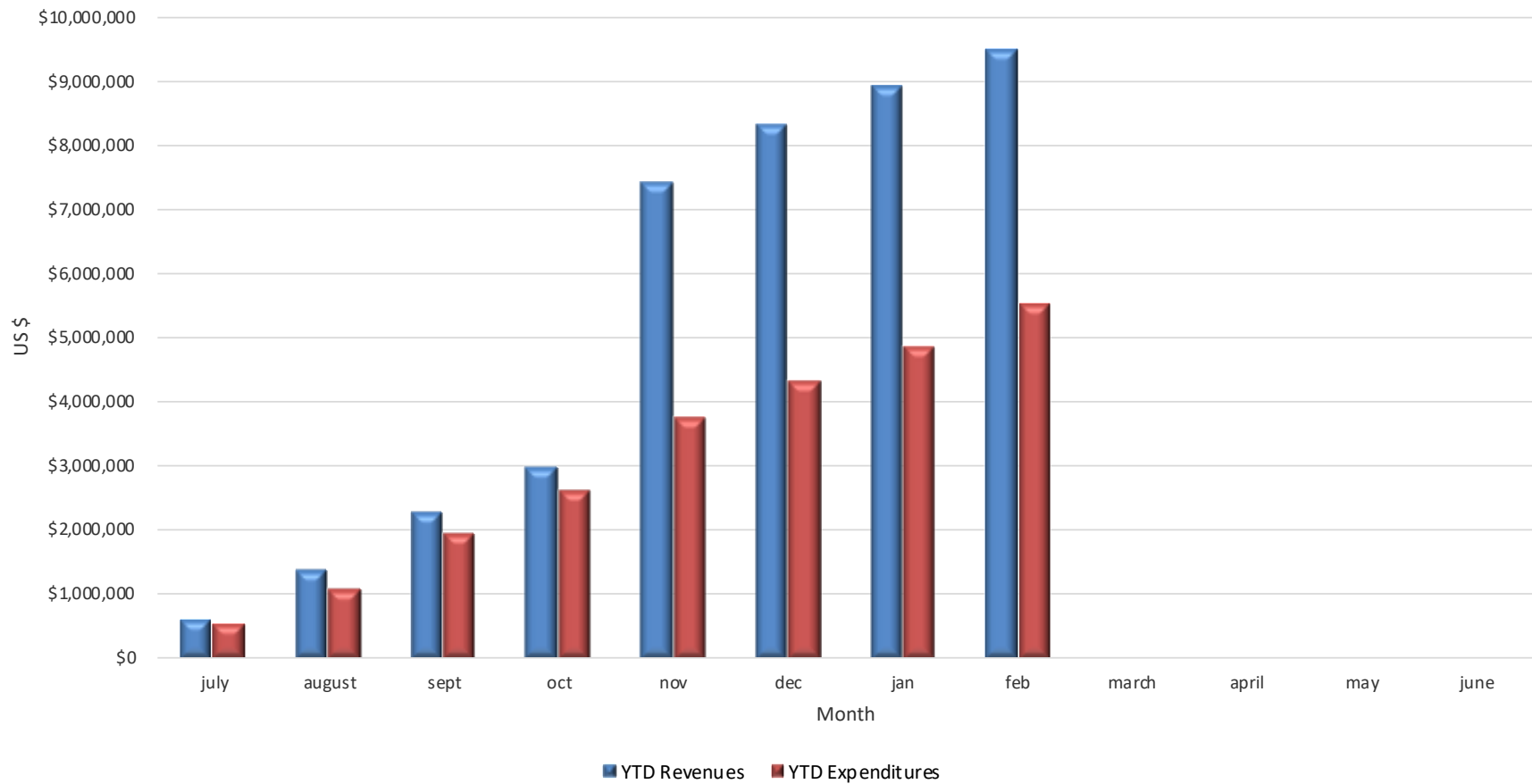
Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	2/4/2021	CENTURYLINK - Bus		AP		2,804.78
92110	2/4/2021	911 SUPPLY		AP		90.99
92111	2/4/2021	ALSCO		AP		245.40
92112	2/4/2021	Amazon Capital Services, Inc.		AP		1,602.14
92113	2/4/2021	Amazon Capital Services, Inc.		AP		544.05
92114	2/4/2021	Amazon Capital Services, Inc.		AP		406.37
92115	2/4/2021	DOUGLAS ASTER		AP		55.67
92116	2/4/2021	CH2M OMI, Inc.		AP		88,439.17
92117	2/4/2021	CIRCLE K STORE INC #2701359		AP		4.98
92118	2/4/2021	COMCAST		AP		93.10
92119	2/4/2021	COMCAST		AP		149.85
92120	2/4/2021	COMCAST BUSINESS		AP		3,019.00
92121	2/4/2021	Correct Equipment, Inc.		AP		1,859.20
92122	2/4/2021	Ryan Cummings		AP		199.99
92123	2/4/2021	DMV - Driver and Motor Vehicle Service		AP		3.00
92124	2/4/2021	FASTENAL COMPANY		AP		155.35
92125	2/4/2021	GATEWAY IMPRINTS, INC.		AP		120.00
92126	2/4/2021	HOME DEPOT CREDIT SERVICES		AP		307.47
92127	2/4/2021	HOY'S TRUE VALUE		AP		245.00
92128	2/4/2021	Innovyze, Inc.		AP		1,839.00
92129	2/4/2021	KIP AMERICA, Inc.		AP		240.00
92130	2/4/2021	TRAVIS LANZ		AP		23.71
92131	2/4/2021	LEAGUE OF OREGON CITIES		AP		786.00
92132	2/4/2021	LINN COUNTY CLERK		AP		1,640.98
92133	2/4/2021	ASHLEY LOWMAN		AP		19.58
92134	2/4/2021	CHAYHOWA MCELHINNY		AP		35.00
92135	2/4/2021	METEREADERS, LLC		AP		1,935.05
92136	2/4/2021	Donna Miller		AP		54.00
92137	2/4/2021	MOONLIGHT BPO, INC.		AP		540.60
92138	2/4/2021	MURRAYSMITH, INC.		AP		10,998.15
92139	2/4/2021	Northwest Natural		AP		3,406.62
92140	2/4/2021	OREGON ASSOC. OF CLEAN WATER		AP		770.00
92141	2/4/2021	PACIFIC POWER		AP		17,729.29
92142	2/4/2021	PETROCARD		AP		1,737.47
92143	2/4/2021	Pointe Pest Control-OR, LLC		AP		255.00
92144	2/4/2021	SBRK Finance Holdings, Inc.		AP		1,822.00
92145	2/4/2021	Scottmiriam, Inc.		AP		219.00
92146	2/4/2021	JON SUGDEN		AP		61.69
92147	2/4/2021	SUNSHINE INDUSTRIES UNLIMITED		AP		904.60
92148	2/4/2021	Sweet Home Veterinary Hospital		AP		35.00
92149	2/4/2021	Judith Darlene Taylor		AP		64.00
92150	2/4/2021	TRAFFIC SAFETY SUPPLY CO., INC		AP		625.89
92151	2/4/2021	WELLS FARGO FINANCIAL LEASING		AP		1,020.83
92152	2/4/2021	West Yost & Associates, Inc.		AP		5,057.79
0	2/11/2021	CENTURYLINK		AP		39.99
0	2/11/2021	Vantagepoint Trf. Agents 705507		AP		508.33

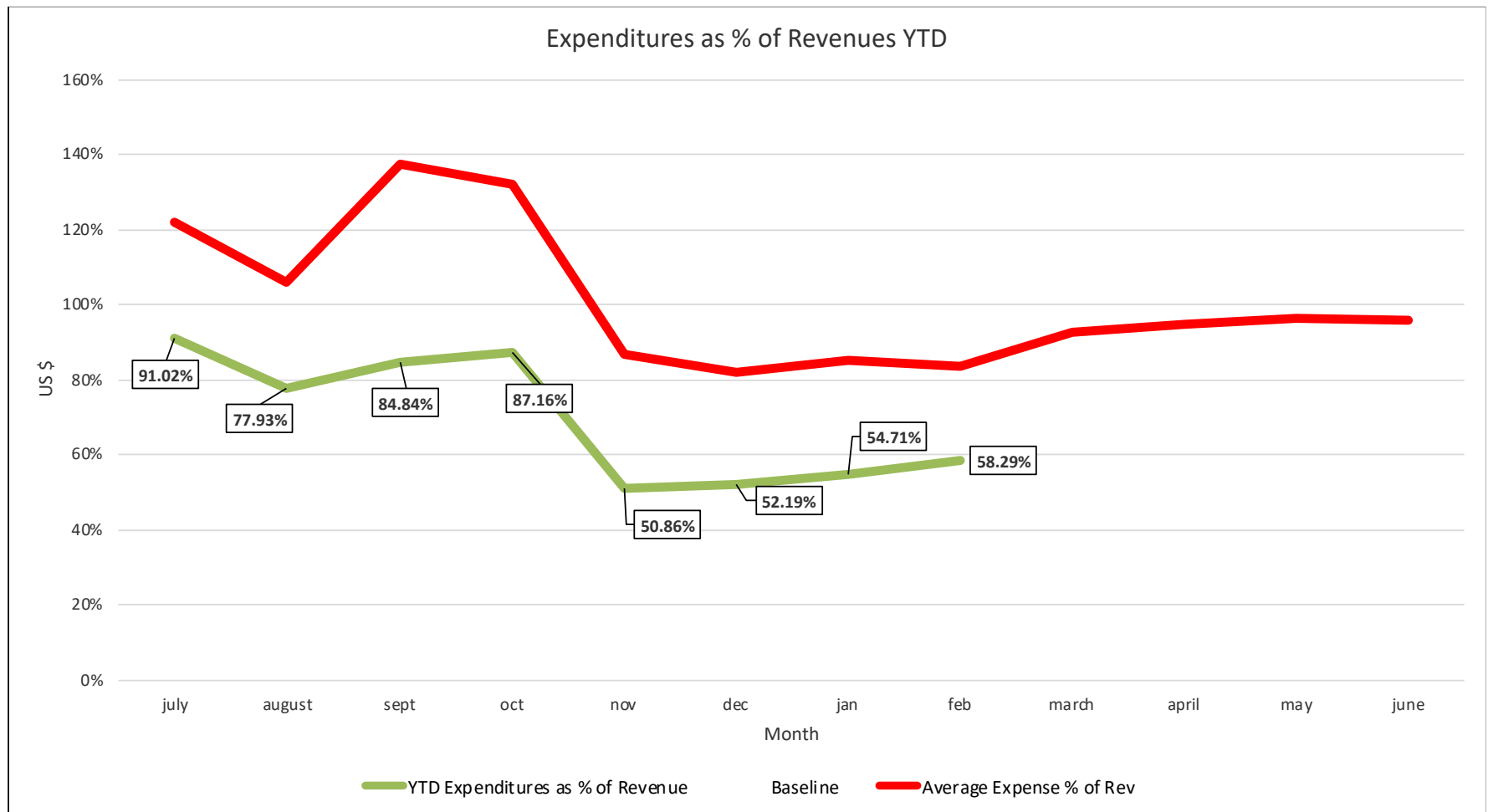
Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	2/11/2021	CHILD SUPPORT ACCOUNTING UN		AP		601.00
0	2/11/2021	FICA PAYROLL TAXES		AP		36,061.04
0	2/11/2021	NATIONWIDE-PAYROLL DEDUCTIO		AP		950.00
0	2/11/2021	SWEET HOME COMMUNITY FOUN		AP		149.13
0	2/11/2021	ASI-PAYROLL DEDUCTIONS		AP		372.75
0	2/11/2021	FEDERAL PAYROLL TAXES		AP		27,092.39
0	2/11/2021	Vantagepoint Trf. Agents 108524/10904		AP		29,497.28
0	2/11/2021	MEDICARE		AP		8,588.02
0	2/11/2021	SWEET HOME POLICE EMPLOYEE!		AP		1,250.00
0	2/11/2021	PERS		AP		13,093.85
0	2/11/2021	HSA - PAYROLL DEDUCTIONS		AP		21,377.00
0	2/11/2021	EBS TRUST		AP		83,373.19
0	2/11/2021	OREGON PAYROLL TAXES		AP		19,114.82
0	2/11/2021	Vantagepoint Trf. Agents 300619		AP		2,720.00
0	2/11/2021	AFLAC		AP		661.02
92153	2/11/2021	OREGON AFSCME COUNCIL 75		AP		778.83
92154	2/11/2021	PenServ Plan Services, Inc.		AP		250.00
92155	2/11/2021	STEELHEAD STRENGTH & FITNES		AP		553.80
92156	2/11/2021	SYNCB/AMAZON		AP		6.99
92157	2/11/2021	ALSCO		AP		44.77
92158	2/11/2021	American Legal Publishing Corporation		AP		438.90
92159	2/11/2021	COMCAST		AP		88.40
92160	2/11/2021	Ben-Ko-Matic Co., Inc.		AP		774.80
92161	2/11/2021	BI-MART CORPORATION		AP		22.92
92162	2/11/2021	BUCK'S SANITARY SERVICE, INC.		AP		145.00
92163	2/11/2021	FASTENAL COMPANY		AP		125.49
92164	2/11/2021	JOHN DEERE FINANCIAL		AP		175.99
92165	2/11/2021	Ferguson Enterprises, LLC #3011		AP		13,289.85
92166	2/11/2021	W. W. Grainger, Inc.		AP		89.08
92167	2/11/2021	Grove, Mueller & Swank, P.C., Inc.		AP		10,000.00
92168	2/11/2021	HOY'S TRUE VALUE		AP		702.47
92169	2/11/2021	MOLLY LAYCOCK		AP		110.00
92170	2/11/2021	MOONLIGHT BPO, INC.		AP		2,626.86
92171	2/11/2021	NATIONAL PHOTOCOPY CORPORA		AP		77.30
92172	2/11/2021	NET ASSETS		AP		400.00
92173	2/11/2021	NORTHWEST SIGN RECYCLING		AP		120.75
92174	2/11/2021	Northwest Natural		AP		108.07
92175	2/11/2021	OREGON ASSOC. CHIEFS OF POLIC		AP		150.00
92176	2/11/2021	O & M TIRE SHOP, INC.		AP		1,224.00
92177	2/11/2021	OFFICE DEPOT		AP		7.25
92178	2/11/2021	O'REILLY AUTOMOTIVE, INC.		AP		43.38
92179	2/11/2021	PETROCARD		AP		1,430.15
92180	2/11/2021	SWEET HOME CHAMBER OF COMI		AP		800.00
92181	2/11/2021	SOUTH FORK TRADING CO., INC.		AP		12.00
92182	2/11/2021	Staples, Inc.		AP		15,632.46
92183	2/11/2021	TWGW, INC. NAPA AUTO PARTS		AP		340.24
92184	2/11/2021	Thyssenkrupp Elevator Corporation		AP		92.95
92185	2/11/2021	WALKER HEATING & AC, INC.		AP		1,225.00
92186	2/11/2021	WILDISH SAND & GRAVEL CO.		AP		204.93
92187	2/11/2021	Sunset Electric, Inc.		AP		45.00
92188	2/11/2021	Pro-Vision, Inc.		AP		3,191.19
92189	2/11/2021	AT&T Mobility/First Net		AP		2,186.16
92190	2/11/2021	SBRK Finance Holdings, Inc.		AP		1,400.00
92191	2/11/2021	Keller Associates, Inc.		AP		17,130.00
92192	2/11/2021	Amazon Capital Services, Inc.		AP		533.26
92193	2/11/2021	Canon Financial Services, Inc.		AP		417.01





Current Year Revenue & Expenditure Comparrison





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

	This Month	Last Month	Last Year	Year to Date	
	2/28/2021	1/31/2021	2/29/2020	2/28/2021	5 Year
Call Volume	642	663	678	2020-01305	638
CAD Calls	1266	1350	1339	2617	1287
ONIBR Person Crimes	13	20	8	33	12
ONIBR Person Crimes Cleared	10	14	7	24	8
ONIBR Property Crimes	44	26	39	70	46
ONIBR Property Crimes Cleared	16	5	14	21	16

Trends:

Earlier this month the Public Works Department received the permits associated with the Radar Traffic signs for various locations along Main Street and Highway 228. The signs, which are somewhat mobile, should be up and installed soon. This will allow us to start gathering data related to the traffic in our downtown corridor and further east on Main Street. The intent is to use this data and assign patrol units in those areas with the most efficient use of our resources. On a similar topic, our Radar Trailer has been refurbished and repaired by the PW Mechanic and is now being deployed to areas in the Avenue and off of Main Street where we are receiving traffic complaints. One such area is 1st Avenue. We have been assigning vehicles in that area in an attempt to deter speeding.

Our community's response to homelessness remains a key focus of the Police Department. As of the middle of February 2021, there are between 12 to 14 persons staying on the property at the Nazarene Church. The Family Assistance Resource Center Group continues to accept a larger role in the management of the camp that is at the Church. It has provided more support. A significant amount of effort has recently gone into organizing and cleaning the area. A lot of appreciation should go out to the members of the Nazarene Church, the Family Assistance Resource Center Group, and the community volunteers that made this happen.

The end of March is fast approaching and with it, the end of the emergency shelter opportunity that has been hosted by the Nazarene Church. The homeless "sub-committee" that is working towards possible action items and the next steps that will be needed beginning in April when the Nazarene Church site is no longer operating in its current capacity. The group remains active in developing a comprehensive plan to respond to homelessness in our community. Based on the scale of the task of this committee, I do not believe that any site options to potentially replace the existing emergency shelter will be selected and ready. My hope is that soon, we will be able to present a framework of our discussions to the Council and the Community for their input and be able to move forward later in the spring.

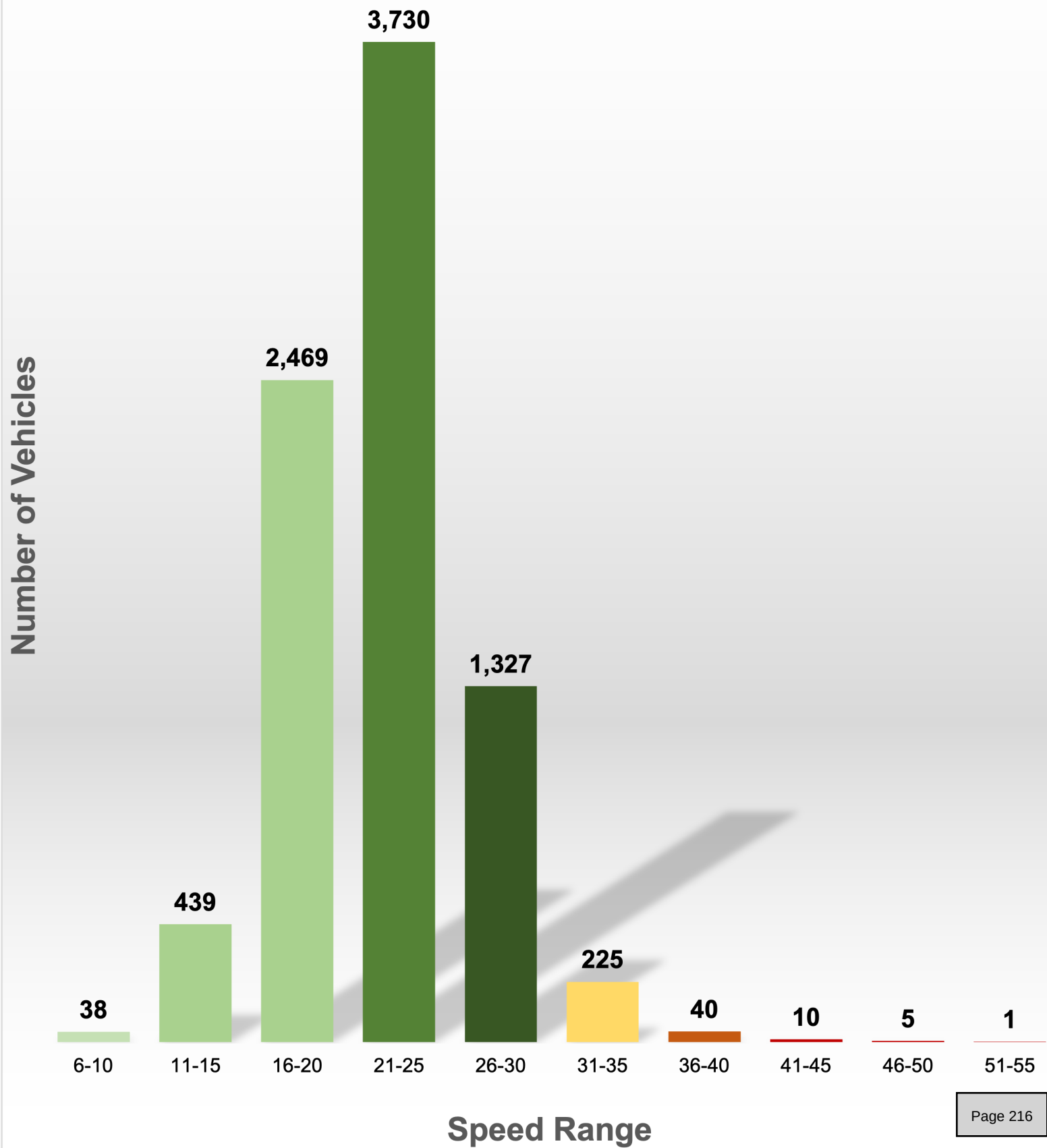
Person Crimes are defined as:

	<u>Feb-21</u>	<u>Feb-20</u>
Assault(All)	2	0
Child Neglect	0	0
Criminal Homicide	0	0
Elder Abuse	0	0
Forcible Rape	0	1
Harassment	7	4
Menacing	0	1
Other Sex Offense	2	2
Person All Other	0	0
Strangulation	0	0
Violation Court Stalking Order	0	0
Violation Restraining Order	2	0
	13	8

Property Crimes are defined as:

	<u>Feb-21</u>	<u>Feb-20</u>
Arson	0	0
Burglary	2	2
Criminal Mischief	11	11
Forgery	0	0
Fraud	2	3
Motor Vehicle Theft	2	0
Reckless Burning	2	0
Recovered Stolen	0	0
Robbery	0	0
Theft	25	23
	44	39

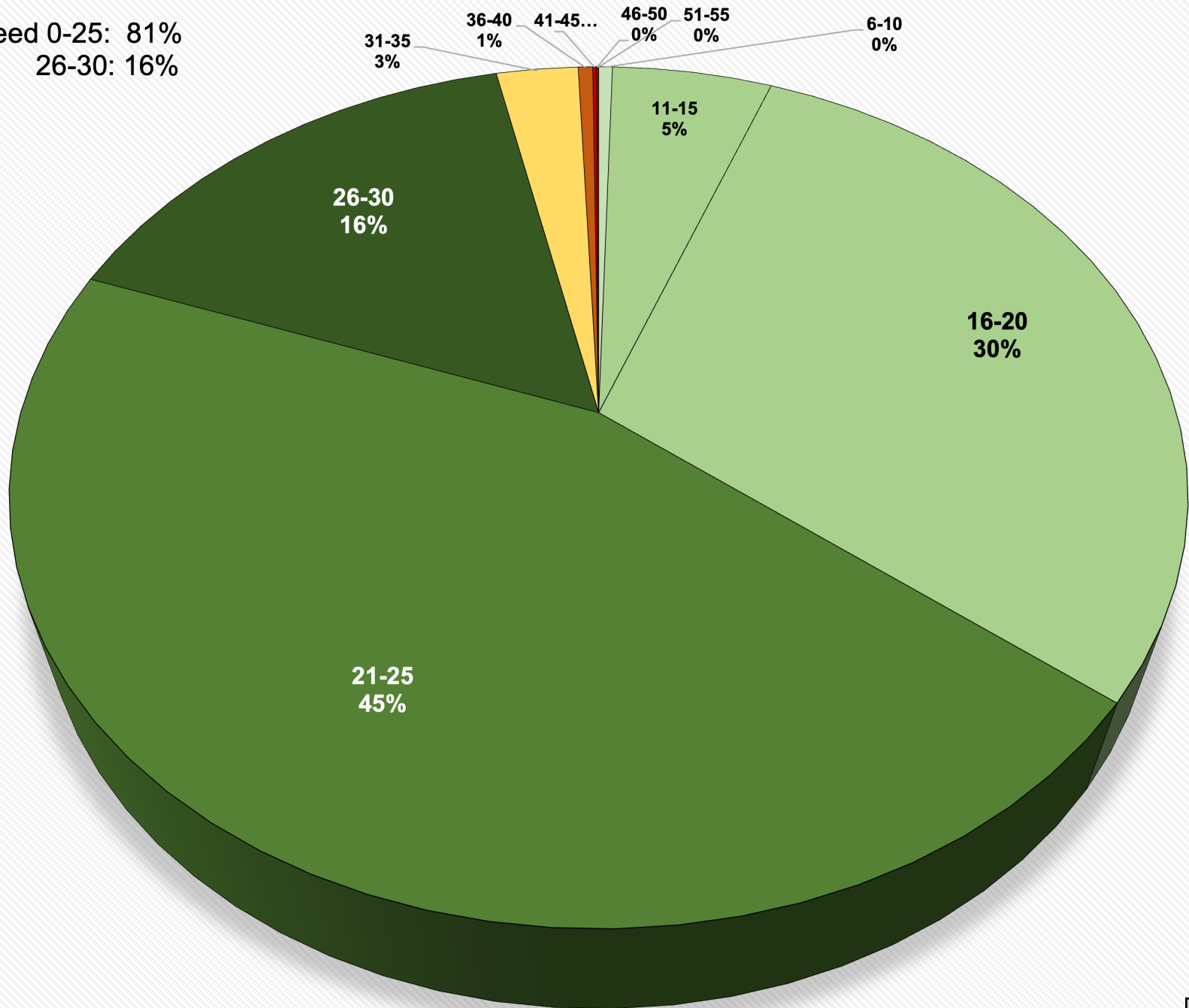
1st Avenue Radar Data
02/17/2021 - 02/21/2021
Speed Limit 25



Percentage of Total Vehicles in Speed Ranges

Total Vehicles: 8,284

Speed 0-25: 81%
26-30: 16%



6-10 11-15 16-20 21-25 26-30 31-35 36-40 41-45 46-50 51-55

1st Ave: Time of Day

Date	Time	Total	31_35	36_40	40_45	46_50	51_55
02/20/21	12:00 AM	1	1	0	0	0	0
02/20/21	12:05 AM	1	1	0	0	0	0
02/19/21	12:15 AM	1	0	1	0	0	0
02/18/21	12:25 AM	2	2	0	0	0	0
02/21/21	12:25 AM	2	1	0	1	0	0
02/19/21	1:15 AM	1	1	0	0	0	0
02/18/21	1:15 AM	2	1	0	0	1	0
02/20/21	1:35 AM	1	1	0	0	0	0
02/18/21	1:40 AM	1	0	1	0	0	0
02/18/21	1:50 AM	1	1	0	0	0	0
02/20/21	2:25 AM	1	1	0	0	0	0
02/21/21	3:10 AM	1	1	0	0	0	0
02/21/21	3:15 AM	1	1	0	0	0	0
02/20/21	3:20 AM	1	1	0	0	0	0
02/20/21	4:05 AM	1	1	0	0	0	0
02/18/21	4:10 AM	1	1	0	0	0	0
02/20/21	4:15 AM	1	0	1	0	0	0
02/20/21	4:50 AM	1	1	0	0	0	0
02/20/21	5:10 AM	1	1	0	0	0	0
02/21/21	6:35 AM	1	1	0	0	0	0
02/18/21	6:55 AM	1	1	0	0	0	0
02/19/21	7:05 AM	1	1	0	0	0	0
02/18/21	7:55 AM	1	1	0	0	0	0
02/18/21	8:05 AM	1	0	1	0	0	0
02/19/21	8:10 AM	2	0	2	0	0	0
02/18/21	8:15 AM	1	1	0	0	0	0
02/18/21	8:25 AM	1	1	0	0	0	0
02/19/21	8:30 AM	2	2	0	0	0	0
02/18/21	8:40 AM	2	1	1	0	0	0
02/19/21	9:15 AM	1	1	0	0	0	0
02/18/21	9:20 AM	2	2	0	0	0	0
02/18/21	9:35 AM	2	1	1	0	0	0
02/19/21	10:00 AM	1	1	0	0	0	0
02/18/21	10:15 AM	1	0	1	0	0	0
02/19/21	10:15 AM	1	0	0	1	0	0
02/19/21	10:20 AM	1	0	1	0	0	0
02/18/21	10:25 AM	1	1	0	0	0	0
02/18/21	10:30 AM	1	0	0	0	1	0
02/20/21	10:30 AM	1	0	0	1	0	0
02/18/21	10:40 AM	1	1	0	0	0	0
02/19/21	10:45 AM	1	1	0	0	0	0
02/19/21	10:50 AM	2	2	0	0	0	0
02/18/21	10:55 AM	1	0	1	0	0	0
02/21/21	10:55 AM	1	0	1	0	0	0
02/19/21	10:55 AM	3	3	0	0	0	0
02/19/21	11:05 AM	2	0	0	0	1	1
02/21/21	11:15 AM	1	1	0	0	0	0
02/19/21	11:25 AM	4	2	2	0	0	0
02/19/21	11:30 AM	1	1	0	0	0	0

1st Ave: Time of Day

Date	Time	Total	31_35	36_40	40_45	46_50	51_55
02/19/21	11:35 AM	1	1	0	0	0	0
02/18/21	11:40 AM	2	1	1	0	0	0
02/18/21	11:45 AM	2	1	1	0	0	0
02/18/21	11:55 AM	1	1	0	0	0	0
02/19/21	11:55 AM	1	1	0	0	0	0
02/20/21	12:00 PM	1	1	0	0	0	0
02/21/21	12:00 PM	2	1	1	0	0	0
02/19/21	12:10 PM	1	1	0	0	0	0
02/21/21	12:15 PM	1	1	0	0	0	0
02/20/21	12:20 PM	1	1	0	0	0	0
02/21/21	12:20 PM	1	1	0	0	0	0
02/19/21	12:35 PM	1	0	1	0	0	0
02/18/21	12:40 PM	1	0	1	0	0	0
02/18/21	12:45 PM	1	0	0	1	0	0
02/20/21	12:55 PM	1	0	1	0	0	0
02/19/21	1:00 PM	1	0	1	0	0	0
02/20/21	1:15 PM	1	1	0	0	0	0
02/18/21	1:20 PM	3	2	1	0	0	0
02/21/21	1:20 PM	3	3	0	0	0	0
02/21/21	1:30 PM	1	0	1	0	0	0
02/20/21	1:35 PM	1	1	0	0	0	0
02/19/21	1:35 PM	2	2	0	0	0	0
02/19/21	1:40 PM	1	0	0	1	0	0
02/19/21	1:45 PM	1	0	1	0	0	0
02/20/21	1:50 PM	2	2	0	0	0	0
02/21/21	1:50 PM	2	2	0	0	0	0
02/20/21	2:00 PM	1	1	0	0	0	0
02/21/21	2:00 PM	1	1	0	0	0	0
02/19/21	2:05 PM	1	1	0	0	0	0
02/20/21	2:15 PM	1	1	0	0	0	0
02/18/21	2:25 PM	1	1	0	0	0	0
02/20/21	2:25 PM	1	1	0	0	0	0
02/20/21	2:35 PM	1	1	0	0	0	0
02/20/21	2:40 PM	1	1	0	0	0	0
02/19/21	2:40 PM	2	2	0	0	0	0
02/19/21	2:50 PM	1	1	0	0	0	0
02/18/21	2:55 PM	1	1	0	0	0	0
02/19/21	3:00 PM	1	1	0	0	0	0
02/19/21	3:05 PM	4	4	0	0	0	0
02/19/21	3:15 PM	1	1	0	0	0	0
02/20/21	3:20 PM	3	3	0	0	0	0
02/20/21	3:30 PM	1	1	0	0	0	0
02/21/21	3:35 PM	1	0	1	0	0	0
02/20/21	3:35 PM	2	2	0	0	0	0
02/19/21	3:40 PM	1	1	0	0	0	0
02/21/21	3:40 PM	1	1	0	0	0	0
02/20/21	3:40 PM	3	3	0	0	0	0
02/18/21	3:45 PM	1	1	0	0	0	0
02/20/21	3:45 PM	1	1	0	0	0	0

1st Ave: Time of Day

Date	Time	Total	31 35	36 40	40 45	46 50	51 55
02/19/21	3:45 PM	2	2	0	0	0	0
02/18/21	3:50 PM	1	1	0	0	0	0
02/20/21	3:50 PM	1	1	0	0	0	0
02/19/21	3:50 PM	3	3	0	0	0	0
02/19/21	3:55 PM	1	1	0	0	0	0
02/20/21	3:55 PM	1	0	1	0	0	0
02/18/21	4:00 PM	1	1	0	0	0	0
02/19/21	4:00 PM	1	1	0	0	0	0
02/19/21	4:10 PM	2	2	0	0	0	0
02/20/21	4:15 PM	2	2	0	0	0	0
02/20/21	4:20 PM	1	1	0	0	0	0
02/20/21	4:30 PM	1	1	0	0	0	0
02/19/21	4:30 PM	3	3	0	0	0	0
02/19/21	4:35 PM	2	2	0	0	0	0
02/20/21	4:35 PM	3	3	0	0	0	0
02/20/21	4:40 PM	1	1	0	0	0	0
02/19/21	4:40 PM	2	2	0	0	0	0
02/20/21	4:45 PM	1	1	0	0	0	0
02/20/21	4:50 PM	1	0	1	0	0	0
02/21/21	4:50 PM	1	1	0	0	0	0
02/19/21	4:55 PM	1	1	0	0	0	0
02/21/21	4:55 PM	1	1	0	0	0	0
02/20/21	5:00 PM	1	0	1	0	0	0
02/21/21	5:05 PM	1	1	0	0	0	0
02/18/21	5:05 PM	3	2	1	0	0	0
02/21/21	5:10 PM	1	1	0	0	0	0
02/20/21	5:15 PM	1	1	0	0	0	0
02/19/21	5:20 PM	2	1	1	0	0	0
02/20/21	5:25 PM	3	0	1	1	1	0
02/19/21	5:30 PM	1	1	0	0	0	0
02/20/21	5:35 PM	1	1	0	0	0	0
02/21/21	5:35 PM	1	1	0	0	0	0
02/21/21	5:45 PM	1	1	0	0	0	0
02/19/21	5:45 PM	4	4	0	0	0	0
02/20/21	5:50 PM	1	1	0	0	0	0
02/21/21	5:50 PM	1	0	0	1	0	0
02/21/21	5:55 PM	1	1	0	0	0	0
02/18/21	6:05 PM	1	1	0	0	0	0
02/20/21	6:10 PM	1	1	0	0	0	0
02/21/21	6:10 PM	3	3	0	0	0	0
02/20/21	6:25 PM	1	0	0	1	0	0
02/21/21	6:25 PM	4	4	0	0	0	0
02/19/21	6:30 PM	1	0	0	0	1	0
02/18/21	6:40 PM	1	1	0	0	0	0
02/21/21	6:50 PM	2	2	0	0	0	0
02/18/21	7:00 PM	1	1	0	0	0	0
02/21/21	7:05 PM	3	1	2	0	0	0
02/21/21	7:10 PM	1	1	0	0	0	0
02/20/21	7:15 PM	1	1	0	0	0	0

1st Ave: Time of Day

Date	Time	Total	31_35	36_40	40_45	46_50	51_55
02/20/21	7:20 PM	1	0	1	0	0	0
02/21/21	7:20 PM	1	1	0	0	0	0
02/21/21	7:35 PM	1	1	0	0	0	0
02/20/21	7:35 PM	2	2	0	0	0	0
02/20/21	7:40 PM	1	1	0	0	0	0
02/21/21	7:45 PM	1	1	0	0	0	0
02/18/21	7:50 PM	1	1	0	0	0	0
02/18/21	7:55 PM	2	2	0	0	0	0
02/18/21	8:00 PM	1	1	0	0	0	0
02/19/21	8:00 PM	1	0	1	0	0	0
02/17/21	8:00 PM	2	2	0	0	0	0
02/20/21	8:00 PM	2	2	0	0	0	0
02/17/21	8:05 PM	1	1	0	0	0	0
02/19/21	8:10 PM	1	1	0	0	0	0
02/21/21	8:10 PM	1	1	0	0	0	0
02/20/21	8:15 PM	1	1	0	0	0	0
02/17/21	8:25 PM	2	2	0	0	0	0
02/18/21	8:30 PM	1	0	1	0	0	0
02/17/21	8:30 PM	2	2	0	0	0	0
02/18/21	8:35 PM	2	2	0	0	0	0
02/18/21	8:40 PM	1	1	0	0	0	0
02/19/21	8:40 PM	1	1	0	0	0	0
02/18/21	8:45 PM	1	1	0	0	0	0
02/19/21	8:45 PM	1	1	0	0	0	0
02/20/21	8:45 PM	1	1	0	0	0	0
02/20/21	8:50 PM	2	2	0	0	0	0
02/19/21	8:55 PM	1	1	0	0	0	0
02/17/21	9:00 PM	1	0	1	0	0	0
02/18/21	9:00 PM	2	2	0	0	0	0
02/20/21	9:00 PM	2	2	0	0	0	0
02/19/21	9:05 PM	1	1	0	0	0	0
02/19/21	9:10 PM	1	1	0	0	0	0
02/19/21	9:15 PM	1	0	1	0	0	0
02/18/21	9:30 PM	1	1	0	0	0	0
02/19/21	9:30 PM	1	1	0	0	0	0
02/17/21	9:30 PM	2	2	0	0	0	0
02/18/21	9:35 PM	1	1	0	0	0	0
02/19/21	9:35 PM	2	2	0	0	0	0
02/18/21	9:45 PM	1	0	1	0	0	0
02/20/21	9:45 PM	1	1	0	0	0	0
02/18/21	9:50 PM	1	0	1	0	0	0
02/20/21	10:00 PM	1	1	0	0	0	0
02/19/21	10:15 PM	2	2	0	0	0	0
02/19/21	10:20 PM	1	1	0	0	0	0
02/18/21	10:25 PM	1	1	0	0	0	0
02/19/21	10:30 PM	1	1	0	0	0	0
02/18/21	10:35 PM	1	1	0	0	0	0
02/19/21	10:35 PM	1	1	0	0	0	0
02/18/21	10:40 PM	1	1	0	0	0	0

1st Ave: Time of Day

Date	Time	Total	31_35	36_40	40_45	46_50	51_55
02/19/21	10:40 PM	1	1	0	0	0	0
02/18/21	10:45 PM	1	1	0	0	0	0
02/19/21	10:50 PM	4	2	0	2	0	0
02/17/21	11:05 PM	1	1	0	0	0	0
02/20/21	11:10 PM	1	1	0	0	0	0
02/17/21	11:35 PM	1	1	0	0	0	0
02/20/21	11:40 PM	1	1	0	0	0	0
02/20/21	11:55 PM	1	1	0	0	0	0
		281	225	40	10	5	1

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/17/21	7:45 PM	7	0	0	0	3	3	1	0	0	0	0	0	20	28	24
02/17/21	7:50 PM	10	0	0	3	3	3	1	0	0	0	0	0	19	26	24
02/17/21	7:55 PM	18	0	0	3	2	12	1	0	0	0	0	0	22	28	25
02/17/21	8:00 PM	15	0	0	0	3	5	5	2	0	0	0	0	24	31	29
02/17/21	8:05 PM	29	0	0	1	5	14	8	1	0	0	0	0	23	33	28
02/17/21	8:10 PM	12	0	0	0	4	6	2	0	0	0	0	0	22	27	25
02/17/21	8:15 PM	23	0	0	0	9	10	4	0	0	0	0	0	21	26	25
02/17/21	8:20 PM	11	0	0	3	3	3	2	0	0	0	0	0	19	28	25
02/17/21	8:25 PM	19	0	0	0	5	9	3	2	0	0	0	0	23	33	29
02/17/21	8:30 PM	23	0	0	0	3	9	9	2	0	0	0	0	25	32	29
02/17/21	8:35 PM	17	0	0	0	5	10	2	0	0	0	0	0	22	28	25
02/17/21	8:40 PM	21	0	0	1	4	13	3	0	0	0	0	0	22	27	25
02/17/21	8:45 PM	25	0	1	1	10	10	3	0	0	0	0	0	20	28	25
02/17/21	8:50 PM	12	0	0	0	2	8	2	0	0	0	0	0	23	28	25
02/17/21	8:55 PM	15	0	0	2	2	9	2	0	0	0	0	0	22	28	25
02/17/21	9:00 PM	12	0	0	1	1	4	5	0	1	0	0	0	25	38	29
02/17/21	9:05 PM	19	0	0	0	2	7	10	0	0	0	0	0	25	29	29
02/17/21	9:10 PM	7	0	0	0	2	1	4	0	0	0	0	0	25	30	28
02/17/21	9:15 PM	31	0	0	3	6	16	6	0	0	0	0	0	22	28	26
02/17/21	9:20 PM	12	0	0	0	3	3	6	0	0	0	0	0	25	30	29
02/17/21	9:25 PM	15	0	0	0	7	7	1	0	0	0	0	0	20	27	24
02/17/21	9:30 PM	14	0	0	0	0	4	8	2	0	0	0	0	27	33	30
02/17/21	9:35 PM	12	0	0	1	2	6	3	0	0	0	0	0	23	27	27
02/17/21	9:40 PM	6	0	0	0	5	1	0	0	0	0	0	0	18	23	20
02/17/21	9:45 PM	19	0	0	2	4	4	9	0	0	0	0	0	24	30	29
02/17/21	9:50 PM	11	0	0	1	3	6	1	0	0	0	0	0	21	26	25
02/17/21	9:55 PM	11	0	0	2	1	2	6	0	0	0	0	0	25	28	29
02/17/21	10:00 PM	13	0	0	1	4	7	1	0	0	0	0	0	21	28	25
02/17/21	10:05 PM	15	0	0	0	6	8	1	0	0	0	0	0	21	27	24
02/17/21	10:10 PM	15	0	0	1	7	7	0	0	0	0	0	0	20	25	23
02/17/21	10:15 PM	10	0	0	0	1	8	1	0	0	0	0	0	23	27	25
02/17/21	10:20 PM	21	0	0	1	5	12	3	0	0	0	0	0	22	27	25
02/17/21	10:25 PM	6	0	0	1	4	1	0	0	0	0	0	0	18	23	20
02/17/21	10:30 PM	8	0	0	0	3	5	0	0	0	0	0	0	21	25	23
02/17/21	10:35 PM	10	0	0	0	3	6	1	0	0	0	0	0	22	26	25
02/17/21	10:40 PM	6	0	0	0	4	2	0	0	0	0	0	0	19	24	23

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/17/21	10:45 PM	6	0	0	0	1	3	2	0	0	0	0	0	24	27	28
02/17/21	10:50 PM	8	0	0	0	1	5	2	0	0	0	0	0	23	28	25
02/17/21	10:55 PM	2	0	0	1	0	1	0	0	0	0	0	0	20	22	20
02/17/21	11:00 PM	3	0	0	0	2	1	0	0	0	0	0	0	18	23	20
02/17/21	11:05 PM	6	0	0	0	0	2	3	1	0	0	0	0	27	32	30
02/17/21	11:10 PM	9	0	0	0	3	5	1	0	0	0	0	0	21	26	24
02/17/21	11:15 PM	12	0	0	0	5	7	0	0	0	0	0	0	21	25	24
02/17/21	11:20 PM	6	0	0	1	2	1	2	0	0	0	0	0	20	29	28
02/17/21	11:25 PM	4	0	0	0	0	4	0	0	0	0	0	0	23	25	24
02/17/21	11:30 PM	5	0	0	0	3	2	0	0	0	0	0	0	19	23	23
02/17/21	11:35 PM	14	0	0	2	7	2	2	1	0	0	0	0	19	31	25
02/17/21	11:40 PM	11	0	0	0	4	4	3	0	0	0	0	0	22	28	27
02/17/21	11:45 PM	8	0	0	1	2	3	2	0	0	0	0	0	22	29	25
02/17/21	11:50 PM	12	0	0	0	2	9	1	0	0	0	0	0	23	29	25
02/17/21	11:55 PM	5	0	0	0	2	2	1	0	0	0	0	0	20	30	25
02/18/21	12:00 AM	3	0	0	0	1	1	1	0	0	0	0	0	20	28	25
02/18/21	12:05 AM	5	0	0	0	1	4	0	0	0	0	0	0	22	24	24
02/18/21	12:15 AM	2	0	0	0	1	0	1	0	0	0	0	0	25	30	25
02/18/21	12:20 AM	4	0	0	0	2	0	2	0	0	0	0	0	25	26	28
02/18/21	12:25 AM	4	0	0	0	0	2	0	2	0	0	0	0	30	33	33
02/18/21	12:30 AM	5	0	0	0	2	1	2	0	0	0	0	0	20	27	28
02/18/21	12:35 AM	15	0	0	0	6	6	3	0	0	0	0	0	21	27	25
02/18/21	12:40 AM	3	0	0	0	1	1	1	0	0	0	0	0	20	27	25
02/18/21	12:45 AM	3	0	0	0	1	1	1	0	0	0	0	0	20	27	25
02/18/21	12:50 AM	3	0	0	0	3	0	0	0	0	0	0	0	17	19	19
02/18/21	12:55 AM	6	0	0	0	2	3	1	0	0	0	0	0	22	27	25
02/18/21	1:00 AM	6	0	1	1	1	3	0	0	0	0	0	0	20	24	24
02/18/21	1:05 AM	8	0	0	0	1	6	1	0	0	0	0	0	23	28	25
02/18/21	1:10 AM	15	0	0	0	5	10	0	0	0	0	0	0	21	25	24
02/18/21	1:15 AM	10	0	0	0	1	5	2	1	0	0	1	0	24	48	30
02/18/21	1:20 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	22	20
02/18/21	1:25 AM	3	0	0	0	1	2	0	0	0	0	0	0	20	21	23
02/18/21	1:30 AM	7	0	0	0	4	3	0	0	0	0	0	0	19	23	22
02/18/21	1:35 AM	6	0	0	0	1	3	2	0	0	0	0	0	24	28	28
02/18/21	1:40 AM	8	0	0	0	6	1	0	0	1	0	0	0	19	40	20
02/18/21	1:50 AM	4	0	0	0	2	0	1	1	0	0	0	0	25	31	30

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/18/21	1:55 AM	4	0	0	0	0	3	1	0	0	0	0	0	24	26	25
02/18/21	2:00 AM	4	0	0	0	0	4	0	0	0	0	0	0	23	24	24
02/18/21	2:05 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	28	25
02/18/21	2:10 AM	6	0	0	2	3	1	0	0	0	0	0	0	17	21	20
02/18/21	2:15 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	23	20
02/18/21	2:25 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	18	15
02/18/21	2:30 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23
02/18/21	2:40 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	24	20
02/18/21	2:45 AM	3	0	0	0	1	2	0	0	0	0	0	0	20	25	23
02/18/21	2:55 AM	4	0	0	0	0	3	1	0	0	0	0	0	24	27	25
02/18/21	3:00 AM	4	0	0	0	1	1	2	0	0	0	0	0	25	30	28
02/18/21	3:15 AM	3	0	0	0	2	0	1	0	0	0	0	0	18	28	25
02/18/21	3:20 AM	2	0	0	0	1	0	1	0	0	0	0	0	25	26	25
02/18/21	3:25 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23
02/18/21	3:30 AM	5	0	0	0	3	2	0	0	0	0	0	0	19	25	23
02/18/21	3:50 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	23	20
02/18/21	3:55 AM	2	0	0	0	1	0	1	0	0	0	0	0	25	28	25
02/18/21	4:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	24	20
02/18/21	4:05 AM	5	0	0	1	2	0	2	0	0	0	0	0	18	29	28
02/18/21	4:10 AM	5	0	0	0	1	3	0	1	0	0	0	0	22	31	30
02/18/21	4:15 AM	5	0	0	0	4	1	0	0	0	0	0	0	18	21	20
02/18/21	4:20 AM	5	0	0	0	3	2	0	0	0	0	0	0	19	23	23
02/18/21	4:30 AM	4	0	0	0	3	1	0	0	0	0	0	0	19	21	20
02/18/21	4:35 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	23	23
02/18/21	4:40 AM	2	0	0	1	1	0	0	0	0	0	0	0	15	16	15
02/18/21	4:45 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	17	15
02/18/21	4:55 AM	4	0	0	0	1	2	1	0	0	0	0	0	23	27	25
02/18/21	5:10 AM	2	0	0	1	0	0	1	0	0	0	0	0	25	27	25
02/18/21	5:25 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	21	20
02/18/21	5:30 AM	3	0	0	0	0	3	0	0	0	0	0	0	22	25	24
02/18/21	5:40 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	21	20
02/18/21	5:45 AM	3	0	0	0	2	0	1	0	0	0	0	0	18	30	25
02/18/21	5:50 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	23	20
02/18/21	6:00 AM	2	0	0	0	1	0	1	0	0	0	0	0	25	28	25
02/18/21	6:10 AM	3	0	0	0	2	1	0	0	0	0	0	0	18	22	20
02/18/21	6:15 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/18/21	6:20 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	23	20
02/18/21	6:30 AM	4	0	0	0	1	3	0	0	0	0	0	0	22	23	24
02/18/21	6:35 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	17	15
02/18/21	6:40 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	21	20
02/18/21	6:45 AM	3	0	0	0	2	1	0	0	0	0	0	0	18	25	20
02/18/21	6:50 AM	4	0	0	0	1	3	0	0	0	0	0	0	22	25	24
02/18/21	6:55 AM	2	0	0	0	0	1	0	1	0	0	0	0	30	31	30
02/18/21	7:05 AM	4	0	0	0	4	0	0	0	0	0	0	0	18	19	19
02/18/21	7:10 AM	5	0	0	0	1	2	2	0	0	0	0	0	23	26	28
02/18/21	7:20 AM	6	0	1	0	3	2	0	0	0	0	0	0	19	22	23
02/18/21	7:25 AM	3	0	0	0	1	2	0	0	0	0	0	0	20	23	23
02/18/21	7:30 AM	5	0	0	0	3	2	0	0	0	0	0	0	19	22	23
02/18/21	7:45 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	17	15
02/18/21	7:50 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	20	15
02/18/21	7:55 AM	3	0	0	0	1	1	0	1	0	0	0	0	20	34	30
02/18/21	8:00 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	18	15
02/18/21	8:05 AM	1	0	0	0	0	0	0	0	1	0	0	0	35	39	35
02/18/21	8:10 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23
02/18/21	8:15 AM	3	0	0	0	1	1	0	1	0	0	0	0	20	31	30
02/18/21	8:25 AM	6	0	0	0	1	3	1	1	0	0	0	0	24	31	30
02/18/21	8:30 AM	14	0	0	0	2	7	5	0	0	0	0	0	24	28	27
02/18/21	8:35 AM	5	0	0	0	2	2	1	0	0	0	0	0	20	27	25
02/18/21	8:40 AM	5	0	0	0	2	1	0	1	1	0	0	0	20	37	35
02/18/21	8:50 AM	7	0	0	0	2	2	3	0	0	0	0	0	23	29	27
02/18/21	8:55 AM	8	0	0	1	2	4	1	0	0	0	0	0	22	28	24
02/18/21	9:00 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23
02/18/21	9:05 AM	3	0	0	0	0	2	1	0	0	0	0	0	23	28	25
02/18/21	9:10 AM	5	0	0	0	1	3	1	0	0	0	0	0	22	27	25
02/18/21	9:15 AM	9	0	0	1	4	3	1	0	0	0	0	0	19	29	24
02/18/21	9:20 AM	5	0	0	0	2	1	0	2	0	0	0	0	20	31	33
02/18/21	9:25 AM	6	0	0	0	2	3	1	0	0	0	0	0	22	27	25
02/18/21	9:30 AM	1	0	0	0	0	0	1	0	0	0	0	0	25	28	25
02/18/21	9:35 AM	8	0	0	0	2	4	0	1	1	0	0	0	23	39	30
02/18/21	9:40 AM	4	0	0	0	1	3	0	0	0	0	0	0	22	24	24
02/18/21	9:45 AM	4	0	0	0	1	1	2	0	0	0	0	0	25	27	28
02/18/21	9:50 AM	4	0	0	0	1	3	0	0	0	0	0	0	22	25	24

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/18/21	9:55 AM	8	0	0	1	4	3	0	0	0	0	0	0	19	22	22
02/18/21	10:00 AM	9	0	0	1	2	1	5	0	0	0	0	0	25	30	28
02/18/21	10:05 AM	7	0	0	0	4	3	0	0	0	0	0	0	19	25	22
02/18/21	10:10 AM	6	0	0	0	4	2	0	0	0	0	0	0	19	22	23
02/18/21	10:15 AM	9	0	0	1	3	3	1	0	1	0	0	0	20	36	25
02/18/21	10:20 AM	4	0	0	0	1	3	0	0	0	0	0	0	22	25	24
02/18/21	10:25 AM	7	0	0	0	1	3	2	1	0	0	0	0	24	31	28
02/18/21	10:30 AM	9	0	0	0	7	1	0	0	0	0	1	0	18	50	20
02/18/21	10:35 AM	15	0	0	0	5	9	1	0	0	0	0	0	22	29	24
02/18/21	10:40 AM	12	0	0	1	4	6	0	1	0	0	0	0	21	32	25
02/18/21	10:45 AM	12	0	0	0	0	5	7	0	0	0	0	0	26	30	29
02/18/21	10:50 AM	8	0	0	1	3	4	0	0	0	0	0	0	20	25	23
02/18/21	10:55 AM	13	0	0	0	1	6	5	0	1	0	0	0	25	36	29
02/18/21	11:00 AM	13	0	0	0	3	9	1	0	0	0	0	0	22	27	25
02/18/21	11:05 AM	14	0	0	2	5	4	3	0	0	0	0	0	20	28	25
02/18/21	11:10 AM	7	0	0	1	4	2	0	0	0	0	0	0	18	21	20
02/18/21	11:15 AM	12	0	0	0	5	3	4	0	0	0	0	0	22	28	28
02/18/21	11:20 AM	3	0	0	1	0	2	0	0	0	0	0	0	20	25	23
02/18/21	11:25 AM	6	0	0	1	0	5	0	0	0	0	0	0	22	23	24
02/18/21	11:30 AM	14	0	0	1	3	6	4	0	0	0	0	0	23	29	27
02/18/21	11:35 AM	18	0	0	1	7	7	3	0	0	0	0	0	21	28	25
02/18/21	11:40 AM	19	0	0	1	3	10	3	1	1	0	0	0	23	40	29
02/18/21	11:45 AM	5	0	0	0	0	3	0	1	1	0	0	0	24	37	35
02/18/21	11:50 AM	16	0	0	0	5	9	2	0	0	0	0	0	22	29	25
02/18/21	11:55 AM	9	0	0	0	2	5	1	1	0	0	0	0	22	31	25
02/18/21	12:00 PM	5	0	0	0	2	3	0	0	0	0	0	0	20	24	24
02/18/21	12:05 PM	7	0	0	1	1	5	0	0	0	0	0	0	21	25	23
02/18/21	12:10 PM	11	0	0	2	2	4	3	0	0	0	0	0	22	27	27
02/18/21	12:15 PM	6	0	0	0	1	5	0	0	0	0	0	0	22	25	24
02/18/21	12:20 PM	10	0	0	0	5	5	0	0	0	0	0	0	20	25	23
02/18/21	12:25 PM	4	0	0	2	1	1	0	0	0	0	0	0	15	21	20
02/18/21	12:30 PM	14	0	0	1	8	4	1	0	0	0	0	0	19	26	23
02/18/21	12:35 PM	10	0	0	1	4	5	0	0	0	0	0	0	20	24	23
02/18/21	12:40 PM	6	0	0	1	2	2	0	0	1	0	0	0	20	39	35
02/18/21	12:45 PM	11	0	0	0	3	4	3	0	0	1	0	0	23	43	29
02/18/21	12:50 PM	7	0	0	0	4	3	0	0	0	0	0	0	19	23	22

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/18/21	12:55 PM	10	0	0	1	5	3	1	0	0	0	0	0	19	26	24
02/18/21	1:00 PM	9	0	0	0	4	5	0	0	0	0	0	0	20	25	23
02/18/21	1:05 PM	4	0	0	0	2	2	0	0	0	0	0	0	20	25	23
02/18/21	1:10 PM	9	0	0	0	0	6	3	0	0	0	0	0	24	30	27
02/18/21	1:15 PM	11	0	0	2	7	1	1	0	0	0	0	0	18	26	20
02/18/21	1:20 PM	13	0	0	0	2	3	5	2	1	0	0	0	26	37	33
02/18/21	1:25 PM	11	0	0	1	3	5	2	0	0	0	0	0	21	29	25
02/18/21	1:30 PM	6	0	0	0	2	4	0	0	0	0	0	0	22	24	24
02/18/21	1:35 PM	11	0	0	1	5	4	1	0	0	0	0	0	19	26	24
02/18/21	1:40 PM	10	0	0	1	2	7	0	0	0	0	0	0	22	25	24
02/18/21	1:45 PM	3	0	0	0	1	2	0	0	0	0	0	0	20	23	23
02/18/21	1:50 PM	8	0	0	2	4	2	0	0	0	0	0	0	18	24	20
02/18/21	1:55 PM	4	0	0	0	1	3	0	0	0	0	0	0	22	25	24
02/18/21	2:00 PM	14	0	0	0	5	9	0	0	0	0	0	0	22	24	24
02/18/21	2:05 PM	9	0	0	0	4	2	3	0	0	0	0	0	20	27	27
02/18/21	2:10 PM	13	0	0	4	5	3	1	0	0	0	0	0	17	27	24
02/18/21	2:15 PM	6	0	0	0	2	3	1	0	0	0	0	0	22	26	25
02/18/21	2:20 PM	12	0	0	1	4	4	3	0	0	0	0	0	22	27	27
02/18/21	2:25 PM	16	0	0	0	7	5	3	1	0	0	0	0	21	31	27
02/18/21	2:30 PM	13	0	0	2	3	6	2	0	0	0	0	0	21	29	25
02/18/21	2:35 PM	9	0	0	2	2	4	1	0	0	0	0	0	20	26	24
02/18/21	2:40 PM	13	0	0	1	9	3	0	0	0	0	0	0	18	25	22
02/18/21	2:45 PM	16	0	0	0	4	7	5	0	0	0	0	0	23	28	27
02/18/21	2:50 PM	7	0	0	1	2	4	0	0	0	0	0	0	20	24	23
02/18/21	2:55 PM	17	0	0	1	3	9	3	1	0	0	0	0	23	33	27
02/18/21	3:00 PM	15	0	0	1	4	9	1	0	0	0	0	0	22	28	24
02/18/21	3:05 PM	10	0	0	0	1	6	3	0	0	0	0	0	24	28	27
02/18/21	3:10 PM	7	0	0	0	4	2	1	0	0	0	0	0	19	27	23
02/18/21	3:15 PM	6	0	0	0	0	5	1	0	0	0	0	0	23	29	25
02/18/21	3:20 PM	14	0	0	0	4	7	3	0	0	0	0	0	23	27	25
02/18/21	3:25 PM	16	0	1	0	8	6	1	0	0	0	0	0	20	27	24
02/18/21	3:30 PM	7	0	0	1	3	2	1	0	0	0	0	0	19	27	23
02/18/21	3:35 PM	15	0	0	1	3	9	2	0	0	0	0	0	22	28	25
02/18/21	3:40 PM	13	0	0	1	3	8	1	0	0	0	0	0	22	28	25
02/18/21	3:45 PM	13	0	0	0	5	2	5	1	0	0	0	0	23	31	29
02/18/21	3:50 PM	9	0	0	1	2	3	2	1	0	0	0	0	22	31	28

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/18/21	3:55 PM	6	0	0	1	3	1	1	0	0	0	0	0	19	28	25
02/18/21	4:00 PM	13	0	0	1	3	8	0	1	0	0	0	0	22	32	25
02/18/21	4:05 PM	19	0	0	1	8	8	2	0	0	0	0	0	20	27	25
02/18/21	4:10 PM	11	0	0	1	4	5	1	0	0	0	0	0	20	26	24
02/18/21	4:15 PM	10	0	0	1	5	4	0	0	0	0	0	0	19	23	23
02/18/21	4:20 PM	15	0	0	0	5	6	4	0	0	0	0	0	22	29	27
02/18/21	4:25 PM	3	0	0	0	2	1	0	0	0	0	0	0	18	22	20
02/18/21	4:30 PM	14	0	0	1	6	6	1	0	0	0	0	0	20	26	24
02/18/21	4:35 PM	16	0	0	0	4	10	2	0	0	0	0	0	22	27	25
02/18/21	4:40 PM	20	0	0	1	7	7	5	0	0	0	0	0	22	28	27
02/18/21	4:45 PM	17	0	0	5	4	7	1	0	0	0	0	0	19	26	24
02/18/21	4:50 PM	10	0	0	1	5	1	3	0	0	0	0	0	19	29	27
02/18/21	4:55 PM	13	0	0	0	2	9	2	0	0	0	0	0	23	29	25
02/18/21	5:00 PM	14	0	0	0	5	8	1	0	0	0	0	0	22	27	24
02/18/21	5:05 PM	13	0	0	0	2	5	3	2	1	0	0	0	24	37	33
02/18/21	5:10 PM	11	0	0	1	5	4	1	0	0	0	0	0	19	26	24
02/18/21	5:15 PM	10	0	0	0	5	5	0	0	0	0	0	0	20	23	23
02/18/21	5:20 PM	12	0	0	0	3	7	2	0	0	0	0	0	23	26	25
02/18/21	5:25 PM	16	0	0	1	8	6	1	0	0	0	0	0	20	28	24
02/18/21	5:30 PM	11	0	0	1	6	4	0	0	0	0	0	0	19	25	23
02/18/21	5:35 PM	10	0	0	0	5	4	1	0	0	0	0	0	20	27	24
02/18/21	5:40 PM	8	0	0	0	3	5	0	0	0	0	0	0	21	25	23
02/18/21	5:45 PM	8	0	1	0	1	5	1	0	0	0	0	0	22	26	24
02/18/21	5:50 PM	8	0	0	1	1	5	1	0	0	0	0	0	22	27	24
02/18/21	5:55 PM	12	0	0	0	8	2	2	0	0	0	0	0	19	28	25
02/18/21	6:00 PM	17	0	0	1	3	9	4	0	0	0	0	0	23	28	27
02/18/21	6:05 PM	13	0	0	1	2	5	4	1	0	0	0	0	23	33	29
02/18/21	6:10 PM	10	0	0	1	1	5	3	0	0	0	0	0	23	26	27
02/18/21	6:15 PM	11	0	0	0	5	5	1	0	0	0	0	0	20	27	24
02/18/21	6:20 PM	7	0	0	1	0	6	0	0	0	0	0	0	22	25	24
02/18/21	6:25 PM	10	0	0	0	3	7	0	0	0	0	0	0	22	25	24
02/18/21	6:30 PM	10	0	0	0	2	6	2	0	0	0	0	0	23	28	25
02/18/21	6:35 PM	13	0	0	1	2	9	1	0	0	0	0	0	22	29	25
02/18/21	6:40 PM	12	0	0	0	2	6	3	1	0	0	0	0	24	31	29
02/18/21	6:45 PM	11	0	0	0	4	4	3	0	0	0	0	0	22	28	27
02/18/21	6:50 PM	13	0	0	1	3	8	1	0	0	0	0	0	22	26	25

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/18/21	6:55 PM	18	0	0	0	5	9	4	0	0	0	0	0	23	30	27
02/18/21	7:00 PM	16	0	0	1	3	8	3	1	0	0	0	0	23	33	27
02/18/21	7:05 PM	13	0	0	0	4	6	3	0	0	0	0	0	22	27	27
02/18/21	7:10 PM	14	0	0	0	4	7	3	0	0	0	0	0	23	28	25
02/18/21	7:15 PM	13	0	0	0	2	9	2	0	0	0	0	0	23	28	25
02/18/21	7:20 PM	12	0	0	1	5	6	0	0	0	0	0	0	20	25	24
02/18/21	7:25 PM	13	0	0	0	0	8	5	0	0	0	0	0	24	28	28
02/18/21	7:30 PM	24	0	0	0	5	10	9	0	0	0	0	0	24	28	28
02/18/21	7:35 PM	9	0	0	0	4	3	2	0	0	0	0	0	20	28	25
02/18/21	7:40 PM	16	0	0	1	4	8	3	0	0	0	0	0	22	29	25
02/18/21	7:45 PM	12	0	1	4	0	7	0	0	0	0	0	0	21	25	24
02/18/21	7:50 PM	22	0	0	1	6	11	3	1	0	0	0	0	22	34	25
02/18/21	7:55 PM	21	0	0	1	4	10	4	2	0	0	0	0	23	31	28
02/18/21	8:00 PM	21	0	0	0	5	8	7	1	0	0	0	0	24	31	28
02/18/21	8:05 PM	9	0	0	0	3	5	1	0	0	0	0	0	21	26	24
02/18/21	8:10 PM	10	0	0	0	0	8	2	0	0	0	0	0	24	28	25
02/18/21	8:15 PM	11	0	0	0	4	2	5	0	0	0	0	0	23	29	28
02/18/21	8:20 PM	16	0	0	1	4	10	1	0	0	0	0	0	22	29	24
02/18/21	8:25 PM	6	0	0	0	2	4	0	0	0	0	0	0	22	24	24
02/18/21	8:30 PM	7	0	0	0	3	3	0	0	1	0	0	0	20	39	24
02/18/21	8:35 PM	24	0	0	2	7	4	9	2	0	0	0	0	24	31	29
02/18/21	8:40 PM	25	0	0	0	5	7	12	1	0	0	0	0	25	35	29
02/18/21	8:45 PM	23	0	0	1	3	11	7	1	0	0	0	0	24	33	28
02/18/21	8:50 PM	9	0	0	2	6	1	0	0	0	0	0	0	17	23	20
02/18/21	8:55 PM	19	0	0	1	4	12	2	0	0	0	0	0	22	29	25
02/18/21	9:00 PM	18	0	0	2	4	5	5	2	0	0	0	0	23	31	29
02/18/21	9:05 PM	15	0	0	1	1	9	4	0	0	0	0	0	23	28	27
02/18/21	9:10 PM	15	0	0	0	2	11	2	0	0	0	0	0	23	28	25
02/18/21	9:15 PM	11	0	0	0	5	4	2	0	0	0	0	0	20	28	25
02/18/21	9:20 PM	13	0	0	1	2	9	1	0	0	0	0	0	22	27	25
02/18/21	9:25 PM	6	0	1	0	1	4	0	0	0	0	0	0	22	25	24
02/18/21	9:30 PM	11	0	0	0	2	6	2	1	0	0	0	0	23	32	28
02/18/21	9:35 PM	20	0	0	0	4	13	2	1	0	0	0	0	23	33	25
02/18/21	9:40 PM	17	0	0	1	4	6	6	0	0	0	0	0	23	29	28
02/18/21	9:45 PM	19	0	0	1	4	10	3	0	1	0	0	0	22	37	27
02/18/21	9:50 PM	26	0	0	0	6	8	11	0	1	0	0	0	25	36	29

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/18/21	9:55 PM	11	0	0	2	4	3	2	0	0	0	0	0	19	26	25
02/18/21	10:00 PM	14	0	0	1	5	8	0	0	0	0	0	0	21	24	24
02/18/21	10:05 PM	15	0	0	1	7	7	0	0	0	0	0	0	20	25	23
02/18/21	10:10 PM	11	0	0	1	3	6	1	0	0	0	0	0	21	26	25
02/18/21	10:15 PM	11	0	0	1	4	6	0	0	0	0	0	0	20	24	24
02/18/21	10:20 PM	16	0	0	1	4	9	2	0	0	0	0	0	22	26	25
02/18/21	10:25 PM	9	0	0	0	1	3	4	1	0	0	0	0	25	31	29
02/18/21	10:30 PM	7	0	0	2	2	3	0	0	0	0	0	0	18	25	22
02/18/21	10:35 PM	25	0	0	2	9	8	5	1	0	0	0	0	21	31	27
02/18/21	10:40 PM	8	0	0	1	2	2	2	1	0	0	0	0	23	33	28
02/18/21	10:45 PM	10	0	0	0	1	7	1	1	0	0	0	0	23	31	25
02/18/21	10:50 PM	16	0	1	3	4	8	0	0	0	0	0	0	20	24	24
02/18/21	10:55 PM	6	0	0	1	1	4	0	0	0	0	0	0	22	25	24
02/18/21	11:00 PM	11	0	0	1	6	4	0	0	0	0	0	0	19	25	23
02/18/21	11:05 PM	15	0	1	2	6	4	2	0	0	0	0	0	19	27	24
02/18/21	11:10 PM	11	0	0	0	6	5	0	0	0	0	0	0	20	23	23
02/18/21	11:15 PM	5	0	0	0	3	2	0	0	0	0	0	0	19	25	23
02/18/21	11:20 PM	4	0	0	1	0	1	2	0	0	0	0	0	25	29	28
02/18/21	11:25 PM	7	0	0	1	1	5	0	0	0	0	0	0	21	25	23
02/18/21	11:30 PM	5	0	0	0	3	1	1	0	0	0	0	0	19	27	25
02/18/21	11:35 PM	7	0	0	0	4	3	0	0	0	0	0	0	19	24	22
02/18/21	11:40 PM	7	0	0	1	4	1	1	0	0	0	0	0	18	26	20
02/18/21	11:45 PM	10	0	1	0	5	2	2	0	0	0	0	0	19	27	25
02/18/21	11:50 PM	4	0	0	0	3	1	0	0	0	0	0	0	19	22	20
02/18/21	11:55 PM	6	0	0	0	1	4	1	0	0	0	0	0	23	30	25
02/19/21	12:05 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	25	20
02/19/21	12:10 AM	17	0	0	0	3	9	5	0	0	0	0	0	23	29	27
02/19/21	12:15 AM	11	0	0	0	2	5	3	0	1	0	0	0	23	39	29
02/19/21	12:25 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	16	15
02/19/21	12:30 AM	9	0	0	0	0	9	0	0	0	0	0	0	23	25	24
02/19/21	12:35 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23
02/19/21	12:45 AM	1	0	0	1	0	0	0	0	0	0	0	0	10	11	10
02/19/21	12:50 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23
02/19/21	12:55 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	22	20
02/19/21	1:05 AM	12	0	0	0	5	5	2	0	0	0	0	0	21	26	25
02/19/21	1:10 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	22	20

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/19/21	1:15 AM	6	0	0	1	1	2	1	1	0	0	0	0	23	31	30
02/19/21	1:20 AM	4	0	0	0	0	4	0	0	0	0	0	0	23	25	24
02/19/21	1:25 AM	5	0	0	0	3	2	0	0	0	0	0	0	19	23	23
02/19/21	1:30 AM	5	0	0	1	3	1	0	0	0	0	0	0	17	25	20
02/19/21	1:35 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	24	20
02/19/21	1:40 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	24	20
02/19/21	1:45 AM	4	0	0	0	0	4	0	0	0	0	0	0	23	24	24
02/19/21	1:55 AM	6	0	0	0	4	0	2	0	0	0	0	0	19	28	28
02/19/21	2:00 AM	3	0	0	0	1	2	0	0	0	0	0	0	20	24	23
02/19/21	2:05 AM	5	0	0	0	2	2	1	0	0	0	0	0	20	30	25
02/19/21	2:10 AM	3	0	0	0	2	1	0	0	0	0	0	0	18	24	20
02/19/21	2:20 AM	6	0	2	0	0	3	1	0	0	0	0	0	22	27	25
02/19/21	2:25 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	19	15
02/19/21	2:30 AM	4	0	0	0	1	3	0	0	0	0	0	0	22	24	24
02/19/21	2:35 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	29	25
02/19/21	2:40 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23
02/19/21	2:45 AM	7	0	0	0	2	4	1	0	0	0	0	0	22	28	24
02/19/21	2:55 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23
02/19/21	3:00 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	22	20
02/19/21	3:05 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	18	18
02/19/21	3:20 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	19	15
02/19/21	3:25 AM	3	0	0	0	1	2	0	0	0	0	0	0	20	25	23
02/19/21	3:30 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	24	23
02/19/21	3:35 AM	3	0	0	0	2	1	0	0	0	0	0	0	18	22	20
02/19/21	3:40 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	23	20
02/19/21	3:55 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23
02/19/21	4:00 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	17	15
02/19/21	4:05 AM	2	0	0	1	0	0	1	0	0	0	0	0	25	30	25
02/19/21	4:10 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	17	15
02/19/21	4:15 AM	4	0	0	0	0	4	0	0	0	0	0	0	23	24	24
02/19/21	4:20 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	20	18
02/19/21	4:25 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	23	20
02/19/21	4:40 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	26	25
02/19/21	4:45 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	17	15
02/19/21	4:50 AM	3	0	0	0	1	1	1	0	0	0	0	0	20	28	25
02/19/21	4:55 AM	4	0	0	0	2	2	0	0	0	0	0	0	20	25	23

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/19/21	5:00 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	23	23
02/19/21	5:40 AM	3	0	0	0	2	1	0	0	0	0	0	0	18	23	20
02/19/21	5:45 AM	2	0	0	0	1	0	1	0	0	0	0	0	25	26	25
02/19/21	6:00 AM	6	0	0	1	1	2	2	0	0	0	0	0	23	28	28
02/19/21	6:05 AM	3	0	0	0	2	1	0	0	0	0	0	0	18	21	20
02/19/21	6:10 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	23	23
02/19/21	6:15 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	25	20
02/19/21	6:20 AM	6	0	0	0	3	2	1	0	0	0	0	0	20	26	25
02/19/21	6:25 AM	4	0	0	0	1	2	1	0	0	0	0	0	23	26	25
02/19/21	6:30 AM	3	0	0	0	1	2	0	0	0	0	0	0	20	25	23
02/19/21	6:35 AM	3	0	0	0	2	1	0	0	0	0	0	0	18	23	20
02/19/21	6:40 AM	3	0	0	0	2	1	0	0	0	0	0	0	18	23	20
02/19/21	6:45 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	22	20
02/19/21	6:50 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	28	25
02/19/21	6:55 AM	4	0	0	0	2	1	1	0	0	0	0	0	20	29	25
02/19/21	7:05 AM	2	0	0	0	1	0	0	1	0	0	0	0	30	31	30
02/19/21	7:10 AM	1	0	0	1	0	0	0	0	0	0	0	0	10	15	10
02/19/21	7:15 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	26	25
02/19/21	7:20 AM	5	0	0	0	3	2	0	0	0	0	0	0	19	23	23
02/19/21	7:25 AM	5	0	0	0	3	2	0	0	0	0	0	0	19	23	23
02/19/21	7:30 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	19	15
02/19/21	7:40 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	20	15
02/19/21	8:00 AM	3	0	0	0	1	1	1	0	0	0	0	0	20	26	25
02/19/21	8:05 AM	2	0	0	0	1	0	1	0	0	0	0	0	25	29	25
02/19/21	8:10 AM	4	0	0	0	1	0	1	0	2	0	0	0	35	39	38
02/19/21	8:15 AM	3	0	0	0	1	0	2	0	0	0	0	0	25	29	28
02/19/21	8:20 AM	6	0	0	1	1	4	0	0	0	0	0	0	22	25	24
02/19/21	8:25 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23
02/19/21	8:30 AM	10	0	0	0	1	5	2	2	0	0	0	0	24	32	30
02/19/21	8:35 AM	6	0	0	0	2	2	2	0	0	0	0	0	23	28	28
02/19/21	8:40 AM	4	0	0	1	1	2	0	0	0	0	0	0	20	25	23
02/19/21	8:45 AM	4	0	0	1	1	1	1	0	0	0	0	0	20	27	25
02/19/21	8:55 AM	3	0	0	0	1	2	0	0	0	0	0	0	20	25	23
02/19/21	9:00 AM	5	0	0	0	2	3	0	0	0	0	0	0	20	23	24
02/19/21	9:05 AM	10	0	0	0	3	3	4	0	0	0	0	0	24	30	28
02/19/21	9:10 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	21	20

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/19/21	9:15 AM	8	0	0	0	1	3	3	1	0	0	0	0	25	31	29
02/19/21	9:20 AM	4	0	0	0	1	2	1	0	0	0	0	0	23	27	25
02/19/21	9:25 AM	4	0	0	0	1	1	2	0	0	0	0	0	25	30	28
02/19/21	9:30 AM	6	0	0	0	2	4	0	0	0	0	0	0	22	25	24
02/19/21	9:35 AM	2	0	0	0	1	0	1	0	0	0	0	0	25	29	25
02/19/21	9:40 AM	8	0	0	0	6	2	0	0	0	0	0	0	19	25	20
02/19/21	9:45 AM	10	0	0	0	1	6	3	0	0	0	0	0	24	29	27
02/19/21	9:50 AM	8	0	0	0	2	5	1	0	0	0	0	0	22	26	24
02/19/21	9:55 AM	7	0	0	0	3	4	0	0	0	0	0	0	20	23	23
02/19/21	10:00 AM	2	0	0	0	0	1	0	1	0	0	0	0	30	31	30
02/19/21	10:05 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	20	18
02/19/21	10:10 AM	6	0	0	0	3	2	1	0	0	0	0	0	20	28	25
02/19/21	10:15 AM	4	0	0	0	2	0	1	0	0	1	0	0	25	41	40
02/19/21	10:20 AM	8	0	0	0	1	6	0	0	1	0	0	0	23	36	25
02/19/21	10:25 AM	7	0	0	0	1	3	3	0	0	0	0	0	24	30	27
02/19/21	10:30 AM	7	0	0	1	3	2	1	0	0	0	0	0	19	26	23
02/19/21	10:35 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	20	18
02/19/21	10:40 AM	9	0	0	0	4	3	2	0	0	0	0	0	20	29	25
02/19/21	10:45 AM	15	0	0	2	1	6	5	1	0	0	0	0	24	34	28
02/19/21	10:50 AM	12	0	0	0	5	3	2	2	0	0	0	0	22	31	30
02/19/21	10:55 AM	12	0	0	0	1	7	1	3	0	0	0	0	24	34	32
02/19/21	11:00 AM	9	0	0	0	5	1	3	0	0	0	0	0	19	30	27
02/19/21	11:05 AM	5	0	0	0	0	3	0	0	0	0	1	1	24	51	50
02/19/21	11:10 AM	13	0	0	0	3	9	1	0	0	0	0	0	22	27	25
02/19/21	11:15 AM	6	0	0	0	2	3	1	0	0	0	0	0	22	28	25
02/19/21	11:20 AM	11	0	0	0	4	7	0	0	0	0	0	0	21	25	24
02/19/21	11:25 AM	9	0	0	1	2	2	0	2	2	0	0	0	23	36	35
02/19/21	11:30 AM	13	0	0	1	1	8	2	1	0	0	0	0	23	31	28
02/19/21	11:35 AM	11	0	0	1	1	8	0	1	0	0	0	0	22	33	25
02/19/21	11:40 AM	21	0	0	3	7	7	4	0	0	0	0	0	20	29	25
02/19/21	11:45 AM	1	0	0	0	0	0	1	0	0	0	0	0	25	30	25
02/19/21	11:50 AM	11	0	0	1	3	5	2	0	0	0	0	0	21	28	25
02/19/21	11:55 AM	6	0	0	0	1	3	1	1	0	0	0	0	24	31	30
02/19/21	12:00 PM	8	0	0	0	3	2	3	0	0	0	0	0	23	29	27
02/19/21	12:05 PM	11	0	0	0	7	4	0	0	0	0	0	0	19	25	23
02/19/21	12:10 PM	10	0	0	0	3	4	2	1	0	0	0	0	23	33	28

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/19/21	12:15 PM	6	0	0	0	4	2	0	0	0	0	0	0	19	23	23
02/19/21	12:20 PM	7	0	0	1	2	3	1	0	0	0	0	0	20	26	24
02/19/21	12:25 PM	9	0	0	0	3	5	1	0	0	0	0	0	21	26	24
02/19/21	12:30 PM	6	0	0	0	3	3	0	0	0	0	0	0	20	24	24
02/19/21	12:35 PM	8	0	0	0	3	3	1	0	1	0	0	0	22	37	25
02/19/21	12:40 PM	8	0	0	1	2	3	2	0	0	0	0	0	22	29	25
02/19/21	12:45 PM	12	0	0	0	4	7	1	0	0	0	0	0	22	26	25
02/19/21	12:50 PM	13	0	0	1	3	7	2	0	0	0	0	0	22	29	25
02/19/21	12:55 PM	9	0	0	0	4	5	0	0	0	0	0	0	20	25	23
02/19/21	1:00 PM	12	0	0	0	1	9	1	0	1	0	0	0	23	36	25
02/19/21	1:05 PM	16	0	0	2	8	4	2	0	0	0	0	0	19	29	24
02/19/21	1:10 PM	3	0	0	0	1	1	1	0	0	0	0	0	20	27	25
02/19/21	1:15 PM	8	0	0	0	6	2	0	0	0	0	0	0	19	23	20
02/19/21	1:20 PM	1	0	0	0	0	1	0	0	0	0	0	0	20	23	20
02/19/21	1:25 PM	9	0	0	0	3	5	1	0	0	0	0	0	21	26	24
02/19/21	1:30 PM	8	0	0	0	2	6	0	0	0	0	0	0	22	25	24
02/19/21	1:35 PM	9	0	0	1	3	3	0	2	0	0	0	0	20	32	30
02/19/21	1:40 PM	9	0	0	1	2	5	0	0	0	1	0	0	21	44	24
02/19/21	1:45 PM	5	0	0	2	1	0	1	0	1	0	0	0	15	39	35
02/19/21	1:50 PM	12	0	1	0	4	6	1	0	0	0	0	0	21	26	25
02/19/21	1:55 PM	9	0	0	1	3	4	1	0	0	0	0	0	20	27	24
02/19/21	2:00 PM	6	0	0	1	2	3	0	0	0	0	0	0	20	24	24
02/19/21	2:05 PM	12	0	0	0	2	8	1	1	0	0	0	0	23	34	25
02/19/21	2:10 PM	8	0	0	0	2	4	2	0	0	0	0	0	23	30	25
02/19/21	2:15 PM	9	0	0	0	4	5	0	0	0	0	0	0	20	25	23
02/19/21	2:20 PM	9	0	1	0	0	5	3	0	0	0	0	0	23	29	27
02/19/21	2:25 PM	10	0	0	0	3	6	1	0	0	0	0	0	22	29	25
02/19/21	2:30 PM	7	0	0	1	3	3	0	0	0	0	0	0	19	24	22
02/19/21	2:35 PM	12	0	0	0	6	5	1	0	0	0	0	0	20	28	24
02/19/21	2:40 PM	18	0	0	1	6	8	1	2	0	0	0	0	22	31	25
02/19/21	2:45 PM	16	0	0	1	6	7	2	0	0	0	0	0	21	27	25
02/19/21	2:50 PM	7	0	0	1	2	3	0	1	0	0	0	0	20	33	24
02/19/21	2:55 PM	16	0	0	2	5	8	1	0	0	0	0	0	21	26	24
02/19/21	3:00 PM	16	0	1	0	8	5	1	1	0	0	0	0	20	32	24
02/19/21	3:05 PM	11	0	0	0	2	4	1	4	0	0	0	0	24	34	33
02/19/21	3:10 PM	10	0	0	0	2	6	2	0	0	0	0	0	23	27	25

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/19/21	3:15 PM	15	0	0	0	4	5	5	1	0	0	0	0	23	33	28
02/19/21	3:20 PM	12	0	0	1	3	8	0	0	0	0	0	0	22	25	24
02/19/21	3:25 PM	12	0	1	1	4	5	1	0	0	0	0	0	20	27	24
02/19/21	3:30 PM	9	0	0	3	1	4	1	0	0	0	0	0	20	26	24
02/19/21	3:35 PM	12	0	0	2	4	5	1	0	0	0	0	0	20	28	24
02/19/21	3:40 PM	15	0	0	3	3	6	2	1	0	0	0	0	21	34	25
02/19/21	3:45 PM	10	0	0	0	1	5	2	2	0	0	0	0	24	33	30
02/19/21	3:50 PM	22	0	0	1	6	6	6	3	0	0	0	0	24	31	30
02/19/21	3:55 PM	10	0	0	2	3	2	2	1	0	0	0	0	20	31	28
02/19/21	4:00 PM	5	0	0	0	0	2	2	1	0	0	0	0	25	31	30
02/19/21	4:05 PM	17	0	0	1	7	7	2	0	0	0	0	0	20	28	25
02/19/21	4:10 PM	11	0	0	1	3	3	2	2	0	0	0	0	22	34	30
02/19/21	4:15 PM	17	0	0	0	5	10	2	0	0	0	0	0	22	30	25
02/19/21	4:20 PM	19	0	0	0	5	8	6	0	0	0	0	0	23	28	28
02/19/21	4:25 PM	15	0	0	0	4	9	2	0	0	0	0	0	22	29	25
02/19/21	4:30 PM	13	0	0	1	2	4	3	3	0	0	0	0	24	31	32
02/19/21	4:35 PM	13	0	0	0	6	4	1	2	0	0	0	0	20	34	30
02/19/21	4:40 PM	11	0	0	0	5	4	0	2	0	0	0	0	20	31	30
02/19/21	4:45 PM	11	0	0	2	3	4	2	0	0	0	0	0	20	28	25
02/19/21	4:50 PM	11	0	0	0	4	5	2	0	0	0	0	0	21	26	25
02/19/21	4:55 PM	12	0	0	2	3	3	3	1	0	0	0	0	22	35	29
02/19/21	5:00 PM	11	0	0	0	3	8	0	0	0	0	0	0	22	25	24
02/19/21	5:05 PM	10	0	0	0	3	4	3	0	0	0	0	0	23	28	27
02/19/21	5:10 PM	4	0	0	1	1	2	0	0	0	0	0	0	20	25	23
02/19/21	5:15 PM	8	0	0	2	2	1	3	0	0	0	0	0	20	27	27
02/19/21	5:20 PM	17	0	0	0	8	4	3	1	1	0	0	0	20	39	29
02/19/21	5:25 PM	6	0	0	0	1	4	1	0	0	0	0	0	23	26	25
02/19/21	5:30 PM	10	0	0	2	0	5	2	1	0	0	0	0	23	34	28
02/19/21	5:35 PM	15	0	0	0	8	3	4	0	0	0	0	0	20	29	27
02/19/21	5:40 PM	13	0	0	1	4	5	3	0	0	0	0	0	21	29	27
02/19/21	5:45 PM	20	0	0	1	5	5	5	4	0	0	0	0	24	32	32
02/19/21	5:50 PM	14	0	1	0	4	7	2	0	0	0	0	0	22	28	25
02/19/21	5:55 PM	11	0	0	1	4	3	3	0	0	0	0	0	20	27	27
02/19/21	6:00 PM	5	0	0	1	1	2	1	0	0	0	0	0	20	26	25
02/19/21	6:05 PM	7	0	0	0	3	4	0	0	0	0	0	0	20	25	23
02/19/21	6:10 PM	21	0	0	0	6	8	7	0	0	0	0	0	23	28	28

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/19/21	6:15 PM	28	0	0	1	9	16	2	0	0	0	0	0	22	27	25
02/19/21	6:20 PM	6	0	0	0	2	1	3	0	0	0	0	0	25	29	29
02/19/21	6:25 PM	15	0	0	0	3	9	3	0	0	0	0	0	23	28	25
02/19/21	6:30 PM	13	0	0	0	4	5	3	0	0	0	1	0	22	48	29
02/19/21	6:35 PM	18	0	0	2	4	11	1	0	0	0	0	0	22	28	25
02/19/21	6:40 PM	14	0	0	1	3	8	2	0	0	0	0	0	22	27	25
02/19/21	6:45 PM	20	0	0	0	3	11	6	0	0	0	0	0	24	29	28
02/19/21	6:50 PM	26	0	0	1	10	13	2	0	0	0	0	0	21	26	25
02/19/21	6:55 PM	15	0	0	0	4	9	2	0	0	0	0	0	22	27	25
02/19/21	7:00 PM	28	0	0	0	6	16	6	0	0	0	0	0	23	27	26
02/19/21	7:05 PM	21	0	0	3	3	7	8	0	0	0	0	0	23	28	28
02/19/21	7:10 PM	17	0	0	4	2	7	4	0	0	0	0	0	22	29	27
02/19/21	7:15 PM	15	0	0	1	4	7	3	0	0	0	0	0	22	28	25
02/19/21	7:20 PM	26	0	0	0	11	12	3	0	0	0	0	0	21	29	25
02/19/21	7:25 PM	14	0	1	0	4	6	3	0	0	0	0	0	22	28	25
02/19/21	7:30 PM	16	0	0	0	5	7	4	0	0	0	0	0	23	28	27
02/19/21	7:35 PM	2	0	0	0	0	0	2	0	0	0	0	0	28	28	28
02/19/21	7:40 PM	11	0	0	1	2	7	1	0	0	0	0	0	22	30	25
02/19/21	7:45 PM	16	0	0	0	1	9	6	0	0	0	0	0	24	29	28
02/19/21	7:50 PM	11	0	0	1	4	6	0	0	0	0	0	0	20	25	24
02/19/21	7:55 PM	17	0	0	3	3	9	2	0	0	0	0	0	22	28	25
02/19/21	8:00 PM	18	0	0	1	7	7	2	0	1	0	0	0	21	36	25
02/19/21	8:05 PM	9	0	0	0	3	6	0	0	0	0	0	0	21	25	24
02/19/21	8:10 PM	16	0	0	1	3	6	5	1	0	0	0	0	24	31	28
02/19/21	8:15 PM	16	0	0	1	3	8	4	0	0	0	0	0	23	27	27
02/19/21	8:20 PM	10	0	0	0	4	4	2	0	0	0	0	0	22	28	25
02/19/21	8:25 PM	17	0	0	0	3	8	6	0	0	0	0	0	24	30	28
02/19/21	8:30 PM	21	0	0	1	2	11	7	0	0	0	0	0	24	28	28
02/19/21	8:35 PM	20	0	0	0	4	13	3	0	0	0	0	0	23	28	25
02/19/21	8:40 PM	21	0	0	1	10	6	3	1	0	0	0	0	20	32	25
02/19/21	8:45 PM	18	0	0	0	4	10	3	1	0	0	0	0	23	33	27
02/19/21	8:50 PM	27	0	0	0	9	13	5	0	0	0	0	0	22	26	25
02/19/21	8:55 PM	22	0	0	0	6	11	4	1	0	0	0	0	23	31	27
02/19/21	9:00 PM	18	0	0	2	4	11	1	0	0	0	0	0	22	30	25
02/19/21	9:05 PM	17	0	0	0	4	11	1	1	0	0	0	0	22	34	25
02/19/21	9:10 PM	17	0	0	1	4	8	3	1	0	0	0	0	22	31	27

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/19/21	9:15 PM	21	0	0	1	5	11	3	0	1	0	0	0	22	36	25
02/19/21	9:20 PM	19	0	1	1	6	8	3	0	0	0	0	0	21	28	25
02/19/21	9:25 PM	24	0	0	3	8	10	3	0	0	0	0	0	21	27	25
02/19/21	9:30 PM	19	0	1	2	5	9	1	1	0	0	0	0	21	34	25
02/19/21	9:35 PM	15	0	0	2	5	4	2	2	0	0	0	0	20	32	28
02/19/21	9:40 PM	14	0	0	0	4	7	3	0	0	0	0	0	23	28	25
02/19/21	9:45 PM	12	0	0	2	3	7	0	0	0	0	0	0	21	25	24
02/19/21	9:50 PM	9	0	1	0	3	4	1	0	0	0	0	0	20	26	24
02/19/21	9:55 PM	10	0	0	0	3	6	1	0	0	0	0	0	22	27	25
02/19/21	10:00 PM	13	0	0	0	4	8	1	0	0	0	0	0	22	26	25
02/19/21	10:05 PM	10	0	0	0	7	3	0	0	0	0	0	0	19	23	22
02/19/21	10:10 PM	9	0	0	2	1	6	0	0	0	0	0	0	21	24	24
02/19/21	10:15 PM	15	0	0	0	4	2	7	2	0	0	0	0	26	34	30
02/19/21	10:20 PM	6	0	0	0	4	1	0	1	0	0	0	0	19	32	30
02/19/21	10:25 PM	16	0	0	1	8	6	1	0	0	0	0	0	20	28	24
02/19/21	10:30 PM	22	0	0	0	5	14	2	1	0	0	0	0	23	35	25
02/19/21	10:35 PM	16	0	0	1	6	6	2	1	0	0	0	0	21	32	25
02/19/21	10:40 PM	10	0	0	0	3	5	1	1	0	0	0	0	22	31	25
02/19/21	10:45 PM	6	0	0	1	3	2	0	0	0	0	0	0	19	23	23
02/19/21	10:50 PM	17	0	0	1	5	3	4	2	0	2	0	0	24	41	33
02/19/21	10:55 PM	5	0	0	0	4	1	0	0	0	0	0	0	18	21	20
02/19/21	11:00 PM	21	0	0	0	7	11	3	0	0	0	0	0	22	28	25
02/19/21	11:05 PM	9	0	0	1	2	4	2	0	0	0	0	0	22	28	25
02/19/21	11:10 PM	7	0	0	1	2	4	0	0	0	0	0	0	20	25	23
02/19/21	11:15 PM	3	0	0	0	2	1	0	0	0	0	0	0	18	21	20
02/19/21	11:20 PM	7	0	0	0	4	3	0	0	0	0	0	0	19	25	22
02/19/21	11:25 PM	8	0	0	0	3	5	0	0	0	0	0	0	21	25	23
02/19/21	11:30 PM	8	0	0	0	5	2	1	0	0	0	0	0	19	26	23
02/19/21	11:35 PM	7	0	0	0	2	4	1	0	0	0	0	0	22	26	24
02/19/21	11:40 PM	3	0	0	0	2	1	0	0	0	0	0	0	18	23	20
02/19/21	11:45 PM	3	0	0	2	1	0	0	0	0	0	0	0	13	17	15
02/19/21	11:50 PM	1	0	0	0	0	1	0	0	0	0	0	0	20	21	20
02/19/21	11:55 PM	6	0	0	1	1	3	1	0	0	0	0	0	22	26	25
02/20/21	12:00 AM	12	0	0	0	5	6	0	1	0	0	0	0	21	32	25
02/20/21	12:05 AM	8	0	0	0	2	3	2	1	0	0	0	0	24	31	28
02/20/21	12:10 AM	9	0	0	0	3	4	2	0	0	0	0	0	22	26	25

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/20/21	12:15 AM	5	0	0	0	2	3	0	0	0	0	0	0	20	23	24
02/20/21	12:20 AM	23	0	0	2	6	10	5	0	0	0	0	0	22	28	26
02/20/21	12:25 AM	9	0	0	0	2	6	1	0	0	0	0	0	22	26	25
02/20/21	12:30 AM	7	0	0	1	0	6	0	0	0	0	0	0	22	25	24
02/20/21	12:35 AM	8	0	0	0	6	1	1	0	0	0	0	0	19	26	20
02/20/21	12:45 AM	11	0	0	1	4	4	2	0	0	0	0	0	20	29	25
02/20/21	12:50 AM	7	0	0	2	3	2	0	0	0	0	0	0	17	25	20
02/20/21	12:55 AM	3	0	0	0	1	1	1	0	0	0	0	0	20	27	25
02/20/21	1:00 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	23	20
02/20/21	1:05 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	20	18
02/20/21	1:10 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	23	20
02/20/21	1:15 AM	14	0	0	1	4	8	1	0	0	0	0	0	22	26	24
02/20/21	1:20 AM	4	0	0	0	3	0	1	0	0	0	0	0	19	27	25
02/20/21	1:25 AM	6	0	0	0	3	2	1	0	0	0	0	0	20	27	25
02/20/21	1:30 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	20	18
02/20/21	1:35 AM	7	0	0	0	1	4	1	1	0	0	0	0	23	34	25
02/20/21	1:40 AM	1	0	0	1	0	0	0	0	0	0	0	0	10	14	10
02/20/21	1:45 AM	4	0	0	0	2	2	0	0	0	0	0	0	20	23	23
02/20/21	1:50 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	20	18
02/20/21	2:00 AM	7	0	0	0	3	4	0	0	0	0	0	0	20	25	23
02/20/21	2:05 AM	8	0	0	0	3	4	1	0	0	0	0	0	22	26	24
02/20/21	2:10 AM	2	0	0	0	1	0	1	0	0	0	0	0	25	26	25
02/20/21	2:15 AM	7	0	0	0	3	3	1	0	0	0	0	0	20	27	24
02/20/21	2:20 AM	6	0	0	1	3	2	0	0	0	0	0	0	19	23	23
02/20/21	2:25 AM	5	0	0	0	1	2	1	1	0	0	0	0	23	32	30
02/20/21	2:35 AM	4	0	0	0	1	2	1	0	0	0	0	0	23	28	25
02/20/21	2:40 AM	6	0	0	0	2	1	3	0	0	0	0	0	25	27	29
02/20/21	2:45 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23
02/20/21	2:55 AM	8	0	0	0	3	4	1	0	0	0	0	0	22	26	24
02/20/21	3:20 AM	2	0	0	0	0	0	1	1	0	0	0	0	30	31	30
02/20/21	3:25 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	18	15
02/20/21	3:45 AM	2	0	0	0	1	0	1	0	0	0	0	0	25	26	25
02/20/21	4:00 AM	4	0	0	0	2	2	0	0	0	0	0	0	20	25	23
02/20/21	4:05 AM	2	0	0	0	0	0	1	1	0	0	0	0	30	32	30
02/20/21	4:10 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	23	23
02/20/21	4:15 AM	4	0	0	0	2	1	0	0	1	0	0	0	20	40	35

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/20/21	4:20 AM	4	0	0	0	1	3	0	0	0	0	0	0	22	24	24
02/20/21	4:40 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	21	20
02/20/21	4:45 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	19	15
02/20/21	4:50 AM	3	0	0	0	1	1	0	1	0	0	0	0	20	33	30
02/20/21	4:55 AM	2	0	0	1	1	0	0	0	0	0	0	0	15	19	15
02/20/21	5:00 AM	2	0	0	1	0	1	0	0	0	0	0	0	20	21	20
02/20/21	5:05 AM	4	0	0	0	2	2	0	0	0	0	0	0	20	23	23
02/20/21	5:10 AM	2	0	0	0	1	0	0	1	0	0	0	0	30	33	30
02/20/21	5:20 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	23	20
02/20/21	5:30 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	25	20
02/20/21	5:35 AM	3	0	0	2	1	0	0	0	0	0	0	0	13	19	15
02/20/21	5:50 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	23	20
02/20/21	6:10 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	24	23
02/20/21	6:20 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	23	20
02/20/21	6:30 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	18	15
02/20/21	6:50 AM	3	0	0	0	0	2	1	0	0	0	0	0	23	29	25
02/20/21	7:10 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	17	18
02/20/21	7:15 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	22	23
02/20/21	8:05 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	16	15
02/20/21	8:10 AM	4	0	0	1	3	0	0	0	0	0	0	0	17	19	19
02/20/21	8:20 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	29	25
02/20/21	8:30 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	26	25
02/20/21	8:45 AM	2	0	0	0	1	0	1	0	0	0	0	0	25	30	25
02/20/21	8:50 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	17	15
02/20/21	8:55 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	17	15
02/20/21	9:00 AM	4	0	0	0	1	2	1	0	0	0	0	0	23	26	25
02/20/21	9:10 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	24	20
02/20/21	9:15 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	24	20
02/20/21	9:20 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	18	15
02/20/21	9:30 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	19	15
02/20/21	9:45 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	25	20
02/20/21	9:50 AM	3	0	0	1	2	0	0	0	0	0	0	0	15	17	18
02/20/21	9:55 AM	4	0	0	0	2	2	0	0	0	0	0	0	20	23	23
02/20/21	10:00 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	26	25
02/20/21	10:05 AM	4	0	0	1	1	1	1	0	0	0	0	0	20	27	25
02/20/21	10:15 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	23	23

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/20/21	10:25 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	25	20
02/20/21	10:30 AM	4	0	0	0	1	1	1	0	0	1	0	0	25	45	40
02/20/21	10:40 AM	4	0	0	0	3	1	0	0	0	0	0	0	19	22	20
02/20/21	10:45 AM	7	0	0	1	3	3	0	0	0	0	0	0	19	25	22
02/20/21	10:50 AM	4	0	0	2	2	0	0	0	0	0	0	0	15	20	18
02/20/21	10:55 AM	7	0	0	0	2	4	1	0	0	0	0	0	22	27	24
02/20/21	11:00 AM	6	0	0	1	4	1	0	0	0	0	0	0	18	21	20
02/20/21	11:05 AM	4	0	0	0	1	2	1	0	0	0	0	0	23	28	25
02/20/21	11:10 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	28	25
02/20/21	11:15 AM	5	0	0	0	0	5	0	0	0	0	0	0	22	25	24
02/20/21	11:20 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	18	15
02/20/21	11:25 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	18	18
02/20/21	11:30 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	19	18
02/20/21	11:35 AM	3	0	0	0	0	1	2	0	0	0	0	0	25	27	28
02/20/21	11:45 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	26	25
02/20/21	11:50 AM	4	0	0	0	1	1	2	0	0	0	0	0	25	28	28
02/20/21	11:55 AM	5	0	0	1	1	2	1	0	0	0	0	0	20	27	25
02/20/21	12:00 PM	5	0	0	0	2	1	1	1	0	0	0	0	20	31	30
02/20/21	12:10 PM	2	0	0	0	1	1	0	0	0	0	0	0	20	24	20
02/20/21	12:15 PM	9	0	0	1	1	5	2	0	0	0	0	0	22	29	25
02/20/21	12:20 PM	9	0	0	0	4	4	0	1	0	0	0	0	20	35	24
02/20/21	12:25 PM	4	0	0	1	2	1	0	0	0	0	0	0	18	21	20
02/20/21	12:30 PM	17	0	0	2	9	5	1	0	0	0	0	0	19	26	23
02/20/21	12:35 PM	4	0	0	0	1	3	0	0	0	0	0	0	22	23	24
02/20/21	12:40 PM	7	0	0	0	3	2	2	0	0	0	0	0	20	29	25
02/20/21	12:45 PM	16	0	0	1	7	7	1	0	0	0	0	0	20	26	24
02/20/21	12:50 PM	4	0	0	0	1	3	0	0	0	0	0	0	22	24	24
02/20/21	12:55 PM	9	0	0	0	4	3	1	0	1	0	0	0	20	39	25
02/20/21	1:00 PM	3	0	0	1	0	2	0	0	0	0	0	0	20	22	23
02/20/21	1:05 PM	2	0	0	0	1	0	1	0	0	0	0	0	25	26	25
02/20/21	1:10 PM	1	0	0	0	1	0	0	0	0	0	0	0	15	17	15
02/20/21	1:15 PM	13	0	0	1	1	7	3	1	0	0	0	0	23	31	29
02/20/21	1:20 PM	1	0	0	0	1	0	0	0	0	0	0	0	15	17	15
02/20/21	1:25 PM	9	0	0	0	4	3	2	0	0	0	0	0	20	27	25
02/20/21	1:30 PM	7	0	0	0	3	3	1	0	0	0	0	0	20	26	24
02/20/21	1:35 PM	10	0	0	0	3	3	3	1	0	0	0	0	24	31	29

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/20/21	1:40 PM	4	0	0	1	1	1	1	0	0	0	0	0	20	26	25
02/20/21	1:45 PM	7	0	0	1	2	3	1	0	0	0	0	0	20	27	24
02/20/21	1:50 PM	18	0	1	0	4	8	3	2	0	0	0	0	23	32	29
02/20/21	1:55 PM	10	0	0	0	3	5	2	0	0	0	0	0	22	26	25
02/20/21	2:00 PM	7	0	0	0	2	3	1	1	0	0	0	0	22	31	25
02/20/21	2:05 PM	5	0	0	0	0	2	3	0	0	0	0	0	25	29	29
02/20/21	2:10 PM	13	0	0	0	4	8	1	0	0	0	0	0	22	26	25
02/20/21	2:15 PM	14	0	0	1	2	8	2	1	0	0	0	0	23	31	25
02/20/21	2:20 PM	6	0	0	1	4	0	1	0	0	0	0	0	18	27	25
02/20/21	2:25 PM	5	0	0	1	1	2	0	1	0	0	0	0	20	34	30
02/20/21	2:30 PM	7	0	0	1	1	1	4	0	0	0	0	0	25	29	28
02/20/21	2:35 PM	26	0	0	0	4	17	4	1	0	0	0	0	23	31	27
02/20/21	2:40 PM	15	0	0	1	2	7	4	1	0	0	0	0	23	31	28
02/20/21	2:45 PM	8	0	0	0	2	5	1	0	0	0	0	0	22	28	24
02/20/21	2:50 PM	11	0	0	1	1	7	2	0	0	0	0	0	23	29	25
02/20/21	2:55 PM	14	0	0	0	3	9	2	0	0	0	0	0	23	27	25
02/20/21	3:00 PM	4	0	0	2	1	1	0	0	0	0	0	0	15	23	20
02/20/21	3:05 PM	9	0	0	0	0	7	2	0	0	0	0	0	23	28	25
02/20/21	3:10 PM	9	0	0	0	2	4	3	0	0	0	0	0	23	30	27
02/20/21	3:15 PM	8	0	0	0	5	1	2	0	0	0	0	0	19	26	25
02/20/21	3:20 PM	7	0	0	0	0	1	3	3	0	0	0	0	29	32	32
02/20/21	3:25 PM	11	0	0	0	1	9	1	0	0	0	0	0	23	28	25
02/20/21	3:30 PM	4	0	0	0	0	3	0	1	0	0	0	0	24	31	30
02/20/21	3:35 PM	6	0	0	0	1	2	1	2	0	0	0	0	25	32	33
02/20/21	3:40 PM	11	0	0	1	0	6	1	3	0	0	0	0	24	33	32
02/20/21	3:45 PM	10	0	2	1	1	5	0	1	0	0	0	0	21	31	24
02/20/21	3:50 PM	6	0	0	0	2	2	1	1	0	0	0	0	23	31	30
02/20/21	3:55 PM	8	0	0	0	2	3	2	0	1	0	0	0	24	37	28
02/20/21	4:00 PM	1	0	0	0	0	1	0	0	0	0	0	0	20	24	20
02/20/21	4:05 PM	11	0	0	2	2	5	2	0	0	0	0	0	21	28	25
02/20/21	4:10 PM	9	0	0	0	5	4	0	0	0	0	0	0	19	21	23
02/20/21	4:15 PM	12	0	0	0	0	1	9	2	0	0	0	0	28	34	30
02/20/21	4:20 PM	5	0	0	0	3	0	1	1	0	0	0	0	19	31	30
02/20/21	4:25 PM	8	0	0	1	2	1	4	0	0	0	0	0	25	28	28
02/20/21	4:30 PM	13	0	0	0	0	5	7	1	0	0	0	0	26	34	30
02/20/21	4:35 PM	10	0	0	0	1	4	2	3	0	0	0	0	25	33	32

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/20/21	4:40 PM	5	0	0	0	0	1	3	1	0	0	0	0	27	33	30
02/20/21	4:45 PM	3	0	0	0	0	0	2	1	0	0	0	0	28	34	30
02/20/21	4:50 PM	9	0	0	0	2	4	2	0	1	0	0	0	23	36	28
02/20/21	4:55 PM	14	0	1	3	1	5	4	0	0	0	0	0	22	29	27
02/20/21	5:00 PM	10	0	3	2	1	2	1	0	1	0	0	0	15	37	25
02/20/21	5:05 PM	11	0	0	0	3	6	2	0	0	0	0	0	22	29	25
02/20/21	5:10 PM	9	0	0	0	3	3	3	0	0	0	0	0	22	28	27
02/20/21	5:15 PM	11	0	0	0	3	5	2	1	0	0	0	0	22	31	28
02/20/21	5:20 PM	14	0	0	0	4	7	3	0	0	0	0	0	23	28	25
02/20/21	5:25 PM	19	0	0	4	3	6	3	0	1	1	1	0	22	46	35
02/20/21	5:30 PM	1	0	0	0	0	0	1	0	0	0	0	0	25	29	25
02/20/21	5:35 PM	9	0	0	0	5	2	1	1	0	0	0	0	19	32	25
02/20/21	5:40 PM	18	0	0	3	4	10	1	0	0	0	0	0	21	26	24
02/20/21	5:45 PM	4	0	0	0	0	1	3	0	0	0	0	0	27	29	29
02/20/21	5:50 PM	6	0	0	0	1	3	1	1	0	0	0	0	24	31	30
02/20/21	5:55 PM	14	0	0	1	4	8	1	0	0	0	0	0	22	26	24
02/20/21	6:00 PM	26	0	0	2	6	17	1	0	0	0	0	0	22	27	25
02/20/21	6:05 PM	9	0	0	0	3	6	0	0	0	0	0	0	21	24	24
02/20/21	6:10 PM	7	0	0	0	3	2	1	1	0	0	0	0	20	34	25
02/20/21	6:15 PM	8	0	0	0	1	5	2	0	0	0	0	0	23	28	25
02/20/21	6:20 PM	7	0	0	0	2	2	3	0	0	0	0	0	23	28	27
02/20/21	6:25 PM	7	0	0	0	3	1	2	0	0	1	0	0	20	42	28
02/20/21	6:30 PM	6	0	0	1	0	4	1	0	0	0	0	0	23	27	25
02/20/21	6:35 PM	11	0	0	2	4	3	2	0	0	0	0	0	19	30	25
02/20/21	6:40 PM	2	0	0	0	0	2	0	0	0	0	0	0	23	25	23
02/20/21	6:45 PM	12	0	0	0	0	8	4	0	0	0	0	0	24	29	28
02/20/21	6:50 PM	23	0	0	0	7	11	5	0	0	0	0	0	22	27	26
02/20/21	6:55 PM	14	0	0	1	3	9	1	0	0	0	0	0	22	28	24
02/20/21	7:00 PM	12	0	0	0	10	2	0	0	0	0	0	0	18	24	20
02/20/21	7:05 PM	7	0	0	2	1	1	3	0	0	0	0	0	20	27	27
02/20/21	7:10 PM	20	0	0	1	2	9	8	0	0	0	0	0	24	30	29
02/20/21	7:15 PM	17	0	0	0	5	8	3	1	0	0	0	0	22	33	27
02/20/21	7:20 PM	8	0	0	1	4	2	0	0	1	0	0	0	19	38	23
02/20/21	7:25 PM	8	0	1	0	2	3	2	0	0	0	0	0	22	27	25
02/20/21	7:30 PM	9	0	0	1	4	2	2	0	0	0	0	0	19	27	25
02/20/21	7:35 PM	10	0	0	1	3	2	2	2	0	0	0	0	23	31	30

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/20/21	7:40 PM	15	0	0	1	8	4	1	1	0	0	0	0	19	31	24
02/20/21	7:45 PM	16	0	0	0	7	9	0	0	0	0	0	0	21	25	24
02/20/21	7:50 PM	12	0	0	2	6	4	0	0	0	0	0	0	19	25	23
02/20/21	7:55 PM	14	0	0	1	6	6	1	0	0	0	0	0	20	29	24
02/20/21	8:00 PM	14	0	0	0	5	2	5	2	0	0	0	0	25	35	29
02/20/21	8:05 PM	15	0	0	2	1	8	4	0	0	0	0	0	23	30	27
02/20/21	8:10 PM	8	0	0	0	4	4	0	0	0	0	0	0	20	25	23
02/20/21	8:15 PM	11	0	0	2	2	2	4	1	0	0	0	0	23	32	29
02/20/21	8:20 PM	12	0	0	1	4	5	2	0	0	0	0	0	21	28	25
02/20/21	8:25 PM	10	0	0	2	2	4	2	0	0	0	0	0	22	26	25
02/20/21	8:30 PM	14	0	0	1	2	7	4	0	0	0	0	0	23	27	27
02/20/21	8:35 PM	5	0	0	1	0	3	1	0	0	0	0	0	22	26	25
02/20/21	8:40 PM	11	0	0	1	3	7	0	0	0	0	0	0	21	25	24
02/20/21	8:45 PM	14	0	0	0	3	5	5	1	0	0	0	0	24	31	28
02/20/21	8:50 PM	12	0	0	0	2	5	3	2	0	0	0	0	24	35	30
02/20/21	8:55 PM	16	0	0	4	5	6	1	0	0	0	0	0	19	26	24
02/20/21	9:00 PM	11	0	0	0	3	6	0	2	0	0	0	0	22	33	30
02/20/21	9:05 PM	12	0	0	0	4	5	3	0	0	0	0	0	22	30	27
02/20/21	9:10 PM	5	0	0	1	4	0	0	0	0	0	0	0	17	20	19
02/20/21	9:15 PM	24	0	0	2	8	13	1	0	0	0	0	0	21	26	24
02/20/21	9:20 PM	19	0	0	0	5	10	4	0	0	0	0	0	22	29	27
02/20/21	9:25 PM	10	0	0	0	6	3	1	0	0	0	0	0	20	26	24
02/20/21	9:30 PM	16	0	0	5	6	4	1	0	0	0	0	0	18	26	23
02/20/21	9:35 PM	8	0	0	0	1	4	3	0	0	0	0	0	24	28	27
02/20/21	9:40 PM	8	0	0	1	4	2	1	0	0	0	0	0	19	27	23
02/20/21	9:45 PM	9	0	1	0	2	4	1	1	0	0	0	0	22	31	25
02/20/21	9:50 PM	4	0	0	0	1	2	1	0	0	0	0	0	23	26	25
02/20/21	9:55 PM	17	0	0	0	5	12	0	0	0	0	0	0	22	25	24
02/20/21	10:00 PM	11	0	0	0	5	3	2	1	0	0	0	0	20	31	28
02/20/21	10:05 PM	10	0	0	1	2	5	2	0	0	0	0	0	22	30	25
02/20/21	10:10 PM	8	0	0	0	3	1	4	0	0	0	0	0	25	27	28
02/20/21	10:15 PM	10	0	0	0	5	5	0	0	0	0	0	0	20	25	23
02/20/21	10:20 PM	7	0	0	0	1	5	1	0	0	0	0	0	22	26	24
02/20/21	10:25 PM	6	0	0	2	2	2	0	0	0	0	0	0	18	25	23
02/20/21	10:30 PM	2	0	0	1	0	0	1	0	0	0	0	0	25	28	25
02/20/21	10:35 PM	8	0	0	0	2	5	1	0	0	0	0	0	22	28	24

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/20/21	10:40 PM	3	0	0	1	2	0	0	0	0	0	0	0	15	19	18
02/20/21	10:45 PM	10	0	0	0	5	4	1	0	0	0	0	0	20	29	24
02/20/21	10:50 PM	10	0	0	0	1	6	3	0	0	0	0	0	24	30	27
02/20/21	10:55 PM	2	0	0	0	2	0	0	0	0	0	0	0	18	20	18
02/20/21	11:00 PM	4	0	0	0	0	3	1	0	0	0	0	0	24	30	25
02/20/21	11:05 PM	15	0	0	2	6	5	2	0	0	0	0	0	20	27	24
02/20/21	11:10 PM	15	0	0	1	3	6	4	1	0	0	0	0	23	31	28
02/20/21	11:15 PM	12	0	0	2	5	3	2	0	0	0	0	0	19	27	25
02/20/21	11:20 PM	7	0	0	0	4	3	0	0	0	0	0	0	19	25	22
02/20/21	11:25 PM	2	0	0	1	0	1	0	0	0	0	0	0	20	25	20
02/20/21	11:30 PM	8	0	0	0	0	7	1	0	0	0	0	0	23	27	25
02/20/21	11:35 PM	5	0	0	0	2	2	1	0	0	0	0	0	20	26	25
02/20/21	11:40 PM	8	0	0	2	1	4	0	1	0	0	0	0	22	32	24
02/20/21	11:45 PM	6	0	0	1	3	2	0	0	0	0	0	0	19	23	23
02/20/21	11:50 PM	6	0	0	0	1	4	1	0	0	0	0	0	23	26	25
02/20/21	11:55 PM	5	0	0	0	3	0	1	1	0	0	0	0	19	34	30
02/21/21	12:00 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	29	25
02/21/21	12:05 AM	6	0	0	1	0	4	1	0	0	0	0	0	23	26	25
02/21/21	12:10 AM	21	0	0	0	7	11	3	0	0	0	0	0	22	29	25
02/21/21	12:15 AM	6	0	0	0	0	6	0	0	0	0	0	0	23	24	25
02/21/21	12:20 AM	8	0	0	0	3	5	0	0	0	0	0	0	21	24	23
02/21/21	12:25 AM	9	0	0	3	3	0	1	1	0	1	0	0	17	41	30
02/21/21	12:35 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	21	20
02/21/21	12:40 AM	4	0	0	0	2	2	0	0	0	0	0	0	20	25	23
02/21/21	12:45 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	19	18
02/21/21	12:50 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	17	15
02/21/21	12:55 AM	8	0	0	2	2	4	0	0	0	0	0	0	20	24	23
02/21/21	1:00 AM	7	0	0	4	2	1	0	0	0	0	0	0	14	24	18
02/21/21	1:05 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	18	18
02/21/21	1:10 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	25	20
02/21/21	1:15 AM	5	0	0	0	1	2	2	0	0	0	0	0	23	28	28
02/21/21	1:20 AM	4	0	0	0	2	2	0	0	0	0	0	0	20	25	23
02/21/21	1:25 AM	7	0	0	0	1	6	0	0	0	0	0	0	22	25	24
02/21/21	1:30 AM	4	0	0	0	2	2	0	0	0	0	0	0	20	23	23
02/21/21	1:35 AM	3	0	0	0	0	3	0	0	0	0	0	0	22	25	24
02/21/21	1:40 AM	7	0	0	1	2	3	1	0	0	0	0	0	20	26	24

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/21/21	1:45 AM	14	0	0	5	5	3	1	0	0	0	0	0	17	28	22
02/21/21	1:50 AM	12	0	0	1	5	6	0	0	0	0	0	0	20	25	24
02/21/21	1:55 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	23	20
02/21/21	2:00 AM	6	0	0	0	2	4	0	0	0	0	0	0	22	25	24
02/21/21	2:05 AM	7	0	0	0	3	4	0	0	0	0	0	0	20	25	23
02/21/21	2:10 AM	7	0	0	1	5	1	0	0	0	0	0	0	17	21	19
02/21/21	2:20 AM	5	0	0	0	1	4	0	0	0	0	0	0	22	25	24
02/21/21	2:40 AM	4	0	0	0	2	2	0	0	0	0	0	0	20	24	23
02/21/21	2:45 AM	5	0	0	0	2	2	1	0	0	0	0	0	20	27	25
02/21/21	2:55 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	24	20
02/21/21	3:00 AM	5	0	0	0	2	3	0	0	0	0	0	0	20	25	24
02/21/21	3:05 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	25	20
02/21/21	3:10 AM	2	0	0	0	1	0	0	1	0	0	0	0	30	31	30
02/21/21	3:15 AM	6	0	0	1	1	2	1	1	0	0	0	0	23	32	30
02/21/21	3:25 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	24	23
02/21/21	3:35 AM	6	0	0	0	2	3	1	0	0	0	0	0	22	27	25
02/21/21	3:40 AM	1	0	0	1	0	0	0	0	0	0	0	0	10	12	10
02/21/21	3:45 AM	4	0	0	0	2	2	0	0	0	0	0	0	20	24	23
02/21/21	3:50 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	17	15
02/21/21	4:05 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	24	23
02/21/21	4:15 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	18	18
02/21/21	4:25 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	19	15
02/21/21	4:50 AM	2	0	0	1	1	0	0	0	0	0	0	0	15	19	15
02/21/21	5:05 AM	3	0	0	1	1	1	0	0	0	0	0	0	15	22	20
02/21/21	5:10 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	23	20
02/21/21	5:45 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	18	15
02/21/21	5:55 AM	4	0	0	0	3	0	1	0	0	0	0	0	19	27	25
02/21/21	6:00 AM	3	0	0	1	1	1	0	0	0	0	0	0	15	24	20
02/21/21	6:30 AM	2	0	0	1	1	0	0	0	0	0	0	0	15	19	15
02/21/21	6:35 AM	1	0	0	0	0	0	0	1	0	0	0	0	30	34	30
02/21/21	6:55 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	19	15
02/21/21	7:05 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	18	15
02/21/21	7:20 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	23	23
02/21/21	7:25 AM	3	0	0	1	0	2	0	0	0	0	0	0	20	24	23
02/21/21	7:30 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	20	15
02/21/21	7:35 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	30	25

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/21/21	7:40 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	21	20
02/21/21	7:45 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	23	23
02/21/21	7:50 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	27	25
02/21/21	8:10 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	22	20
02/21/21	8:20 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	21	20
02/21/21	8:40 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	16	15
02/21/21	8:50 AM	2	0	0	0	1	0	1	0	0	0	0	0	25	26	25
02/21/21	9:15 AM	6	0	0	1	4	0	1	0	0	0	0	0	18	27	25
02/21/21	9:25 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	18	15
02/21/21	9:45 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	21	20
02/21/21	9:50 AM	2	0	0	0	1	0	1	0	0	0	0	0	25	26	25
02/21/21	9:55 AM	4	0	0	0	0	4	0	0	0	0	0	0	23	25	24
02/21/21	10:00 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	20	15
02/21/21	10:05 AM	3	0	0	0	2	1	0	0	0	0	0	0	18	23	20
02/21/21	10:10 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	24	20
02/21/21	10:15 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	22	20
02/21/21	10:20 AM	2	0	0	0	0	2	0	0	0	0	0	0	23	23	23
02/21/21	10:25 AM	4	0	0	0	1	3	0	0	0	0	0	0	22	25	24
02/21/21	10:35 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	17	18
02/21/21	10:40 AM	3	0	0	0	3	0	0	0	0	0	0	0	17	18	19
02/21/21	10:45 AM	1	0	0	0	1	0	0	0	0	0	0	0	15	20	15
02/21/21	10:55 AM	3	0	0	0	0	2	0	0	1	0	0	0	23	39	35
02/21/21	11:00 AM	2	0	0	0	2	0	0	0	0	0	0	0	18	20	18
02/21/21	11:10 AM	2	0	0	0	1	1	0	0	0	0	0	0	20	24	20
02/21/21	11:15 AM	3	0	0	0	1	1	0	1	0	0	0	0	20	32	30
02/21/21	11:25 AM	4	0	0	0	1	3	0	0	0	0	0	0	22	25	24
02/21/21	11:30 AM	1	0	0	0	0	1	0	0	0	0	0	0	20	22	20
02/21/21	11:45 AM	3	0	0	0	1	2	0	0	0	0	0	0	20	23	23
02/21/21	11:50 AM	2	0	0	0	0	1	1	0	0	0	0	0	25	28	25
02/21/21	11:55 AM	3	0	0	0	1	1	1	0	0	0	0	0	20	28	25
02/21/21	12:00 PM	4	0	0	0	2	0	0	1	1	0	0	0	30	39	35
02/21/21	12:05 PM	5	0	0	0	2	3	0	0	0	0	0	0	20	23	24
02/21/21	12:10 PM	2	0	0	0	0	2	0	0	0	0	0	0	23	24	23
02/21/21	12:15 PM	7	0	0	0	1	4	1	1	0	0	0	0	23	31	25
02/21/21	12:20 PM	4	0	0	0	2	1	0	1	0	0	0	0	20	34	30
02/21/21	12:25 PM	7	0	1	0	0	2	4	0	0	0	0	0	25	28	28

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/21/21	12:30 PM	6	0	0	1	0	4	1	0	0	0	0	0	23	26	25
02/21/21	12:35 PM	1	0	0	0	0	1	0	0	0	0	0	0	20	25	20
02/21/21	12:40 PM	5	0	0	0	3	1	1	0	0	0	0	0	19	30	25
02/21/21	12:45 PM	9	0	0	1	5	2	1	0	0	0	0	0	18	27	23
02/21/21	12:55 PM	2	0	0	0	0	1	1	0	0	0	0	0	25	29	25
02/21/21	1:05 PM	8	0	1	1	5	1	0	0	0	0	0	0	17	24	19
02/21/21	1:15 PM	7	0	0	0	1	4	2	0	0	0	0	0	23	26	25
02/21/21	1:20 PM	14	0	0	1	3	5	2	3	0	0	0	0	23	32	30
02/21/21	1:25 PM	4	0	0	3	1	0	0	0	0	0	0	0	14	17	15
02/21/21	1:30 PM	12	0	0	1	4	5	1	0	1	0	0	0	21	38	25
02/21/21	1:35 PM	22	0	0	0	4	14	4	0	0	0	0	0	23	29	25
02/21/21	1:40 PM	6	0	0	0	1	4	1	0	0	0	0	0	23	28	25
02/21/21	1:45 PM	11	0	0	0	2	5	4	0	0	0	0	0	23	30	28
02/21/21	1:50 PM	13	0	0	0	5	5	1	2	0	0	0	0	21	33	30
02/21/21	1:55 PM	1	0	0	0	0	1	0	0	0	0	0	0	20	21	20
02/21/21	2:00 PM	12	0	0	0	5	4	2	1	0	0	0	0	22	32	28
02/21/21	2:05 PM	6	0	0	1	2	3	0	0	0	0	0	0	20	23	24
02/21/21	2:10 PM	4	0	0	1	1	2	0	0	0	0	0	0	20	25	23
02/21/21	2:15 PM	7	0	0	0	2	5	0	0	0	0	0	0	21	25	23
02/21/21	2:20 PM	7	0	0	0	2	3	2	0	0	0	0	0	22	30	25
02/21/21	2:25 PM	1	0	1	0	0	0	0	0	0	0	0	0	5	10	5
02/21/21	2:30 PM	6	0	0	2	3	1	0	0	0	0	0	0	17	21	20
02/21/21	2:35 PM	11	0	0	0	6	5	0	0	0	0	0	0	20	24	23
02/21/21	2:40 PM	5	0	0	0	1	2	2	0	0	0	0	0	23	28	28
02/21/21	2:45 PM	8	0	0	1	3	4	0	0	0	0	0	0	20	25	23
02/21/21	2:50 PM	2	0	0	0	1	0	1	0	0	0	0	0	25	27	25
02/21/21	2:55 PM	15	0	0	0	4	9	2	0	0	0	0	0	22	26	25
02/21/21	3:00 PM	12	0	0	0	2	4	6	0	0	0	0	0	25	28	29
02/21/21	3:05 PM	8	0	0	0	1	5	2	0	0	0	0	0	23	26	25
02/21/21	3:10 PM	4	0	0	0	0	1	3	0	0	0	0	0	27	28	29
02/21/21	3:15 PM	12	0	0	0	0	8	4	0	0	0	0	0	24	28	28
02/21/21	3:20 PM	3	0	0	1	1	1	0	0	0	0	0	0	15	25	20
02/21/21	3:25 PM	8	0	0	1	2	4	1	0	0	0	0	0	22	29	24
02/21/21	3:30 PM	16	0	0	0	8	6	2	0	0	0	0	0	20	27	25
02/21/21	3:35 PM	4	0	0	0	2	1	0	0	1	0	0	0	20	36	35
02/21/21	3:40 PM	9	0	0	0	3	4	1	1	0	0	0	0	22	32	25

1st Ave Radar Statistics

02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/21/21	3:45 PM	11	0	1	0	2	3	5	0	0	0	0	0	24	30	28
02/21/21	3:50 PM	14	0	0	1	3	6	4	0	0	0	0	0	23	28	27
02/21/21	3:55 PM	11	0	0	0	3	7	1	0	0	0	0	0	22	26	25
02/21/21	4:00 PM	4	0	0	0	2	2	0	0	0	0	0	0	20	24	23
02/21/21	4:05 PM	14	0	0	0	7	5	2	0	0	0	0	0	20	28	24
02/21/21	4:10 PM	6	0	0	0	0	5	1	0	0	0	0	0	23	26	25
02/21/21	4:15 PM	6	0	0	0	2	3	1	0	0	0	0	0	22	30	25
02/21/21	4:20 PM	9	0	0	0	3	5	1	0	0	0	0	0	21	26	24
02/21/21	4:25 PM	2	0	0	0	1	1	0	0	0	0	0	0	20	22	20
02/21/21	4:30 PM	5	0	1	0	1	1	2	0	0	0	0	0	20	28	28
02/21/21	4:35 PM	10	0	0	1	4	4	1	0	0	0	0	0	20	26	24
02/21/21	4:40 PM	15	0	1	0	3	10	1	0	0	0	0	0	22	30	24
02/21/21	4:45 PM	11	0	0	0	6	3	2	0	0	0	0	0	20	27	25
02/21/21	4:50 PM	19	0	0	0	6	9	3	1	0	0	0	0	22	33	27
02/21/21	4:55 PM	11	0	0	1	4	2	3	1	0	0	0	0	20	31	29
02/21/21	5:00 PM	14	0	0	1	3	7	3	0	0	0	0	0	23	28	25
02/21/21	5:05 PM	17	0	0	0	3	11	2	1	0	0	0	0	23	31	25
02/21/21	5:10 PM	14	0	0	0	7	3	3	1	0	0	0	0	20	31	27
02/21/21	5:15 PM	11	0	0	2	0	8	1	0	0	0	0	0	22	27	25
02/21/21	5:20 PM	5	0	0	1	1	2	1	0	0	0	0	0	20	26	25
02/21/21	5:25 PM	12	0	0	0	1	9	2	0	0	0	0	0	23	26	25
02/21/21	5:30 PM	11	0	0	1	3	5	2	0	0	0	0	0	21	28	25
02/21/21	5:35 PM	5	0	0	0	2	1	1	1	0	0	0	0	20	33	30
02/21/21	5:40 PM	8	0	0	0	2	5	1	0	0	0	0	0	22	26	24
02/21/21	5:45 PM	13	0	0	1	5	5	1	1	0	0	0	0	20	34	25
02/21/21	5:50 PM	7	0	0	3	1	2	0	0	0	1	0	0	15	45	23
02/21/21	5:55 PM	13	0	0	0	2	9	1	1	0	0	0	0	23	34	25
02/21/21	6:00 PM	16	0	0	1	2	9	4	0	0	0	0	0	23	27	27
02/21/21	6:05 PM	5	0	2	0	2	1	0	0	0	0	0	0	15	22	20
02/21/21	6:10 PM	13	0	0	1	4	4	1	3	0	0	0	0	22	34	32
02/21/21	6:15 PM	20	0	0	0	4	9	7	0	0	0	0	0	24	28	28
02/21/21	6:20 PM	19	0	0	1	7	6	5	0	0	0	0	0	21	26	27
02/21/21	6:25 PM	11	0	0	0	2	5	0	4	0	0	0	0	23	35	33
02/21/21	6:30 PM	13	0	0	1	5	5	2	0	0	0	0	0	20	26	25
02/21/21	6:35 PM	12	0	0	2	3	7	0	0	0	0	0	0	21	25	24
02/21/21	6:40 PM	5	0	0	0	2	3	0	0	0	0	0	0	20	25	24

1st Ave Radar Statistics
02/17/2021-02/21/2021

Date	Time	Total	0 5	6 10	11 15	16 20	21 25	26 30	31 35	36 40	40 45	46 50	51 55	Median	Max	85th%
02/21/21	6:45 PM	12	0	0	2	3	5	2	0	0	0	0	0	21	28	25
02/21/21	6:50 PM	21	0	0	0	6	9	4	2	0	0	0	0	23	31	28
02/21/21	6:55 PM	5	0	0	0	2	2	1	0	0	0	0	0	20	27	25
02/21/21	7:00 PM	13	0	0	0	4	9	0	0	0	0	0	0	22	25	24
02/21/21	7:05 PM	10	0	0	0	2	4	1	1	2	0	0	0	24	39	35
02/21/21	7:10 PM	13	0	0	1	6	2	3	1	0	0	0	0	20	34	29
02/21/21	7:15 PM	10	0	0	0	3	6	1	0	0	0	0	0	22	26	25
02/21/21	7:20 PM	9	0	0	0	4	2	2	1	0	0	0	0	20	31	28
02/21/21	7:25 PM	12	0	0	0	4	8	0	0	0	0	0	0	22	25	24
02/21/21	7:30 PM	12	0	0	0	3	8	1	0	0	0	0	0	22	27	25
02/21/21	7:35 PM	12	0	0	0	0	9	2	1	0	0	0	0	24	33	28
02/21/21	7:40 PM	7	0	0	0	2	4	1	0	0	0	0	0	22	26	24
02/21/21	7:45 PM	14	0	0	0	1	9	3	1	0	0	0	0	24	32	27
02/21/21	7:50 PM	6	0	0	0	1	5	0	0	0	0	0	0	22	22	24
02/21/21	7:55 PM	14	0	0	0	1	10	3	0	0	0	0	0	23	28	25
02/21/21	8:00 PM	6	0	0	0	0	5	1	0	0	0	0	0	23	27	25
02/21/21	8:05 PM	11	0	0	0	3	5	3	0	0	0	0	0	22	28	27
02/21/21	8:10 PM	11	0	0	0	2	5	3	1	0	0	0	0	23	31	29
02/21/21	8:15 PM	23	0	0	1	5	9	8	0	0	0	0	0	23	29	28
02/21/21	8:20 PM	1	0	0	0	0	1	0	0	0	0	0	0	20	21	20
		8,284	0	38	439	2,469	3,730	1,327	225	40	10	5	1			