



# CITY OF SWEET HOME CITY COUNCIL AGENDA

October 26, 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.

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## Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 541-367-5128, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: 226 531 982#. The phone lines will open 15 minutes prior to the meeting start time.

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

## Call to Order and Pledge of Allegiance

### Roll Call

### Consent Agenda:

Approval of Minutes:

- a) [2021-10-12 City Council Minutes \(pg. 3\)](#)

### Recognition of Visitors and Hearing of Petitions:

- a) Police Department Swearing In Ceremony

### Old Business:

- a) [Request for Council Action - Intergovernmental Agreement for ODOT US 20/OR 228 ADA Curb Ramps Project and Presentation on Current ODOT Projects \(pg. 7\)](#)
- b) [Request for Council Action - Intergovernmental Agreement for ODOT US 20 53rd – 60th Avenue Sidewalk Project \(pg. 21\)](#)

### New Business:

- a) [Request for Council Action - Resolution No. 25 for 2021 - Library Advisory Board Recommendations to Temporarily Wave Late Book Fees \(pg. 41\)](#)
- b) [Request for Council Action - Resolution No. 26 for 2021 - A Resolution Adopting a Year-End Supplemental Budget for 2021 \(pg. 44\)](#)

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*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.*

- c) [Discussion Only - Rural Development Initiatives Youth Leadership Development Program \(pg. 49\)](#)
- d) [Fiscal 2022 1st Quarter Financial Update \(pg. 55\)](#)

**Ordinance Bills**

Request for Council Action and First Reading of Ordinance Bills

- a) [Request for Council Action - Amended Beekeeping Ordinance \(pg. 59\)](#)

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) [September 2021 Monthly Report \(pg. 62\)](#)

Police Chief

- a) [Police Department Monthly Report \(pg. 73\)](#)

City Attorney

**Council Business for Good of the Order**

**Adjournment**



# CITY OF SWEET HOME CITY COUNCIL MINUTES

October 12, 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

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## Call to Order and Pledge of Allegiance

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

Mayor Mahler stated masks are being provided to the public and asked that everyone wear one to avoid unnecessary OSHA fines.

A statement was read explaining how to participate in the meeting for those joining online or via phone.

## Roll Call

### PRESENT

Mayor Greg Mahler  
President Pro Tem Diane Gerson  
Councilor Dave Trask  
Councilor Susan Coleman  
Councilor Angelita Sanchez (phone)

### ABSENT

Councilor Lisa Gourley  
Councilor Dylan Richards

### STAFF

Community and Economic Development Director Blair Larsen  
Finance Director Brandon Neish  
Communications Specialist Lagea Mull  
Administrative Services Manager Julie Fisher  
City Attorney Robert Snyder  
Library Services Director Megan Dazey (online)

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Public Works Director Greg Springman (online)  
Police Chief Jeff Lynn (online)  
Staff Engineer Joe Graybill  
City Manager Ray Towry (online)

**MEDIA**

Benny Wolcott, The New Era

Motion to approve the absence of Councilor Gourley and Richards from the meeting.

Motion made by President Pro Tem Gerson, Seconded by Councilor Sanchez.

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

**Consent Agenda:**

Motion to approve the Consent Agenda.

Motion made by Councilor Trask, Seconded by Councilor Coleman.

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

Approval of Minutes:

- a) 2021-09-28 City Council - WS
- b) 2021-09-28 City Council Minutes

**Recognition of Visitors and Hearing of Petitions:**

None

**Old Business:**

None

**New Business:**

- a) Presentation on Current ODOT Projects  
Brandon Burbank and Christine Hildebrandt, with ODOT, presented an update on the Highway 20 ADA ramp/22<sup>nd</sup> Avenue Pedestrian Safety project and Highway 20 sidewalk project from 53rd to 60th Avenue.  
There was discussion regarding the railroad overhead crossing.
- b) Request for Council Action - Intergovernmental Agreement for ODOT US 20/OR 228 ADA Curb Ramps  
This item was tabled until the next meeting.

**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) 3rd Reading of Ordinance Bill No. 7, Ordinance No. 1299 for Zone Map Amendment Application ZMA21-03  
Ordinance Bill No. 7 for 2021 was read by title only.  
Motion to approve Ordinance Bill No. 7 for 2021 - Ordinance No. 1299

Motion made by President Pro Tem Gerson, Seconded by Councilor Coleman.  
Roll Call Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Coleman, Councilor Sanchez

### **Reports of Committees:**

#### Youth Advisory Council

Councilor Gerson stated she met with the Jr. High principal and discussed the Youth Advisory Council. A YAC meeting is scheduled for next week.

### **Reports of City Officials:**

#### Mayor's Report

Mayor Mahler made a recommendation to Councilors who cannot make the meeting in person to try using MS Teams.

Mayor Mahler stated he appreciated City Staff for all their hard work to make the Harvest Festival a great event. He added some feedback on adding an onsite mobile ATM and additional food and drink vendors.

#### City Manager's Report

Community and Economic Development Director Blair Larsen reported the Harvest Festival was well received and was a great event with no issues for staff. An After Action meeting has been scheduled.

City Manager Ray Towry and CED Director Blair Larsen attended the ICMA Conference in Portland.

CEDD Larsen reported Phase 2 of the Overlay Project began today.

The official RR Crossing Order was received from ODOT for 24th Avenue with Albany Eastern RR. Councilor Trask suggested staff contact Linn County for help in building the crossing. Councilor Gerson requested staff reach out to the railroad regarding the overhead crossing in Foster.

The City received a Housing Needs Analysis Grant.

Staff requested an Administrative, Finance, and Property Committee meeting to review the City Council Rules. The Council will reply to staff with some possible dates.

### **Department Director's Reports**

#### Library Services Director

- a) September 2021 Monthly Report  
A written report was included in the packet.

#### Community and Economic Development Director

- a) September 2021 Monthly Report  
A written report was included in the packet.

#### Public Works Director

- a) September 2021 Monthly Report  
A written report was included in the packet.

**Council Business for Good of the Order**

Councilor Gerson announced Friday from 3pm - 5pm will be the opening of the Showcase Art Gallery.

**Adjournment**

The meeting was adjourned at 7:03 PM.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



# REQUEST FOR COUNCIL ACTION

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**Title:** Intergovernmental Agreement for ODOT US 20/OR 228 ADA Curb Ramps Project and Presentation on Current ODOT Projects

**Preferred Agenda:** October 26, 2021

**Submitted By:** Blair Larsen, Community & Economic Development Director

**Reviewed By:** Ray Towry, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion  Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** N/A

**Towards Council Goal:** Goal 3.2: Community Safety

**Attachments:** Proposed Intergovernmental Agreement US 20/Oregon Route 228 Region2 ADA Curb Ramps  
Plans for Proposed Main Street/22<sup>nd</sup> Avenue Pedestrian Crossing Improvements

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## **Purpose of this RCA:**

The purpose of this RCA is to seek approval for an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) regarding the US 20 / OR 228 ADA Curb Ramps project, which will incorporate pedestrian crossing improvements at the intersection of Main Street (US 20) and 22<sup>nd</sup> Avenue.

## **Background/Context:**

ODOT is methodically working to update ADA ramps to meet current guidelines throughout the state. Sweet home is next on the list, so to speak. Additionally, over the past several years, the City has dealt with several complaints and requests to make the intersection of Main Street and 22<sup>nd</sup> Avenue safer for pedestrians. Because this crossing is within the Main Street right-of-way, it is within ODOT's jurisdiction, and must comply with ODOT requirements. Staff has been working with ODOT to solidify designs. The pedestrian crossing will include an island ("pedestrian refuge") in the middle of Main Street, and a user-activated flashing beacon.

Recently, Councilor Sanchez worked with our state representatives, Representative Cate and Senator Girod, to obtain ARPA funding for this project. Because ODOT is already in the midst of a project in this area, to replace ADA ramps on Main Street, the desired pedestrian improvements have been added to that project. The ARPA funding for the 22<sup>nd</sup> Avenue pedestrian safety project from the state will pass through the City to ODOT to design and construct the improvements.

ODOT's proposed IGA requires the City to maintain any improvements that are within City rights-of-way, and maintain and pay for power to the 22<sup>nd</sup> Avenue pedestrian crossing, which consists of a flashing beacon and a concrete pedestrian refuge in the middle of US 20.

### **The Challenge/Problem:**

Should the City enter into an IGA with ODOT for the construction, future maintenance, and electricity costs of a pedestrian crossing at the intersection of Main Street and 22<sup>nd</sup> Avenue?

### **Stakeholders:**

- Sweet Home City Council – The City Council is responsible for approving agreements with other governmental agencies, and for authorizing the work that will accomplish its goals.
- Sweet Home Residents – Residents deserve pedestrian crossings that are safe for both pedestrians and motorists.
- Sweet Home Staff – Staff work to address residents' concerns and accomplish the Council's goals.
- ODOT– ODOT has jurisdiction over any improvements made within the US 20 right-of-way.

### **Issues and Financial Impacts:**

The construction of the improvements will not require any City funding, however, under the proposed agreement, future maintenance and electricity will be a City responsibility. The City currently pays for street lighting along Main Street, and staff estimate that the flashing beacon will cost no more than a typical streetlight.

### **Elements of a Stable Solution:**

A stable solution includes an approved agreement with ODOT that will improve the safety of the Main Street and 22<sup>nd</sup> Avenue intersection for pedestrians.

### **Options:**

1. Do Nothing – The agreement will not be approved, and ODOT will not construct any pedestrian crossing improvements at the Main Street/22<sup>nd</sup> Avenue intersection.
2. Approve the proposed Intergovernmental Agreement 34892 with ODOT as presented and authorize the City Manager to sign it – Approving the agreement as proposed will allow ODOT to move forward with the project, and construct a new pedestrian crossing.
3. Approve the Intergovernmental Agreement with ODOT with changes and authorize the City Manager to sign it – Approving the agreement with stated changes, if they are acceptable to ODOT, will move the project forward, and ODOT will construct a new pedestrian crossing.

### **Recommendation:**

Staff recommends option 2: Motion to approve the proposed Intergovernmental Agreement 34892 with ODOT as presented and authorize the City Manager to sign it.



**INTERGOVERNMENTAL AGREEMENT**  
**US 20/Oregon Route 228 Region 2 ADA Curb Ramps (Sweet Home)**  
City of Sweet Home

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF SWEET HOME, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. US 20 and Oregon Route 228 (OR 228) are part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. State, by ORS [366.220](#), is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the Agency.
4. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval.
5. Traffic control devices that are a part of the Project will confirm to current State standards and specifications, including but not limited to the Manual on Uniform Traffic Control Devices (MUTCD).

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree to State shall design and construct Americans with Disabilities Act (ADA) compliant ramp improvements at various locations along US 20 and OR 228, hereinafter referred to as "Project." The Project

includes improvement and replacement of existing ADA ramps to meet current guidelines at locations within the limits on the map marked Exhibit A, and specifically at the locations listed on the table marked Exhibit A, Page 2, both by this reference made a part hereof.

2. The Project will be financed at an estimated cost of \$7,993,000.00 in state and federal funds. The estimate for the total Project cost is subject to change. State shall be responsible for any nonparticipating costs, and Project costs beyond the estimate. State and Agency understand any additional funding identified for the Project will require an amendment to this Agreement.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance (and power if applicable) responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within two (2) calendar years following the date of final execution of this Agreement by both Parties.

#### **AGENCY OBLIGATIONS**

1. Agency grants State the right to enter onto Agency's right of way for the performance of duties as set forth in this Agreement.
2. Agency shall contact State's District 4 Permits Office seven (7) working days prior to the commencement of construction or maintenance activities that impact travel lanes of US 20. No lane restrictions, including the bicycle lane, are permitted unless prior approval from State's District 4 Manager, or designee, is provided and as follows:
  - a. No lane restrictions including reduction of travel or bicycle lanes between the hours of 6:00 AM to 9:00 AM and 4:00 PM to 7:00 PM Monday through Friday. No closures on state recognized holidays.

Any deviations from lane restrictions must be requested and approved by State's District 4 Manager. More restrictions to work times may be added if State observes traffic congestion or conditions warrant a change.
3. Agency shall be responsible for and agrees to maintain the Rectangular Rapid Flashing Beacons (RRFBs), median island, signs, pavement markings, and push buttons with its own forces and at its own expense.
4. Agency shall be responsible for 100 percent of power costs associated with the RRFBs installed as a part of this Project. Agency shall require the power company to send invoices directly to Agency,
5. Agency, by execution of this agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within Agency limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any, arising out of the Project covered by the Agreement.

6. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
7. Agency's Project Manager for this Project is Ray Towry, City Manager, City of Sweet Home, 3225 Main Street, Sweet Home, Oregon, 97386; telephone: (541) 367-8969; email: [rtowry@sweethome-or.gov](mailto:rtowry@sweethome-or.gov), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. State shall construct ADA compliant ramp improvements at various locations along US 20 and OR 228 as shown in Exhibit A, and listed in Exhibit A, Pages 2 and 3.
2. State shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
3. State shall be responsible for the costs associated with construction and installation of the Project identified in the Statewide Transportation Improvement Program, as shown in Terms of Agreement, Paragraph 2. Should additional funds become available, State and Agency understand an amendment to this Agreement will be necessary.
4. State shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, Federal-Aid Policy Guide, Code of Federal Regulations (CFR) and the ODOT Right of Way Manual, and Title 23 CFR Part 710 and Title 49 CFR Part 24.
5. Upon Project completion, State shall transfer to Agency any ownership interests State may have obtained along Agency's facilities. The method of conveyance will be determined by the Parties at the time of transfer and will be coordinated by the State's Region 2 Right of Way Manager.
6. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
7. State's Project Manager for this Project is Brennan Burbank, Resident Engineer for Consultant Projects, 455 Airport Road SE, Building B, Salem, Oregon 97301;

telephone: (971) 701-3342; email: [Brennan.burbank@odot.state.or.us](mailto:Brennan.burbank@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## GENERAL PROVISIONS

### 1. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
  - i. 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, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
  - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
  - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as 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>
- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility 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.
- c. Maintenance obligations in this section shall survive termination of this Agreement.
2. This Agreement may be terminated by mutual written consent of both Parties.
3. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
- a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. 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 State or Agency 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.

6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State 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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency 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. State'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 State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State 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 Agency on the one hand and of State 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. Agency'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.
8. 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.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute 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. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of

State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #22391) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

Signature Page Follows

DRAFT

**CITY OF SWEET HOME**, by and through  
its elected officials

By \_\_\_\_\_  
Title:

Date \_\_\_\_\_

By \_\_\_\_\_  
Title:

Date \_\_\_\_\_

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

By \_\_\_\_\_  
Agency's Counsel

Date \_\_\_\_\_

**Agency Contact:**

Ray Towry  
City Manager  
City of Sweet Home  
3225 Main Street  
Sweet Home, Oregon 97386  
(541) 367-8969  
[rtowry@sweethome-or.gov](mailto:rtowry@sweethome-or.gov)

**State Contact:**

Brennan Burbank  
Resident Engineer  
455 Airport Road SE  
Salem, Oregon 97301  
(971) 701-3342  
[Brennan.burbank@odot.state.or.us](mailto:Brennan.burbank@odot.state.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Delivery and Operations Division  
Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

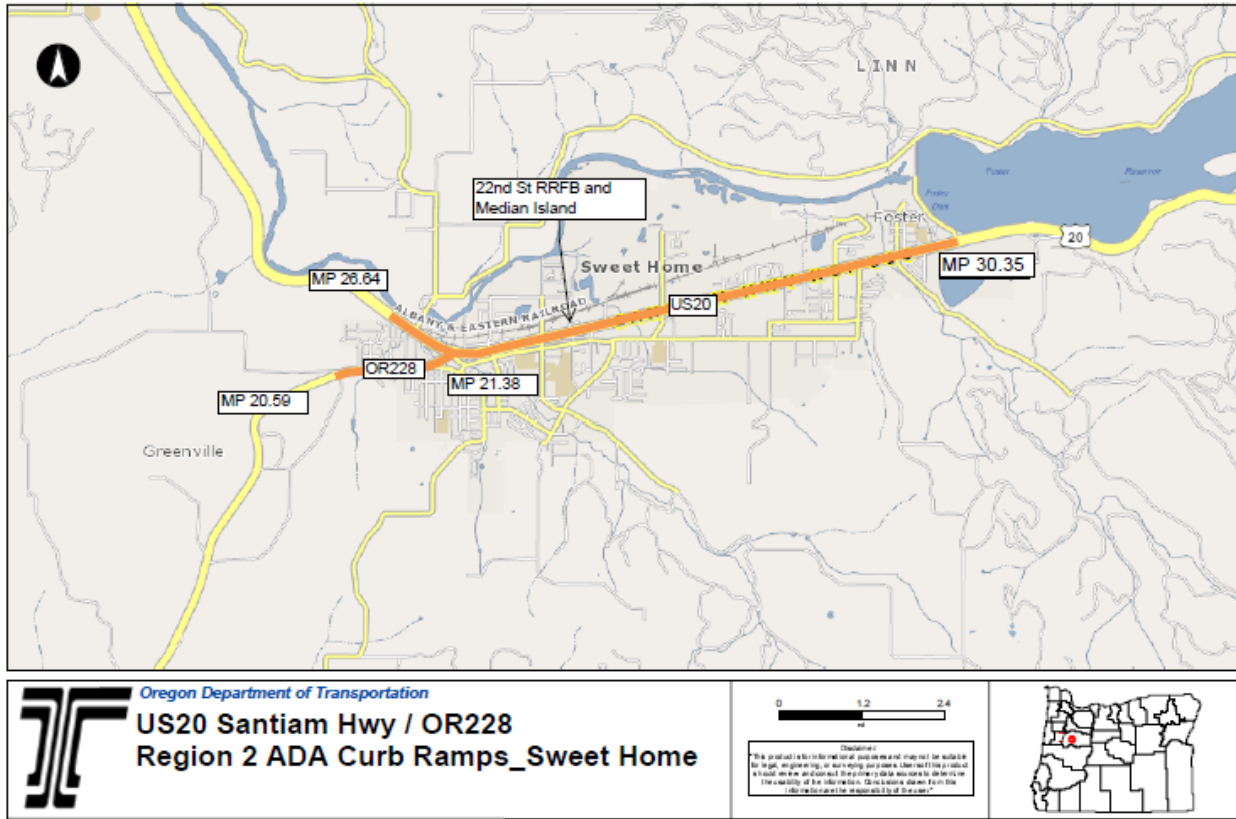
**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_



EXHIBIT A



DRAFT

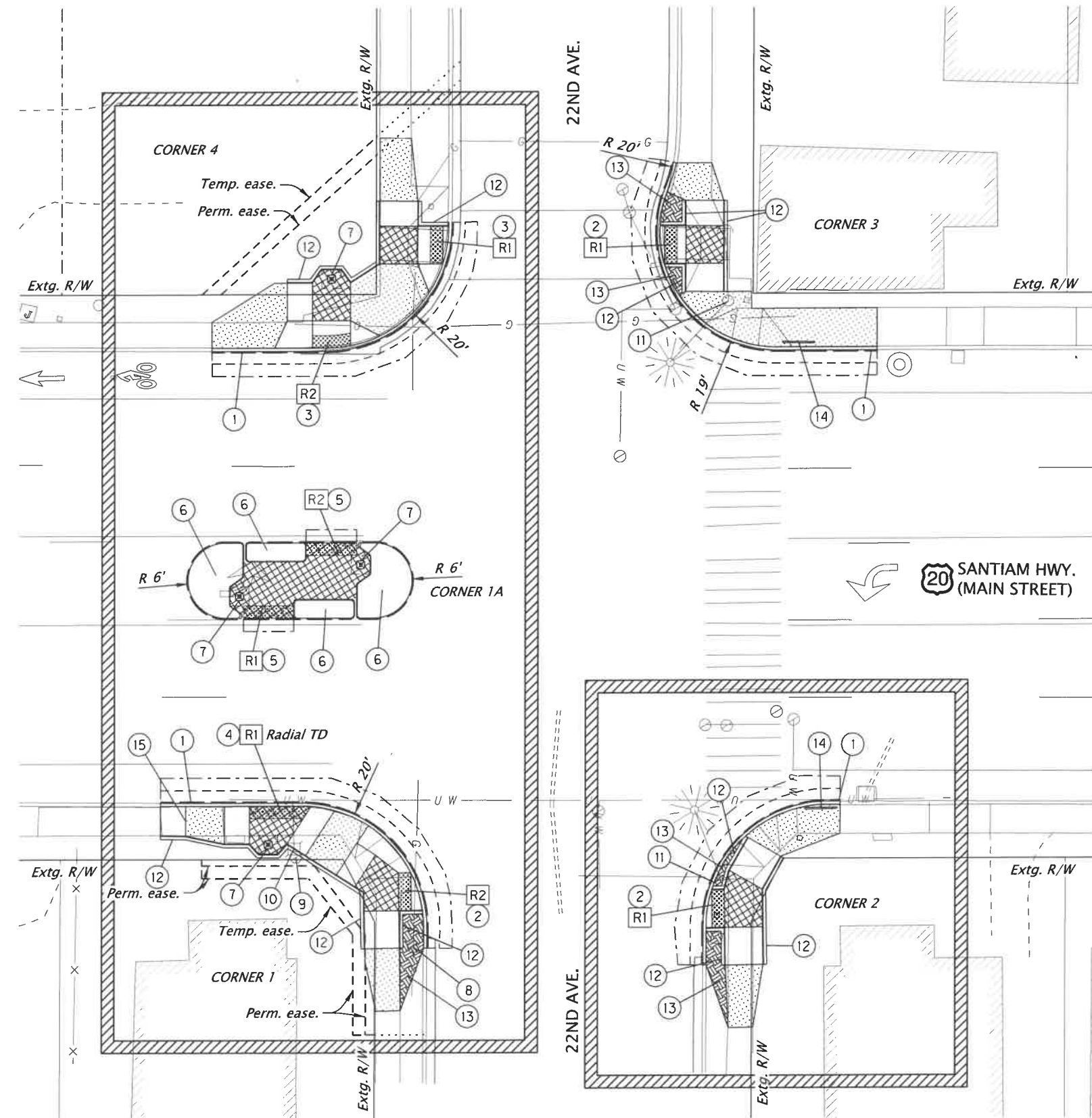
Exhibit A, Page 2 ADA Ramp Locations

Location	Corners
Highway: OR 228	
Fern Ridge Rd/Rowell Hill Rd, MP20.59	North East corner
Fern Ln, MP20.75	North West and North East corners
Evergreen Ln, MP20.80	North West and North East corners
Vista Ln, MP20.92	North West, North East and South East corner's
First Ave, MP21.04	All corners at intersection.
Second Ave, MP21.09	All corners at intersection.
Second Ave, MP21.11	All corners at intersection.
Third Ave, MP21.14	All corners at intersection.
Fourth Ave, MP21.19	All corners at intersection.
Oak Terrace, MP21.20	All corners at intersection.
Fourth Ave, MP21.24	North West and North East corners
Long St, MP21.38	All corners at intersection.
Highway US 20	
Osage St, MP26.66	All corners at intersection.
First Ave, MP26.71	All corners at intersection.
Pleasant Valley Ave, MP26.77	All corners at intersection.
Fourth Ave, MP26.87	All corners at intersection.
OR228, MP27.07	All corners at intersection.
Ninth Ave, MP27.17	All corners at intersection.
Tenth Ave, MP27.25	All corners at intersection.
Mid-block MP 27.30	North, South and Midblock ramps
12th Ave, MP27.35	All corners at intersection.
13th Ave, MP27.42	All corners at intersection.
Mid-block MP 27.47	North, South and Midblock ramps
15th Ave, MP27.53	All corners at intersection.
Mid-block MP 27.64	North and South ramps
18th Ave, MP27.72	All corners at intersection.
19th Ave, MP27.79	All corners at intersection.
22nd Ave, MP27.93	All corners at intersection.
23rd Ave, MP28.09	All corners at intersection.
24th Ave, MP28.18	All corners at intersection.
Clark Mill Rd, MP28.59	North East and South East corners
40th Ave, MP29.03	All corners at intersection.
42nd Ave, MP29.28	All corners at intersection.
43rd Ave, MP29.40	All corners at intersection.
44th Ave, MP29.47	All corners at intersection.
45th Ave, MP29.61	All corners at intersection.

City of Sweet Home/ODOT  
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46th Ave, MP29.73	All corners at intersection.
47th Ave, MP29.84	All corners at intersection.
49th Ave, MP30.00	All corners at intersection.
53rd/Wiley Creek, MP30.29	All corners at intersection.
54th Ave, MP30.34	North West and North East corners

DRAFT



**SWEET HOME SITE 28**

- ① Remove extg. curb  
Const. curb and gutter with asphalt strip  
(For details, see sht. BA01)
- ② Remove sidewalk  
Const. curb ramps, perpendicular (CC-1) - 3  
Inst. safety yellow truncated domes on new surface - 36 sqft  
PCC surfacing
- ③ Remove sidewalk  
Const. curb ramps, combination (CC-P2) - 2  
Inst. safety yellow truncated domes on new surface - 48 sqft  
PCC surfacing  
(For details, see sht. BA09)
- ④ Remove sidewalk  
Const. curb ramps, parallel (PL-1)  
Inst. safety yellow truncated domes on new surface - 13 sqft  
PCC surfacing
- ⑤ Remove sidewalk  
Const. curb ramps, cut through island - 2  
Inst. safety yellow truncated domes on new surface - 24 sqft  
PCC surfacing  
(For details, see sht. BB17)
- ⑥ Const. type C non-mountable island  
(See dwg. RD705)  
(For details, see sht. BB17)
- ⑦ Inst. rapid flashing rectangular beacon - 4  
(For sht. nos., see sht. A02, Signals)
- ⑧ Maintain and protect gas valve
- ⑨ Relocate water valve  
(By others)
- ⑩ Relocate water meter  
(By others)
- ⑪ Maintain and protect extg. utility pole - 2
- ⑫ Const. std. curb
- ⑬ Const. landscaping  
(For details, see sht. BA03)
- ⑭ Inst. crossing closure support - 2  
Approval no. XXXXXX  
(For sht. nos. see sht. A02, Signs)
- ⑮ Reconstruct driveway wing  
(For details, see sht. BA02)

**General Notes:**

- ..... Fill slope
- Cut slope

R1 Ramp 1

R2 Ramp 2

Right-of-Way delays or access delays - 5  
See 00180.65.

REGISTERED PROFESSIONAL  
ENGINEER  
823  
FINAL REVIEW  
APR 14, 2020  
MICHAEL WILDER

RENEWS: 06-30-2022

**DAVID EVANS AND ASSOCIATES INC.**  
530 Center Street N.E. Suite 605  
Salem Oregon 97301  
Phone: 503.361.8635

**US20/OR228 CURB RAMPS (SWEET HOME) PROJECT**  
HALSEY-SWEET HOME & SANTIAM HWYS.  
LINN COUNTY

Designer: Shaun-Garey Wilder      Reviewer: Terry Wheeler  
Drafter: Alan Mitchell              Checker: Paul Tappana

**GENERAL CONSTRUCTION**      SHEET NO. C27



# REQUEST FOR COUNCIL ACTION

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**Title:** Intergovernmental Agreement for ODOT US 20 53<sup>rd</sup> – 60<sup>th</sup> Avenue Sidewalk Project

**Preferred Agenda:** October 26, 2021

**Submitted By:** Blair Larsen, Community & Economic Development 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 3.2: Community Safety

**Attachments:** Proposed Intergovernmental Agreement for the US 20 53<sup>rd</sup> – 60<sup>th</sup> Avenue Sidewalk Project

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**Purpose of this RCA:**

The purpose of this RCA is to seek approval for an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) regarding the US 20 53<sup>rd</sup> Avenue to 60<sup>th</sup> Avenue Sidewalk project.

**Background/Context:**

This Project was approved by the Oregon Transportation Commission (OTC) into the 2016 ODOT Statewide Transportation Improvements Program (STIP), starting with applications in 2012. The previous Agreement was signed into effect from 8-28-2017 to 9-12-2017. At that time, we had a larger project, but the design was increasing the project costs. Due to the escalation of project costs, the City and ODOT reduced the scope of work, which resulted in Amendment #1 to the project. Even with the project re-scoping, one of the main concerns was the stipulation that any project cost overrun above the City's \$300K commitment and the ODOT allocation, would be the responsibility of the City to cover. That ambiguity and uncertainty was considered risky.

The project was then "down-scoped" to a single 10ft wide Multi-Use Path on the North side of Main St., from 55th Avenue eastward to the west side of the AERR bridge area, along with a segment east of the bridge area to 60th Avenue. Separately sourced funds were made available from ODOT for the two RRFB Pedestrian crossing locations (described below) to not affect the primary project elements. These changes reduced the estimated cost.

This new agreement supersedes Agreement #31705 and clarifies the changed responsibilities and project scope for the Multi-Use Path on Main Street (US 20). Primary updates are to the following items:

- To document additional ODOT monies for the two RRFB installations; at 49th Avenue and at 40th Avenue (each apx. 300ft West of the respective intersections).
- A portion of Section 4 in Terms of Agreement states: "The total Project cost is estimated \$3,194,663.86, which is subject to change. Federal funds for this Project shall be limited to \$2,197,590.00. State shall be responsible for \$697,538.50 of the total Project costs including any additional non-participating costs, all costs in excess of the federal funds. Agency City shall be responsible for \$299,535.36 of the Projects costs."
- To document the City's obligation to complete the pathway link under the AERR Railroad Bridge using City funds. This will be required after the construction of the Project pathway approaches to both sides of the bridge. The length of the pathway in the RR right-of-way is ~65ft. The path must be an ADA Accessible Path compliant surface of asphalt, concrete, or compacted fine aggregate crushed rock etc. The City and ODOT shall consult prior to making any changes.
- The other change in the agreement is the City's maintenance responsibility for the new features built. Those being ADA compliant pedestrian access, complaints are addressed by the City, repairs or obstruction removal is performed by the City, and future alteration if performed must be ADA compliant.

This project, reduced in scope as it is from the original submittals, is still an important benefit to the city and community. The connecting link from 60th Avenue and Foster Lake to the Foster neighborhood with sidewalks and bike lanes to the rest of the city, is an important link for tourism and economic development.

**The Challenge/Problem:**

Should the City enter into an additional IGA with ODOT for the construction of additional sidewalks on Main Street / US 20?

**Stakeholders:**

- Sweet Home City Council – The City Council is responsible for approving agreements with other governmental agencies, and for authorizing the work that will accomplish its goals.
- Sweet Home Residents – Residents deserve safe pedestrian access along Main Street to Foster Lake.
- Sweet Home Staff – Staff work to address residents' concerns and accomplish the Council's goals.
- ODOT– ODOT has jurisdiction over any improvements made within the US 20 right-of-way.

**Issues and Financial Impacts:**

The City has already committed to funding this project, in the amount of \$299,535.36. This funding is already budgeted and available for this project. This additional agreement will require the City to take on future maintenance and electricity for two pedestrian crossings. The City currently pays for street lighting along Main Street, and staff estimate that the electricity for one crossing will cost no more than a typical streetlight.

**Elements of a Stable Solution:**

A stable solution includes an approved agreement with ODOT that will move the sidewalk project forward.

**Options:**

1. Do Nothing – The agreement will not be approved, and ODOT will not construct any additional sidewalks on Main Street.
2. Approve the proposed Intergovernmental Agreement with ODOT as proposed and authorize the City Manager to sign it – Approving the agreement as proposed will allow ODOT to move forward with the project, and construct new sidewalks and pedestrian crossings on Main Street between 53<sup>rd</sup> and 60<sup>th</sup> Avenues.

3. Approve the Intergovernmental Agreement with ODOT with changes and authorize the City Manager to sign it – Approving the agreement with stated changes, if they are acceptable to ODOT, will move the project forward, and ODOT will construct the new sidewalks and pedestrian crossings.

**Recommendation:**

Staff recommends option 2: Approve the proposed Intergovernmental Agreement with ODOT as proposed and authorize the City Manager to sign it.

**ODOT Delivered Federal Project  
On Behalf of City of Sweet Home**

US 20: 53<sup>rd</sup> Avenue – East of 60<sup>th</sup> Avenue (Sweet Home)  
**Key Number: 18853**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT,” and the **CITY OF SWEET HOME**, acting by and through its elected officials, hereinafter referred to as “Agency,” both herein referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform
2. US20 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). 40<sup>th</sup> Avenue, 49<sup>th</sup> Avenue and 53<sup>rd</sup> Avenue are part of the city street system under the jurisdiction and control of Agency.
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Transportation Alternatives Program (TAP) Urban and Flex programs and may include a combination of federal and state funds. “Project” is defined under Terms of Agreement, paragraph 2 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation (“Stewardship Agreement”) documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State’s oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

**NOW THEREFORE** the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Upon signatures by both Parties and acquisition of all approvals required by law, this Agreement shall become effective and replace Agreement Number 31705, and its subsequent amendment, in their entirety. Agreement Number 31705 shall terminate on the date this Agreement is fully executed and all legal approvals have been obtained.



2. Under such authority, Agency and State agree to State delivering the US20: 53<sup>rd</sup> Avenue – East of 60<sup>th</sup> Avenue (Sweet Home) project on behalf of Agency, hereinafter referred to as “Project.” Project includes, but is not limited to, the construction of sidewalks, bike lanes, installation of rapid rectangular flashing beacons (RRFB) and midblock crossings at 40<sup>th</sup> Avenue and 49<sup>th</sup> Avenue to improve safety. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
3. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
4. The total Project cost is estimated at \$3,194,663.86, which is subject to change. Federal funds for this Project shall be limited to \$2,197,590.00. State shall be responsible for \$697,538.50 of the total Project costs including any additional non-participating costs, all costs in excess of the federal funds. Agency shall be responsible for \$299,535.36 of the Project costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. “Total Project Cost” means the cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
5. Federal funds under this Agreement are provided under Title 23, United States Code.
6. ODOT does not consider Agency to be a subrecipient or vendor under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
7. With the exception of Americans with Disabilities Act of 1990 (ADA) related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency’s concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract at ten (10) percent (%) over engineer’s estimate without prior approval of Agency.
8. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
9. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency’s share of the Project.
10. The term of this Agreement shall begin on the date all required signatures are obtained

and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

11. This Agreement may be terminated by mutual written consent of both Parties.
12. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
13. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
14. Information required by 2 Code of Federal Regulation (CFR) 200.332(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
15. **Americans with Disabilities Act Compliance:**
  - a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
    - i. 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, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
    - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT

Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as 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>; and

- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility 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.
- c. Maintenance obligations in this section shall survive termination of this Agreement.

16. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

17. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.

18. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
19. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
20. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 the Agreement did not contain the particular term or provision held to be invalid.
21. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
22. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
23. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
24. State's Contract Administrator for this Agreement is Christine Hildebrant, Area 4 Senior Transportation Project Manager, 3700 SW Philomath Boulevard, Corvallis, Oregon

City of Sweet Home/ODOT  
Agreement No. 73000-0003255

97333; (541) 757-4160; cell phone: (541) 971-2044; email: Christine.d.Hildebrant@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

25. Agency's Contract Administrator for this Agreement is Ray Towry, City Manager, City of Sweet Home, 3225 Main Street, Sweet Home, Oregon 97386; telephone (541) 367-8969; email: [rtowry@sweethomeor.gov](mailto:rtowry@sweethomeor.gov), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #18853) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

Signature Page Follows

**CITY OF SWEET HOME**, by and through  
its elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
City Manager

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Ray Towry, City Manager  
City of Sweet Home  
3225 Main Street  
Sweet Home, Oregon 97386  
(541) 367-8969  
[rtowry@sweethomeor.gov](mailto:rtowry@sweethomeor.gov)

**State Contact:**

Christine Hildebrant  
3700 SW Philomath Boulevard  
Corvallis, Oregon 97333  
(541) 757-4160  
[Christine.D.Hildebrant@odot.state.or.us](mailto:Christine.D.Hildebrant@odot.state.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Delivery & Operations Division  
Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
State Traffic Roadway Engineer

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Janet Borth, via email  
Assistant Attorney General

Date 08/30/21, email retained in file

### EXHIBIT A – Project Location Map



**ATTACHMENT NO. 1 to AGREEMENT NO. 73000-0003255**  
**SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
  - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
  - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
  - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. Agency is responsible for the construction of the portion of the path connecting both sides of the Project under the railroad bridge, at its own expense. Agency understands the construction of the path connections for the Project is required for overall continuity.
3. Agency shall be responsible for, at its own cost, the maintenance of the new stormwater treatment facilities, sidewalks, pedestrian rail, pedestrian crossings, crossing enhancement features installed including signs, striping and RRFB's and all their appurtenances, any landscaping, all constructed as part of this Project.
4. Agency shall contact State's District 4 Permits office seven (7) working days prior to the commencement of maintenance activities that close any portion of the travel or bike lanes. No Lane restrictions are permitted unless prior approval is obtained from the State's District 4 Manager, or designee. Sweeping is not considered a lane restriction for purposes of this Agreement.
5. State and Agency agree that the useful life of this Project is defined as 20 years.
6. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.



## ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

### PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

### PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

### FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.330.

Agency/State  
Agreement No.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
  - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
  13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

## **DESIGN STANDARDS**

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not

meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

## **PRELIMINARY & CONSTRUCTION ENGINEERING**

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

## Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."*

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

## RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

Agency/State  
Agreement No.

31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

## **RAILROADS**

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

## **UTILITIES**

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

## **GRADE CHANGE LIABILITY**

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

## **MAINTENANCE RESPONSIBILITIES**

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

## **CONTRIBUTION**

38. 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 State or Agency 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.
39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State 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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency 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. State'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 State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State 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 Agency on the one hand and of State 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. Agency'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.

## **ALTERNATIVE DISPUTE RESOLUTION**

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project 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.

## **WORKERS' COMPENSATION COVERAGE**

42. All employers, including Agency, that employ subject workers who work under this Project Agreement 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. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be

included. State and Agency shall ensure that each of its contractors complies with these requirements.

### **LOBBYING RESTRICTIONS**

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 49 CFR 29.510 regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in appendix A to 49 CFR part 29.





# REQUEST FOR COUNCIL ACTION

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**Title:** Library Fines

**Preferred Agenda:** October 26, 2021

**Submitted By:** Megan Dazey, Library Services Director

**Reviewed By:** Name, Title

**Type of Action:** Resolution \_\_\_\_ Motion x\_\_\_\_ Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** City Fee Schedule 2021

**Towards Council Goal:** Goal #2 Be an Effective and Efficient Government; Goal #5 Image Building

**Attachments:**

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**Purpose of this RCA:**

To remove barriers to access of library materials for all Sweet Home Library cardholders for the Holiday season (Nov. 1-Jan. 31), we are asking the City Council to eliminate fines on library materials for three months as a trial period, as approved by the Library Advisory Board.

**Background/Context:**

The threat of accumulating fines for late library materials can keep low-income families away from libraries or from checking out materials to take home. These fines can negatively affect the borrowing habits of members of the community that need the library the most. Removing barriers or perceived barriers to access of library materials can increase visits to the library and the circulation of materials. Many libraries have noted a dramatic increase in the number of items returned to the library after fines were eliminated. Libraries can also generate positive publicity and increased usage from all city residents by going fine free.

Library cards at the Sweet Home Public Library are good for 1 year and can be renewed annually. However, to renew the library card, all fines and fees must be paid for prior to renewal. Charges for lost materials will still occur if the item is not brought back to the library within 30 days of being due.

**The Challenge/Problem:**

Eliminate barriers to access of library materials in the library and in the home.

**Stakeholders:**

- City of Sweet Home Library Residents – Residents pay property taxes for the library through a levy. The library works with the money they invest to operate the public library.
- Sweet Home City Council Members – Council members are the voice of the citizens they serve and represent.

- Library Advisory Board– Appointed members of the community whose role is to make recommendations to the City Council about rules and policies for the efficient and effective operation of the library.
- Sweet Home Public Library card holders- Members of the community that use and wish to continue to use the library collections at the library and in their homes.
- Sweet Home Public Library staff- Library staff interact with library users daily and provide excellent customer service.

**Issues and Financial Impacts:**

The Library Advisory Board believes the financial impact will be minimal to the library’s budget, but the impact on the community and those that can least afford to pay the fines will be large. September-October the average per month for fines paid was \$60.

**Elements of a Stable Solution:**

The ideal outcome will be a three-month trial period to work towards addressing economic disparities in the community when it comes to access to library materials and to remove barriers to access of information.

**Options:**

1. Do Nothing – Leaves fines as is on all library materials; library staff continue to collect fines.
2. Eliminate the fines for three months – Library staff will waive all fines on overdue materials for the three-month trial period.
3. Eliminate fines permanently – The computer system will automatically no longer charge fines on library materials, with no intervention from library staff.

**Recommendation:**

The Library Advisory Board recommends option no. 2. Motion to eliminate fines for three months.

RESOLUTION NO.25 FOR 2021

A RESOLUTION FOR REMOVAL OF LIBRARY FINES FOR OVERDUE MATERIALS FOR THREE MONTHS;

WHEREAS, the City of Sweet Home has a Library Board of Trustees as set forth in SHMC Chapter 2.12;

WHEREAS, the American Library Association has found that removing library fines increases library circulation

WHEREAS, the American Library Association has found that library fines disproportionately harm those that can least afford them

WHEREAS, the Chicago Public Library saw a 240% increase in the return of library materials by eliminating fines

WHEREAS, Bowling Green State research shows that library fines were not effective in getting students to return materials

WHEREAS, the Sweet Home Public Library receives far less than 1% of funding from the payment of library fines.

WHEREAS, the Library Board desires to waive the overdue fines for library materials for three months, starting Nov.1, 2021

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

The Sweet Home Public Library will waive overdue fines found in Resolution No. 3 for 2021 – Sweet Home Fee Schedule, for library materials for three months.

This resolution shall be effective upon the passage thereof.

PASSED by the City Council and approved by the Mayor this 26th day of October, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager - Ex Officio City Recorder



# REQUEST FOR COUNCIL ACTION

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**Title:** Resolution Authorizing Transfer of Appropriations

**Preferred Agenda:** October 26, 2021

**Submitted By:** Brandon Neish, Finance Director

**Reviewed By:** Ray Towry, City Manager

**Type of Action:** Resolution  Motion  Roll Call  Other

**Relevant Code/Policy:** ORS 294.463(1)  
SH Financial Policy Section IX

**Towards Council Goal:** Goal 2.5: Continue to implement strong financial “best” practices

**Attachments:** Resolution No. 26 for 2021

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**Purpose of this RCA:**

To review Resolution No. 26 for 2021 authorizing a transfer of appropriations covering unplanned expenditures for the 2021 fiscal year.

**Background/Context:**

Oregon Revised Statutes 294.463 allows a municipal organization to redistribute its existing expenditure authority using a transfer resolution to cover unanticipated expenses during a fiscal year. Each year, staff builds a proposed budget six months prior to the beginning of a new year. This document is approved by the Budget Committee and adopted by the City Council. For the 2021 fiscal year, the City Council adopted the budget on June 23, 2020. Each year, staff attempts to adhere to the budget as adopted but various opportunities and requirements arise that must be addressed. While staff attempts to meet these obligations with existing authority, occasionally an adjustment must be made to prevent exceeding authorization limits. This transfer of appropriations resolution seeks to amend the budget for 2021 in multiple departments in accordance with Oregon law.

The internal service fund has multiple adjustments necessary after Council actions and operational needs. Starting with non-departmental expenditures, staff in the City’s Communications division worked additional FTE to cover COVID needs, wildfires and additional functions. Benefit changes within the non-departmental personnel accounts also requires an additional \$15,300 in funds to cover employee premiums per the AFSCME collective bargaining agreement. \$22,535 is proposed to be reallocated from the contingency line set aside in the fund and move it to the personnel accounts.

<b>Account</b>	<b>Initial Budget</b>	<b>Adjustment</b>	<b>New Budget</b>	<b>Description</b>
290-002-480-110	\$35,232	\$6,013	\$41,245	Additional hours worked for Comm. Specialist
290-002-480-210	\$300	\$15,300	\$15,600	Change in benefits for personnel
290-002-480-220	\$7,056	\$500	\$7,556	Additional pay (hours worked) for Comm. Specialist
290-002-480-230	\$4,228	\$722	\$4,950	Additional pay (hours worked) for Comm. Specialist
290-002-490-000	\$69,876	-\$22,535	\$47,341	

Additionally, the City expanded its software in the Communications division in order to meet job requirements and produce additional videos and materials. The net result was \$1,280 to purchase an expanded license from Adobe which exceeded the initial materials and services budget (a separate line in the City's budget authorization per state law). The resolution proposed includes moving \$1,280 from contingency to cover this software cost.

<b>Account</b>	<b>Initial Budget</b>	<b>Adjustment</b>	<b>New Budget</b>	<b>Description</b>
290-002-480-340	\$300	\$1,280	\$1,580	Adobe software license for Communications
290-002-490-000	\$47,341 (amended above)	-\$1,280	\$46,061	

In the Executive department, \$19,167 is needed to cover various personnel, services and materials expenditures unplanned for 2021. In personnel, the City Council approved a 3% cost of living adjustment for non-represented and AFSCME personnel during the April 13, 2021 City Council meeting. While the AFSCME increase had been budgeted, the non-represented increase had not which left the Executive department short in personnel funding. \$2,790 is necessary to cover the 3% increase dated December 16, 2020. Staff in the Executive department also cashed out various leave banks in accordance with City policies costing the department nearly \$4k plus associated federal and state tax requirements and retirement costs. Overall, the Executive department requires approximately \$8,200 to cover unanticipated personnel expenses which would be covered by contingencies budgeted annually to cover these types of unplanned expenditures. On the materials & service side of the Executive budget, \$9k is needed to cover expenditures related to staff training on human resource matters which staff is proposing to cover from contingency funds.

Account	Initial Budget	Adjustment	New Budget	Description
290-003-413-110	\$185,973	\$10,000	\$195,973	3% COLA approved Apr 2021, accrual cashouts
290-003-413-580	\$12,000	\$9,167	\$21,167	Human Resource training for staff
290-002-490-000	\$46,061 (amended above)	-\$19,167	\$26,894	

The Finance department also experienced unplanned expenditures during the fiscal year. While the Finance department's adopted budget was able to absorb the personnel cost increases previously mentioned for the Executive department, it was unable to accommodate software expenditures for the City's budget and transparency software. These expenditures and the contract for the software were approved after the start of the 2021 budget development and were not included for the fiscal year. The department needs \$19,635 to cover the software expenditures which could be covered by the fund's contingency allocation.

Account	Initial Budget	Adjustment	New Budget	Description
290-004-415-340	\$35,870	\$19,635	\$55,505	ClearGov budget & transparency software
290-002-490-000	\$26,894 (amended above)	-\$19,635	\$7,259	

**The Challenge/Problem:**

Should the City reallocate existing expenditure authority to cover various needs across City funds?

**Stakeholders:**

- City of Sweet Home Citizens and Businesses – The residents and businesses of Sweet Home pay taxes and fees that provide resources in the City's Budget. All the items purchased for City Hall and the pay for staff is paid for by those resources. They also serve as members of the Budget Committee who approves the budget annually. As stakeholders, they want to know their funds are being spent appropriately and should be able to provide feedback and comment regarding expenditures.
- City of Sweet Home City Council – The City Council is responsible for the adoption of the annual budget and any subsequent adjustments during the fiscal year. The City Council also establishes goals and a vision for the City that staff then implements. It is up to the City Council to decide if the expenditures of the City go towards meeting those goals and vision.
- City of Sweet Home Staff – The staff works diligently to ensure that all expenditures are appropriate and meet the goals and vision of the City Council and the community. At times, staff makes decisions on expenditures based on opportunity or need that may require a supplemental budget to accommodate the expenditure.

### **Issues and Financial Impacts:**

Since this is a transfer of appropriations resolution, there is no overall financial impact to the City. The issue at hand is whether the City Council believes these expenditures require a budgetary adjustment to accommodate the additional expenditure or whether they should be absorbed within the current expenditure authority.

### **Elements of a Stable Solution:**

The expenditures that are covered under this resolution are expenditures that support operational needs and match the goals and visions of the City Council. For example, the Budget Committee and the City Council approved and adopted the budget which contained the salary and benefits for a Communications Specialist. The items contained in this resolution contain funding for Adobe software to complete necessary assignments. Additionally, accrual pay outs are allowed under the personnel policy established by the City.

Each of the requested items was previously reviewed by the City Council as stated in the background section of this document except for the Adobe software. This adjustment satisfies Oregon Local Budget Law and ensures adequate funding to cover previously approved/recommended purchases.

### **Options:**

1. Do Nothing – The City Council could decide not to adopt Resolution 26 for 2021. Staff would work to redistribute expenditures where possible and any overages would be highlighted in the City's annual financial report.
2. Move to adopt Resolution No. 26 for 2021 – The resolution transfer expenditure authority from various sources to cover necessary expenditures.
3. Amend the resolution by changing transfer amounts or eliminating some of the transfers of appropriation – Amending the resolution would result in staff making necessary adjustments to ensure spending restrictions are not exceeded.

### **Recommendation:**

Staff recommends Option 2, Move to adopt Resolution No. 26 for 2021. The resolution does not increase expenditure authority within the City budget but redistributes existing budget authority to needed areas for operational expenses.

## RESOLUTION NO. 26 FOR 2021

### A RESOLUTION ADOPTING A YEAR-END SUPPLEMENTAL BUDGET FOR 2021

WHEREAS, Oregon Revised Statutes 294.456(3) outlines appropriation requirements for Local Budget Law which requires that appropriations are made by fund and either organizational unit or program, and;

WHEREAS, the Sweet Home City Council adopted the 2020-2021 budget on June 23, 2020 by Resolution No. 15 for 2020 which authorized expenditure authority of \$29,363,383, and;

WHEREAS, the fiscal year ended June 30, 2021, and;

WHEREAS, the Finance Department's incurred unanticipated expenditures for the City's budget and transparency software, and;

WHEREAS, the Executive Department received a COVID-19 reimbursement from the State of Oregon for expenses related to building a remote work environment, and;

WHEREAS, the staffing budgets for the Executive Department and Non-Departmental were lower than necessary to cover necessary staff time, additional benefits and related payroll expenditures, and;

WHEREAS, software for the Communications Specialist was necessary to complete essential functions of the position.

**THEREFORE, BE IT RESOLVED THAT THE CITY OF SWEET HOME** authorizes a transfer of 2021 expenditure authority in the following funds and organizational units to address various budgetary needs:

<b>Fund</b>	<b>Organizational Unit</b>	<b>Existing</b>	<b>Changes</b>	<b>Adjusted</b>
Internal Service	Personnel	104,029	22,535	\$126,564
	Materials & Service	17,138	1,280	\$18,418
	Executive	324,712	19,166	\$343,878
	Finance	557,398	19,635	\$577,033
	Contingency	69,876	(62,616)	\$7,260
	Total	\$1,073,153	- 0 -	\$1,073,153

This resolution shall take effect upon its approval and passage.

PASSED by the Council and approved by the Mayor this 26<sup>th</sup> day of October 2021

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Mayor

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City Manager – Ex Officio City Recorder





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## Finance Department

### MEMORANDUM

To: Sweet Home City Council

From: Brandon Neish, Finance Director

RE: Rural Development Initiatives Youth Leadership Development

The Rural Development Initiatives Program (RDI) has been delivering leadership development programs since 2003 and many of Sweet Home's community have been participants. Last year, RDI began a program, in collaboration with the City, for youth using the same program format. 13 Sweet Home students gained valuable skills and are currently involved in leadership opportunities in schools, churches and around the community.

Due to the COVID-19 pandemic, RDI was unable to fully complete its leadership program as it had hoped and would like to finish what was started in 2020. Heidi Khokhar, the program's Executive Director said, "the ultimate purpose of this unique program is to help cultivate vital rural communities. We believe that rural leaders gives a community local experts to define and achieve their own vision of vitality." In Sweet Home, the Youth Advisory Council actively recruits from this program as well as encourages others to participate. The new program would begin in November 2021 (contingent on funding) with an ultimate goal of training 25 youth leaders between the ages of 12 and 15.

RDI estimates funding necessary to complete this program to be \$27,500. RDI plans to raise \$7,500 for the program and is requesting that the City contribute \$20,000. Currently, there is not budgeted expenditure for this line in the City's adopted 2022 budget. The plan currently is to place the \$20k in the Executive department's budget in the Internal Service Fund. The Executive department budget contains funding for the City Manager's Office (personnel and materials), Information Technology (IT) and the City Council. The budget will be watched throughout the fiscal year to determine if the existing expenditure authorization can handle the RDI expense or if a transfer of appropriations will be necessary to ensure compliance with Oregon Local Budget Law. It is possible that staff will need to return to the Council in the future with a request for a transfer so long as the Council supports this program moving forward (consensus needed).

**CONTRACT FOR  
PROFESSIONAL SERVICES**



This agreement is made and entered into between:

**City of Sweet Home**

**"The Contractor"**

And

**RURAL DEVELOPMENT INITIATIVES, INC.**

**"RDI"**

**RECITALS**

**A.** RDI is an Oregon nonprofit corporation organized for the purpose of promoting and facilitating economic diversification for rural communities.

**B.** RDI is an independent contractor who desires to provide their professional services to the Contractor upon the terms and conditions set forth in this Contract.

**NOW, THEREFORE,** since it is to the mutual benefit that both parties work together and in collaboration with each other to successfully accomplish this worthy project and in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

**1. Appointment of Independent Contractor**

The Contractor hereby appoints RDI as an independent contractor for the purpose of performing the services set forth on Attachment A, Scope of Work. No scope may be added without the full consent and agreement of both parties.

RDI will deliver all services under this scope.

**2. Term**

This contract shall be effective August 1, 2021 and unless sooner terminated pursuant to the provisions of Section 7, shall terminate April 30, 2022. It is understood that the timeframe for achieving the Contract's outcome will be somewhat flexible as informed by the good faith of RDI and the Contractor.

**3. Relationship of the Parties: Subcontracts**

**A.** RDI is an independent contractor in as much as the Contractor retains control of only the outcome of performance and that RDI has the appropriate licensing needed to provide the service and will provide the necessary equipment to perform such service; and both parties stand ready to absorb any losses which could possibly occur through this venture. Nothing contained herein shall be deemed to create a partnership, joint venture, employee or agency relationship between the parties. RDI shall not represent itself to the public as an agent, employee, partner or joint venturer of the Contractor without express written permission.

While working on this contract the Contractor will acknowledge RDI's branding on all related materials, intellectual property and public statements.

**B.** RDI shall not enter into any subcontract for any of the work scheduled under this Contract without obtaining the prior written approval of the Contractor.

**4. Compensation**

RDI shall be compensated for the scope of work referenced in Attachment A. The agreed upon amount is \$20,000.00 for services.

RDI shall invoice the Contractor upon execution of the contract.

**5. Expenses**

No incurred expenses will be reimbursed, unless specified in Attachment A.

**6. Indemnification and Insurance**

To the fullest extent permitted by law, RDI shall indemnify and hold harmless the Contractor and its directors, employees and agents, from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, arising out of or resulting in any way from the performance or nonperformance of the activities described in this Contract except for any claims, damages, losses or expenses caused solely by the negligence of the Contractor, which the Contractor agrees to indemnify and hold RDI harmless there from.

**7. Termination and Modification**

A. This Contract may be terminated prior to its stated termination date by the mutual consent of both parties, or by either party for any reason upon 30 days advance written notice.

B. In the event of RDI's default, the Contractor, by written notice of default may terminate the whole or any part of this Contract immediately:

(1) if RDI fails to provide services called for by this Contract and listed on Attachment A within the time specified herein or any extension thereof granted by RDI; or

(2) if RDI fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the Contractor, fails to correct such failures within 10 days or such longer period as the Contractor may authorize in such notice.

The rights and remedies of the Contractor provided in the above clause relating to defaults (including breach of contract) by RDI shall be in addition to any other rights and remedies provided by Oregon law or under this contract.

**8. Ownership of Work Product**

Work product independently produced by RDI under this Contract is the sole property of RDI, unless otherwise stipulated in Attachment A.

**9. State Worker's Compensation Act**

RDI and its subcontractors working under this Contract (if any), are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017, which requires an employer to provide Workers' Compensation coverage that satisfies Oregon law for all of an

employer's subject workers. The Contractor shall not be responsible for providing Worker's Compensation coverage to RDI or any of RDI's subcontractors or employees working under this Contract.

**10. Independent Consultant**

RDI shall perform all Services as an independent contractor. Although the Contractor reserves the right (a) to determine (and modify) the delivery schedule for the services and (b) to evaluate the quality of the completed performance, the Contractor cannot and will not control the means or manner of the RDI's performance. RDI is responsible for determining the appropriate means and manner of performing the services.

**11. Assignment**

Neither this Contract nor any interest in this Contract or in the rights thereunder shall be assigned, conveyed or transferred in any manner whatsoever, directly or indirectly by RDI.

**12. Attorney Fees**

If an action is instituted to declare or enforce any provision of this Contract, the prevailing party shall be entitled to recover reasonable attorney fees from the losing party in the trial and all appellate courts, in addition to any other recovery and costs.

**13. Notices**

Any notice required or permitted under this Contract shall be given when actually delivered or when deposited in the United States mail as certified mail with postage prepaid, addressed to the parties as indicated below their signatures, or to such other address as may be specified from time to time by notice in compliance with this Section.

**14. Waiver**

The failure by either party at any time to require performance of any provision of this Contract shall in no way affect the right to enforce that provision or be deemed a waiver of any subsequent breach of any such provision.

**15. Integration and Amendment**

This Contract is the final and complete agreement of the parties and there are no understandings, agreements or representations, oral or written, not contained here in regarding the subject matter of this Contract. This Contract may not be amended except by a written agreement signed by both parties.

**16. Governing Law**

This Contract shall be interpreted, construed, governed and enforced according to the laws of the State of Oregon.

**"RDI"**

**Rural Development Initiatives, Inc.**



Signature

Heidi Khokhar, Executive Director  
Rural Development Initiatives  
91017 S Willamette Street  
Coburg, OR 97408

9-29-2021

Date

93-1073746

Employer Identification Number

**"THE CONTRACTOR"**

Signature




Ray Towry, City Manager  
City of Sweet Home  
3225 Main Street  
Sweet Home, OR 97386

Date

## **Attachment A: SCOPE OF WORK**

RDI will deliver one cohort of the Sweet Home Rural Youth Leadership Program, which will launch in Fall 2021. The budget for this program is \$27,500. RDI will work diligently to raise the remaining \$7,500. If unsuccessful, RDI will modify the delivery plan to fit a reduced budget.

### **Timeline of Deliverables:**

-  Late-September/October 2021 – Recruitment Launch
-  November/December 2021, January/February 2022 – Leadership Training Sessions
-  January through March 2022 – Project implementation and final session.



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## Finance Department

### MEMORANDUM

To: Sweet Home City Council  
Ray Towry, City Manager

From: Brandon Neish, Finance Director

RE: Financial Status Update for Fiscal Year 2022 – First Quarter

The first quarter of fiscal year 2022 ended September 30, 2021. Fiscal year 2022 represents a “return to normal” in terms of City-wide operations. With restrictions being lifted in Oregon originally on June 30, the City pushed ahead with fully reopening its facilities and getting back to a normal rhythm. Fortunately, while the COVID Delta variant resulted in the state reinstating many of the mandates seen throughout the previous year, closures have been limited in scope and many of our City facilities remain open to business. Alternatively, economic indicators are all over the map as interest rates remain at near all-time lows, inflation forecasts remain high and the housing market is seeing some cooling in sales moving into the colder, winter months. Staff remains cautiously optimistic that 2022 will be a strong year while monitoring for potential slowdowns that would impact fund balances negatively.

Q1 finished strong with all revenue lines exceeding last year’s year-to-date totals, accounts trending higher than budgeted estimates and expenditures down from the same period last year.

#### **Investments**

A new addition to this report, interest earnings on investments is a key component to cash management and important for management and the City Council to be informed of. During the first quarter of 2022, the City generated \$18,325.94 (~.55%) in interest on Local Government Investment Pool cash, \$12.68 on cash sitting in the City’s local accounts and \$1,607.97 from investments. Compare this to the \$20k+ monthly interest earnings (+/- 2.75%) just 24 months ago and its clear that holding on to cash no longer has its advantages. Unfortunately, I do not see this getting any better as the Oregon State Treasury has recently reduced the anticipated dividend yields in LGIP to .45% and bonds (a majority of our investment holdings) still continue to yield low returns with the economy in its current state. Look for action from the Federal Reserve in the coming months and years to help bond rates which would allow the City to expand its investment earnings while the pool rate will likely remain low for another 12-18 months.

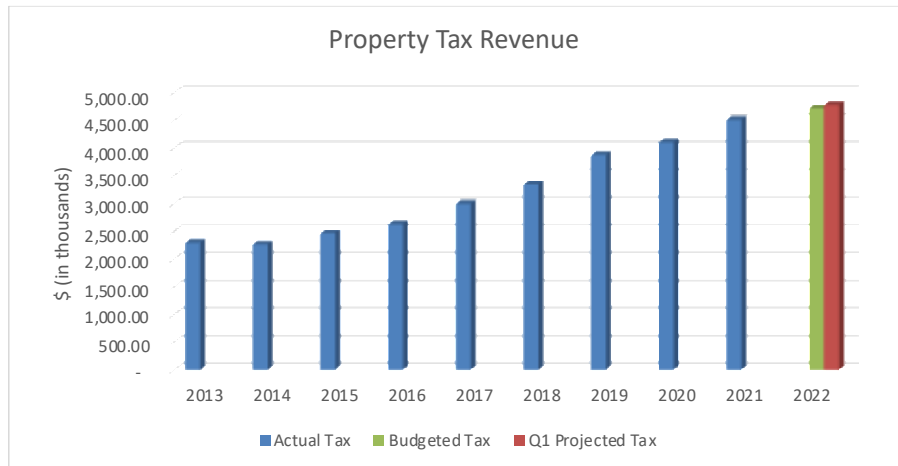
**Property Taxes**

Property tax revenue looks strong as the County released its tax estimates for the 2022 fiscal year. The City had planned for a 3% assessed value increase on taxable properties in Sweet Home but is ultimately seeing a 4% increase after the County reassessed nearly 3,500 accounts within the Sweet Home taxing district. For the City’s permanent rate (general fund tax revenue), estimates show a nearly equal collection compared to the initial budget while the Police Department and Library levies show an extra \$60k and \$10k in revenue generation respectively.

In terms of compression, the City continues to see a reduction in compression as real market values continue to rise in Sweet Home. The 2022 adopted budget planned for a compression rate of 13% for this fiscal year which impacts the Police and Library

budgets solely. According to County tax reports, compression is 11.5% contributing to the additional revenue anticipated in the Police and Library funds.

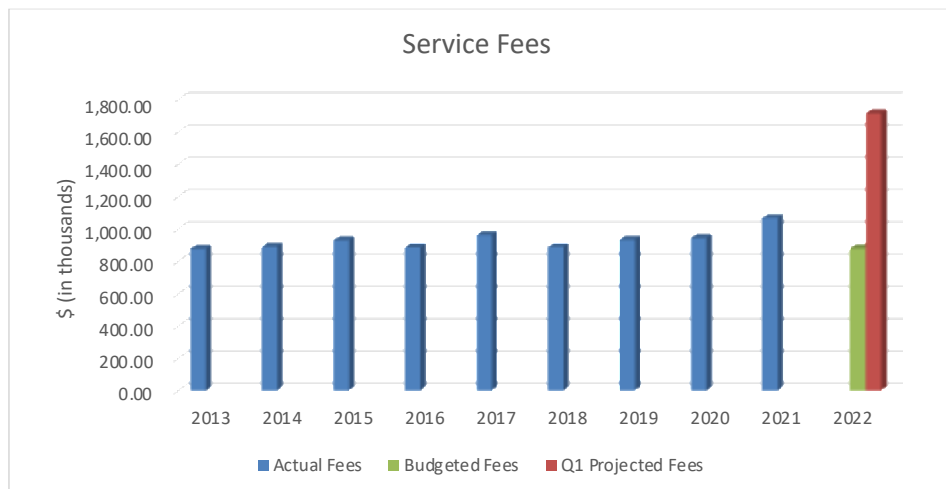
Overall, the current projection for property taxes is 1.27% above the adopted budget. The City projects it will generate \$4,783,794 in property tax revenue for the 2022 fiscal year with the adopted budget totaling \$4,725,178, a \$59k increase.



**Service Charges**

If property tax revenues was good news in this report, service charges will represent great news and the rest of the report likely won’t get any better. Service charges in the first quarter were 60.4% higher than the first quarter of the prior year and the forecast shows a 94.9% increase by fiscal year end. Driving this major swing

from the prior year and budget is the inclusion of the increased (and in a few cases, new) system development fees. After Council action increasing SDCs in May 2021, the City is starting to see this revenue come in droves. In the first quarter of 2022, SDCs totaled \$111,236. Specifically in water and wastewater where SDC fees have existed previously, SDC revenue totaled \$99,601 while the past five



years has seen an average of \$18,610 collected in the first quarter. In other fees, revenue generation is 81.0% higher in the first three months of 2022 compared to the previous eight years.

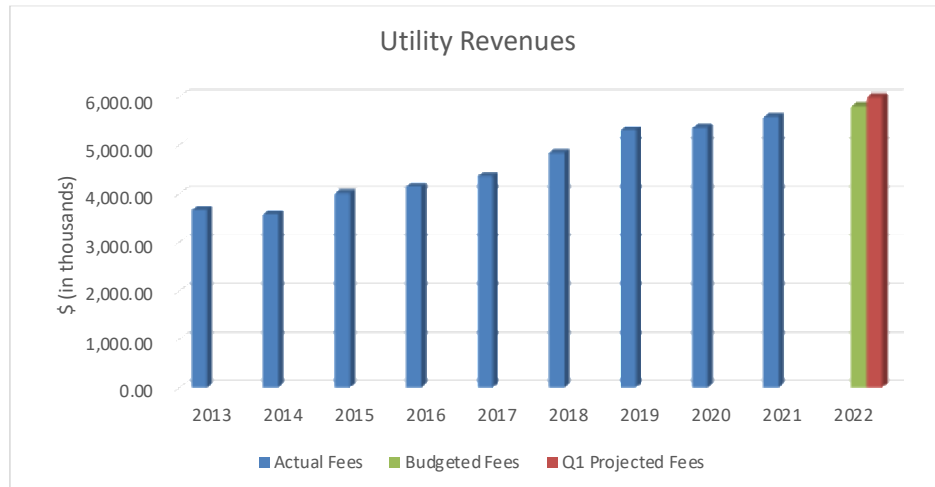
While service charges are higher, it is important to note that SDC fees for storm water, parks and streets were not budgeted for 2022 due to the unknown (no previous SDC fees existed for these areas). This forecast is based on extremely early receipts and will likely change for the remaining



quarters. Expect to see the overall projection fall but still remain significantly above the adopted budget of \$880k for the fiscal year.

**Utility Revenues**

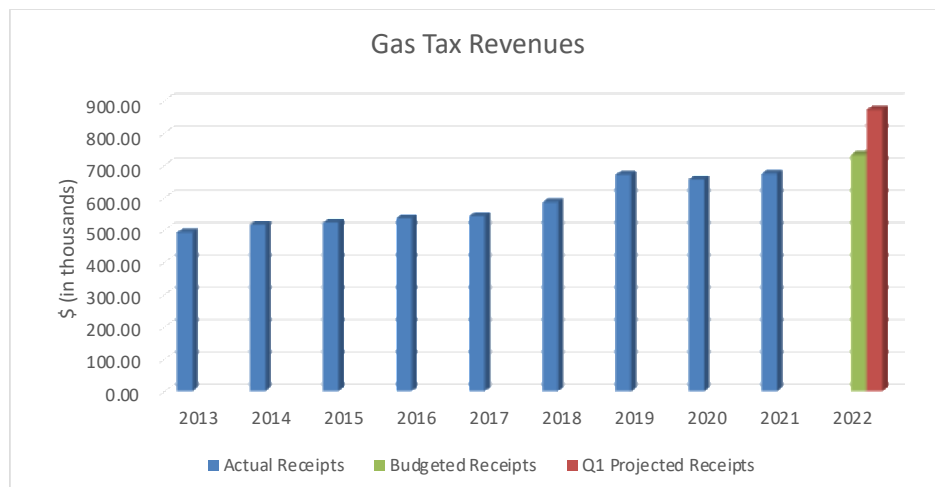
For the first quarter, utility revenues are up 3.1% over the first quarter of the prior year. Budgeted at \$5.8 million, staff expects that utility revenues will reach \$6.0 million by fiscal year end. The primary driver behind this increase is the increase in the storm water fee that added \$2 to a residential utility bill beginning in July 2021 (commercial is based on a different calculation). What could impact this forecast in the long term is a drag on the overall economy which may force residents and businesses to cut back or consider paying for other needs over utility fees. The City continues to be flexible with customers during the pandemic though most



payment plan options have been taken off the table as an option (barring extenuating circumstances). This may slow revenue generation overall and spread out the revenue receipts in future fiscal quarters.

**Gas Taxes**

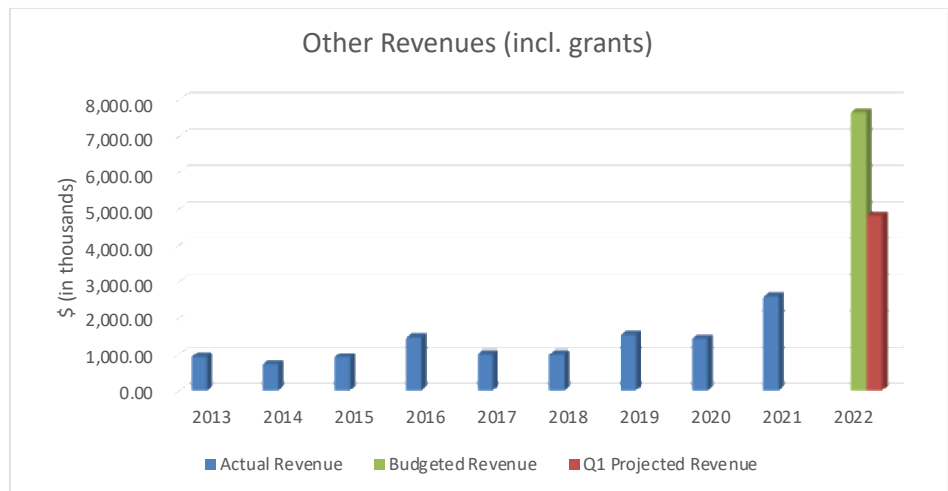
Gas tax revenue is paid by motorists who utilize DMV services, filling up fuel tanks resulting in fuel tax receipts and those who are required to pay tolls, ODOT permit fees, trucking fees and more. The revenue is collected by the Oregon Department of Transportation (ODOT) and distributed to cities and counties across Oregon. The City expects to receive a total of \$874k this fiscal year which is 19.1% higher than budget. Driving the increase is a contribution from ODOT as part of funding they received from the CARES



act. Cities across Oregon received an additional allotment and Sweet Home's allotment was \$140k. With many street projects already under construction, the additional funding will be used to continue making progress on City streets that need help and putting asphalt down in future fiscal years.

## Other Revenues

Included in “other revenues” are building permits, interest, grants and other miscellaneous revenues. Through September 2020, other revenue is down 36.4% primarily due to grant receipts as both the Library and Community & Economic Development had received substantial grants in the first quarter of the prior year. Included with other revenues this year was \$5.2 million in grant funds from the State of Oregon for the Wastewater Treatment Plant. Initial plans had construction beginning in the third quarter of the fiscal year but that schedule has now been pushed back six months or more. As such, it is highly unlikely that any of the state’s grant funds will be received this year resulting in less revenue for this category. Silver lining: less revenue means less spending as the state’s grant is a reimbursable grant. Look for additional decreases during the fiscal year in this projection but a related drop in capital spending as well (a net zero effect).



## Personnel

Personnel expenditures generally make up nearly 50% of the City’s overall expenditures annually. For fiscal year 2022, personnel expenditures were budgeted at \$6.5 million and the City’s current projection shows that we exceed this figure. First quarter expenditures are up 14.9% from the prior year primarily due to the COVID premiums approved by the City Council for payment in August 2021. With some vacancies across various departments, it is unclear after three months where exactly personnel expenditures will land but anticipate a small increase from the \$6.5 million budget.

## Materials & Service and Capital Outlay

During the prior fiscal year, a spending freeze prevented departments from purchasing items during the first five months of the fiscal year. For 2022, no such freeze exists and departments are eager to continue the progress they’ve made over the past ten months. Materials & Service and Capital spending is up 11.0% for the first quarter but I anticipate that we’re seeing more level spending across the year rather than a burst later in the year. \$13.8 million was budgeted for 2022 and current spending across these accounts yields an estimate of \$8.0 million spent for the year. As explained previously, spending on the Wastewater Treatment Plant is expected to fall drastically as the build calendar has been pushed out to the 2023 fiscal year with December 2022 slated as the anticipated construction start.



# REQUEST FOR COUNCIL ACTION

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**Title:** Amended Beekeeping Ordinance

**Preferred Agenda:** October 26, 2021

**Submitted By:** Blair Larsen, Community & Economic Development Director

**Reviewed By:** Ray Towry, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** Sweet Home Municipal Code § 6.04.020(L)

**Towards Council Goal:** Goal #2: Effective and Efficient Government

**Attachments:** Amended Bee Ordinance

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**Purpose of this RCA:**

The purpose of this RCA is to present an amended beekeeping ordinance to the Council for a vote.

**Background/Context:**

This past June, Sweet Home resident Ken Bronson requested that the Council amend the Sweet Home Municipal Code section regulating the keeping of bees within the City (SHMC § 6.04.020(L)). At the June 22<sup>nd</sup> Council meeting, the Council directed staff to draft an amended ordinance and bring it back to the Council.

The Sweet Home Municipal Code currently states:

§ 6.04.020(L)

L. Honey bees:

1. There must be one-quarter of an acre that is exclusively set aside for each hive of bees; and
2. The overall location at which the bees are residing has at minimum one-half of an acre; and
3. Hives must be kept at least 50 feet from property lines and not opened towards neighboring properties.

The proposed amendment allows up to five hives per property or lot, which must be kept 10 feet from property lines, unless there is a fence, wall, or other barrier at least 6 feet in height. The proposed ordinance also requires beekeepers to keep their hives well maintained and ensure that bees have access to water. Beekeepers must also notify their neighbors of the presence of bees.

**The Challenge/Problem:**

How does the City respond to citizen's requests for changes to the City Code? What regulations, if any, should the City enforce regarding beekeeping?

**Stakeholders:**

- Sweet Home Residents – Residents deserve the enjoyment of their homes without being unreasonably impacted by their neighbors.
- Sweet Home Beekeepers – Residents with an interest in beekeeping deserve to engage in their trade or hobby with reasonable restrictions.
- Sweet Home Community – The Community benefits from the services provided by beekeeper, such as capturing swarms, ensuring that gardens are adequately pollinated, etc.

**Issues and Financial Impacts:**

Any review or amendment of the ordinance will require no resources other than staff time, therefore there is no financial impact on the City beyond the existing budget.

**Elements of a Stable Solution:**

A stable solution is one that results in a just and enforceable City Code.

**Options:**

1. Do Nothing – Let § 6.04.020(L) remain as presently written.
2. Conduct a first reading of the proposed ordinance – The proposed ordinance will be read at this meeting and scheduled for a second reading at the November 9<sup>th</sup> meeting.
3. Make changes to the proposed ordinance and conduct a first reading – The changed ordinance will be read at this meeting and scheduled for a second reading at the November 9<sup>th</sup> meeting.
4. Direct Staff to research other options – Direct staff to research other ways to address beekeeping and any associated impacts.

**Recommendation:**

Staff recommends option 2: Conduct a first reading of the proposed ordinance.

**ORDINANCE BILL NO. 8 FOR 2021**

**ORDINANCE NO. \_\_\_\_\_**

**SWEET HOME ORDINANCE REGULATING THE KEEPING OF HONEY BEES**

WHEREAS, the City of Sweet Home recognizes the importance of bees and urban beekeeping to agriculture, gardening, and the natural environment; and

WHEREAS, the City of Sweet Home desires to protect the interests of both beekeepers and other residents.

NOW THEREFORE,

The City of Sweet Home does Ordain as follows:

Section 1. Sweet Home Municipal Code § 6.04.020(L) is amended to read as follows:

L. Honey Bees:

1. ~~There must be one-quarter of an acre that is exclusively set aside for each hive of bees~~ A maximum of five (5) hives may be kept per property or lot; and
2. ~~The overall location at which the bees are residing has at minimum one-half of an acre~~ Anyone keeping five hives must register their hives with the Oregon Department of Agriculture; and
3. Hives must be kept in a side or rear yard at least ~~50~~ 10 feet from property lines, unless a fence, wall, or dense vegetation at least six feet in height and extending at least ten feet beyond the hive(s) in each direction separates them from neighboring properties.
4. Bees must have access to a constant source of water within 15 feet of each hive at all times during the months of March through October.
5. Hives must be well maintained so as not to create a nuisance.
6. Any resident or property owner keeping bees on their property must notify all neighbors within 50 feet of the hive(s).

Passed by the Council and approved by the Mayor this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager – Ex Officio City Recorder



**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 – September 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 **September 2021**.

	<b>September 2021</b>	<b>August 2021</b>	<b>YTD</b>	<b>Fiscal Year 2021</b>	<b>Prior Five- Year Average</b>
<b><u>Accounts Payable</u></b>					
Chks printed	213	187	451	2,099	2,037
Exp. Total	\$904,129.27	\$304,779.16	\$1,311,420.16	\$9,419,358.90	\$7,448,251.05
<b><u>Passports</u></b>					
Processed	22	30	81	260	280*
Photos taken	26	28	88	254	249*
* Data back to August 2018					
<b><u>Lien Searches</u></b>	46	51	180	765	680

	September 2021	August 2021	YTD	Fiscal Year 2021	Prior Five- Year Average
<b>Utility Billing</b>					
Service requests	244	238	736	2,000	2,119*
New accounts	18	21	61	138	138*
Net account changes	+2	+2	+9	+26	+26*
Statements processed	3,212	3,204	9,617	35,410	35,140*
Past-due notices sent	734	876	2,383	9,916	10,764*
Accounts scheduled for turn-off	78	47	164	503	516*

Below is a list of the checks that were equal to or exceeded \$5,000 and their purpose (if not clear on check listing).

<b>Check No.</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	<b>Fund</b>
94047	Rabiner Resources, Inc.	All Staff training speaker	\$ 5,000.00	General Fund (100)
93156	Correct Equipment, Inc.	Water meters for change out prog.	\$ 87,079.71	Water Fund (500)
93171	Lexipol, LLC	Training & policy updates	\$ 5,974.00	Police (200)
93181	Pro-Vision, Inc.	HD In-Car Video cameras	\$ 16,146.92	Police (200)
93184	SBRK Finance Holdings, Inc.	Springbrook software (Finance)	\$ 26,793.63	Internal Service Fund (290)

# Bank Reconciliation

## Checks by Date

User: bneish  
 Printed: 10/21/2021 - 1:10AM  
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
94045	9/10/2021	Jacobs Engineering Group, Inc.		AP		92,075.78
94046	9/10/2021	Library Ideas, LLC		AP		1,450.20
94047	9/10/2021	Rabiner Resources, Inc.		AP		5,000.00
0	9/13/2021	Staples, Inc.		AP		946.06
0	9/13/2021	CENTURYLINK		AP		328.20
0	9/13/2021	PETROCARD		AP		573.92
0	9/13/2021	METEREADERS, LLC		AP		1,810.25
0	9/13/2021	MOONLIGHT BPO, INC.		AP		4,550.08
0	9/13/2021	PACIFIC POWER		AP		27,232.45
93048	9/13/2021	ALSCO		AP		274.11
93049	9/13/2021	REBECCA AMES		AP		141.49
93050	9/13/2021	The Association for Rural & Small Libr		AP		150.00
93051	9/13/2021	SAMANTHA BAILEY		AP		147.87
93052	9/13/2021	Michael Bloom		AP		40.00
93053	9/13/2021	Andrew Michael Johnson Borges		AP		316.00
93054	9/13/2021	VIRGINIA BRADLEY		AP		20.00
93055	9/13/2021	Bucher Municipal North America, Inc.		AP		1,607.93
93056	9/13/2021	Canon Financial Services, Inc.		AP		417.01
93057	9/13/2021	COMCAST		AP		88.40
93058	9/13/2021	WILLIAM DANNING		AP		244.04
93059	9/13/2021	Edge Analytical, Inc.		AP		630.00
93060	9/13/2021	FASTENAL COMPANY		AP		146.55
93061	9/13/2021	Ferguson Enterprises, LLC #3011		AP		1,700.82
93062	9/13/2021	GOOD FAITH MANAGEMENT LLC		AP		101.82
93063	9/13/2021	Lisa Gourley		AP		458.60
93064	9/13/2021	Graphics Equipment		AP		3,717.15
93065	9/13/2021	Sean Hegge		AP		58.00
93066	9/13/2021	HOY'S TRUE VALUE		AP		428.27
93067	9/13/2021	HOY'S TRUE VALUE		AP		150.00
93068	9/13/2021	Danley P. Hutchins		AP		112.00
93069	9/13/2021	INTERTECH, INC.		AP		2,376.00
93070	9/13/2021	JIMCO ELEC. CONTRACTING, INC.		AP		343.97
93071	9/13/2021	Eugene Kazemier		AP		70.00
93072	9/13/2021	Les and Bobs Sports & Apparel, Inc.		AP		234.00
93073	9/13/2021	Les Schwab Tire Centers of Portland, In		AP		90.89
93074	9/13/2021	LIBERTY ROCK PRODUCTS, INC.		AP		610.64
93075	9/13/2021	Library Ideas, LLC		AP		767.10
93076	9/13/2021	LINN COUNTY PARKS DEPARTMEN		AP		25.00
93077	9/13/2021	LINN COUNTY RECORDER		AP		95.00
93078	9/13/2021	CHAYHOWA MCELHINNY		AP		35.00
93079	9/13/2021	MOOSE CREEK MACHINE & REPAI		AP		450.00
93080	9/13/2021	Devennie Moreno		AP		50.00
93081	9/13/2021	NATIONAL PHOTOCOPY CORPORA		AP		42.28
93082	9/13/2021	NET ASSETS		AP		436.00
93083	9/13/2021	Newco, Inc.		AP		1,545.00
93084	9/13/2021	Northstar Chemical, Inc.		AP		2,146.00



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
93085	9/13/2021	ONE CALL CONCEPTS		AP		62.40
93086	9/13/2021	OREGON DEPT. OF ENVIRONMENT		AP		125,000.00
93087	9/13/2021	Samantha Osborn		AP		70.00
93088	9/13/2021	Paypal		AP		70.00
93089	9/13/2021	Pointe Pest Control-OR, LLC		AP		135.00
93090	9/13/2021	Polydyne, Inc.		AP		495.00
93091	9/13/2021	Praxair Distribution, Inc.		AP		2,289.80
93092	9/13/2021	Quadient Leasing USA, Inc.		AP		675.81
93093	9/13/2021	RENEWABLE RESOURCE GROUP, I		AP		220.00
93094	9/13/2021	TERRY ROSE		AP		37.84
93095	9/13/2021	SBRK Finance Holdings, Inc.		AP		1,930.00
93096	9/13/2021	Scottmiriam, Inc.		AP		41.00
93097	9/13/2021	SHAWN SEVERNS		AP		90.00
93098	9/13/2021	SOUTH FORK TRADING CO., INC.		AP		72.98
93099	9/13/2021	Sunset Electric, Inc.		AP		45.00
93100	9/13/2021	SUNSHINE INDUSTRIES UNLIMITE		AP		1,094.16
93101	9/13/2021	The Library Store, Inc.		AP		504.81
93102	9/13/2021	TK Elevator Corporation		AP		92.95
93103	9/13/2021	TMG Services, Inc.		AP		207.96
93104	9/13/2021	DAVID TORRES		AP		58.47
93105	9/13/2021	Dave Trask		AP		70.00
93106	9/13/2021	TYLER TECHNOLOGIES, INC.		AP		3,986.07
93107	9/13/2021	WHITNEY WALKER		AP		79.31
93108	9/13/2021	West Yost & Associates, Inc.		AP		41,577.16
93109	9/13/2021	WILDISH SAND & GRAVEL CO.		AP		688.60
93110	9/13/2021	Bret Adams		AP		85.00
93111	9/13/2021	ALSCO		AP		174.09
93112	9/13/2021	COMCAST BUSINESS		AP		3,019.00
93113	9/13/2021	INGRAM LIBRARY SERVICES		AP		321.20
93114	9/13/2021	KIP AMERICA, Inc.		AP		240.00
93115	9/13/2021	LEBANON OREGONIAN		AP		390.00
93116	9/13/2021	LIBDATA		AP		400.00
93117	9/13/2021	NATIONAL PHOTOCOPY CORPORA		AP		657.68
93118	9/13/2021	OCLC, Inc.		AP		1,529.17
93119	9/13/2021	Pointe Pest Control-OR, LLC		AP		125.00
93120	9/13/2021	WELLS FARGO FINANCIAL LEASIN		AP		734.00
93121	9/14/2021	SWEET HOME CHAMBER OF COMI		AP		5,000.00
93122	9/14/2021	Brock Byers		AP		458.60
93123	9/14/2021	Susan Coleman		AP		70.00
93124	9/14/2021	JULIE FISHER		AP		194.60
93125	9/14/2021	GATEWAY IMPRINTS, INC.		AP		287.18
93126	9/14/2021	Diane Gerson		AP		70.00
93127	9/14/2021	Lisa Gourley		AP		70.00
93128	9/14/2021	Larry Horton		AP		458.60
93129	9/14/2021	Eugene Kazemier		AP		70.00
93130	9/14/2021	Blair Larsen		AP		155.00
93131	9/14/2021	Greg Mahler		AP		70.00
93132	9/14/2021	CHAYHOWA MCELHINNY		AP		60.00
93133	9/14/2021	Devennie Moreno		AP		50.00
93134	9/14/2021	BRANDON NEISH		AP		85.00
93135	9/14/2021	Pointe Pest Control-OR, LLC		AP		115.00
93136	9/14/2021	Dylan Richards		AP		70.00
93137	9/14/2021	Angelita Sanchez		AP		70.00
93138	9/14/2021	DOLLIE SPINNATO		AP		88.48
93139	9/14/2021	Dave Trask		AP		70.00
93140	9/14/2021	Rebecca Winderman		AP		100.00

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93141	9/14/2021	Ray Towry		AP		140.00
0	9/24/2021	FICA PAYROLL TAXES		AP		57,209.67
0	9/24/2021	SWEET HOME COMMUNITY FOUN		AP		139.13
0	9/24/2021	UMPQUA BANK - ACH		AP		4,899.23
0	9/24/2021	Enterprise FM Trust		AP		1,329.22
0	9/24/2021	Enterprise FM Trust		AP		21,680.37
0	9/24/2021	Vantagepoint Trf. Agents 300619		AP		2,470.00
0	9/24/2021	OREGON PAYROLL TAXES		AP		31,877.23
0	9/24/2021	AT&T Mobility/First Net		AP		995.42
0	9/24/2021	PERS		AP		22,898.97
0	9/24/2021	Vantagepoint Trf. Agents 108524/10904		AP		44,245.27
0	9/24/2021	ASI-PAYROLL DEDUCTIONS		AP		286.50
0	9/24/2021	Amazon Capital Services, Inc.		AP		1,317.15
0	9/24/2021	MEDICARE		AP		13,558.63
0	9/24/2021	EBS TRUST		AP		77,871.15
0	9/24/2021	HSA - PAYROLL DEDUCTIONS		AP		2,980.00
0	9/24/2021	Vantagepoint Trf. Agents 705507		AP		608.33
0	9/24/2021	SWEET HOME POLICE EMPLOYEE!		AP		1,080.00
0	9/24/2021	AFLAC		AP		606.50
0	9/24/2021	Wex Bank		AP		4,592.87
0	9/24/2021	AT&T Mobility/First Net		AP		1,148.60
0	9/24/2021	Wex Bank		AP		2,645.23
0	9/24/2021	MOONLIGHT BPO, INC.		AP		589.86
0	9/24/2021	FEDERAL PAYROLL TAXES		AP		58,951.02
0	9/24/2021	PETROCARD		AP		6,268.59
0	9/24/2021	NATIONWIDE-PAYROLL DEDUCTIC		AP		850.00
93142	9/24/2021	OREGON AFSCME COUNCIL 75		AP		1,277.01
93143	9/24/2021	STEELHEAD STRENGTH & FITNES		AP		553.80
93144	9/24/2021	ROBERT BURGESS		AP		42.53
93145	9/24/2021	Dana Foxx		AP		800.00
93146	9/24/2021	JEFF & NANETTE HOLMES		AP		78.59
93147	9/24/2021	Danley P. Hutchins		AP		1,750.00
93148	9/24/2021	BETH LAMBERT		AP		31.92
93149	9/24/2021	911 Supply, Inc.		AP		2,764.39
93150	9/24/2021	ALSCO		AP		100.02
93151	9/24/2021	Michael Bloom		AP		40.00
93152	9/24/2021	BridgeTower OpCo, LLC		AP		45.98
93153	9/24/2021	BUREAU OF LABOR AND INDUSTR		AP		809.42
93154	9/24/2021	Cascades West Regional Consortium		AP		850.00
93155	9/24/2021	David M. Corey Ph.D., P.C.		AP		595.00
93156	9/24/2021	Correct Equipment, Inc.		AP		87,079.71
93157	9/24/2021	DAN DEE SALES		AP		180.00
93158	9/24/2021	DAY MANAGEMENT CORPORATIO		AP		620.00
93159	9/24/2021	David Dougherty		AP		4,143.50
93160	9/24/2021	Edge Analytical, Inc.		AP		1,158.00
93161	9/24/2021	FASTENAL COMPANY		AP		366.42
93162	9/24/2021	Ferguson Enterprises, LLC #3011		AP		705.38
93163	9/24/2021	Graphics Equipment		AP		1,635.00
93164	9/24/2021	HOME DEPOT CREDIT SERVICES		AP		98.97
93165	9/24/2021	INDUSTRIAL WELDING SUPPLY, IN		AP		16.24
93166	9/24/2021	INTERNATIONAL ASSOC. FOR PRO		AP		395.00
93167	9/24/2021	Patricia K Jensen		AP		100.00
93168	9/24/2021	KEYBANK - Restitution		AP		35.00
93169	9/24/2021	Law Enforcement Seminars, LLC		AP		385.00
93170	9/24/2021	LEAGUE OF OREGON CITIES		AP		7,297.10
93171	9/24/2021	LEXIPOL, LLC		AP		5,974.00

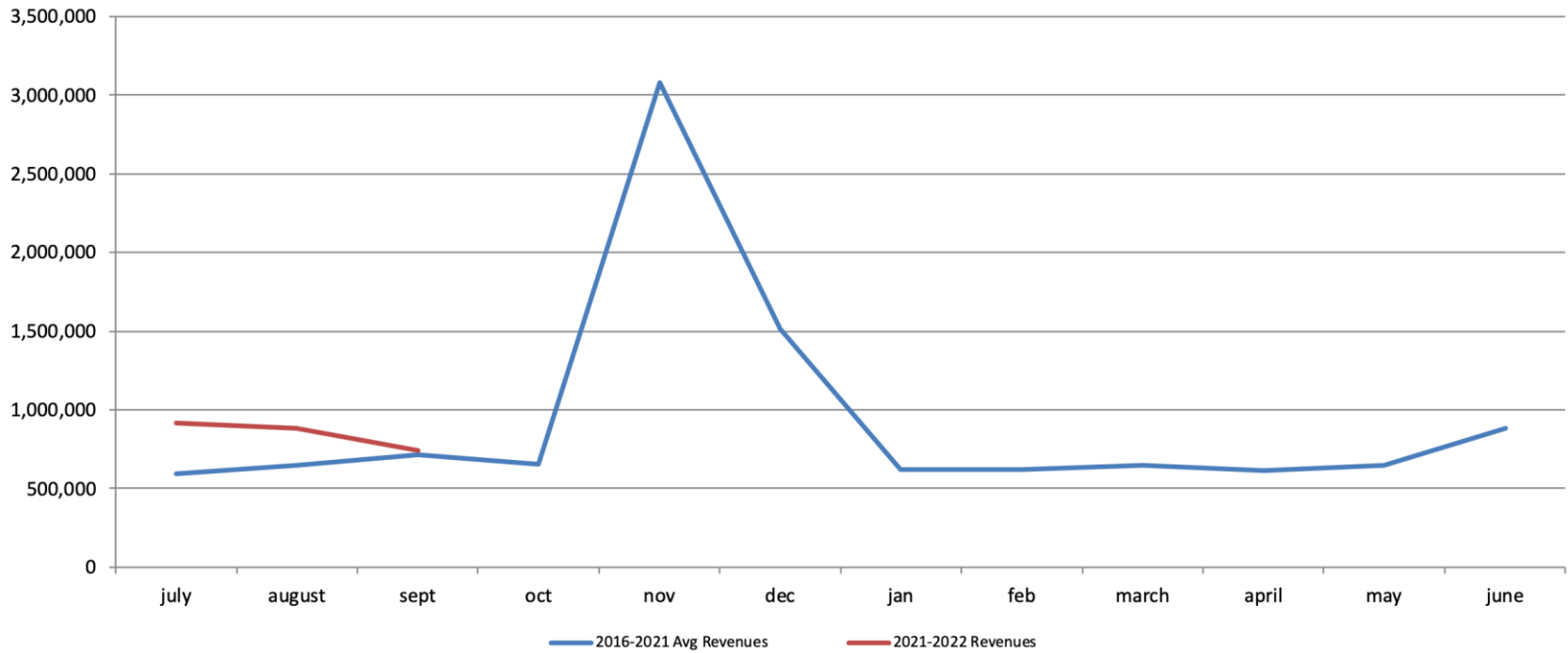
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93172	9/24/2021	LINN COUNTY PARKS DEPARTMEN		AP		40.00
93173	9/24/2021	Morpho USA, Inc.		AP		1,414.00
93174	9/24/2021	Municipal Code Corporation		AP		3,200.00
93175	9/24/2021	O & M TIRE SHOP, INC.		AP		17.00
93176	9/24/2021	OREGON ASSOC. CHIEFS OF POLIC		AP		608.00
93177	9/24/2021	OREGON CASCADES WEST COG		AP		11,611.17
93178	9/24/2021	Oregon Real Estate Property		AP		50.00
93179	9/24/2021	PACIFIC OFFICE AUTOMATION		AP		288.37
93180	9/24/2021	Pointe Pest Control-OR, LLC		AP		725.00
93181	9/24/2021	Pro-Vision, Inc.		AP		16,146.92
93182	9/24/2021	RENEWABLE RESOURCE GROUP, I		AP		220.00
93183	9/24/2021	SAMARITAN HEALTH SERVICES, II		AP		72.00
93184	9/24/2021	SBRK Finance Holdings, Inc.		AP		26,793.63
93185	9/24/2021	RACHENE SINCLAIR		AP		224.01
93186	9/24/2021	SOUTH FORK TRADING CO., INC.		AP		40.60
93187	9/24/2021	SPRINGBROOK NATIONAL USER G		AP		175.00
93188	9/24/2021	Thistledown Farm		AP		375.00
93189	9/24/2021	Uline Shipping Supplies		AP		76.50
93190	9/24/2021	USA BLUE BOOK		AP		1,611.10
93191	9/24/2021	Western Fire Chiefs Association, Inc.		AP		100.00
0	9/27/2021	OREGON AMERICAN PLANNING A		AP		276.00
0	9/27/2021	SPOLETO'S PIZZARIA		AP		188.00
0	9/27/2021	International City/County Management		AP		1,440.00
0	9/27/2021	Central Staffing & Industrial, LLC		AP		150.00
0	9/27/2021	BEST WESTERN BOULDER FALLS I		AP		-132.78
0	9/27/2021	Oregon Government Finance Officers A		AP		220.00
0	9/27/2021	Hotels.com		AP		1,705.20
0	9/27/2021	Serrano's Taquiria		AP		462.30
0	9/27/2021	US POSTMASTER		AP		31.70
0	9/27/2021	Main Street Market		AP		11.96
0	9/27/2021	Oregon School Resource Officers Assoc		AP		-249.00
0	9/27/2021	OREGON DEPT. OF TRANSPORTATI		AP		6.00
0	9/27/2021	ALBERTSONS / SAFEWAY		AP		147.69
0	9/27/2021	Subway		AP		37.32
0	9/27/2021	Oregon Police Canine Association		AP		250.00
0	9/27/2021	BI-MART CORPORATION		AP		141.11
0	9/27/2021	OREGON CITY COUNTY MANAGEI		AP		236.21
0	9/27/2021	Staples, Inc.		AP		132.45
0	9/27/2021	Grocery Outlet		AP		0.00
0	9/27/2021	Adobe, Inc.		AP		94.45
0	9/27/2021	LEAGUE OF OREGON CITIES		AP		169.00
0	9/27/2021	Grocery Outlet		AP		22.95
0	9/27/2021	Self Reliance		AP		26.00
0	9/27/2021	KASI Kobis Amusement Systems, Inc.		AP		185.26
0	9/27/2021	Walmart		AP		432.06
0	9/27/2021	HOY'S TRUE VALUE		AP		55.33
0	9/28/2021	North Central Laboratories of Wisconsin		AP		887.89
0	9/28/2021	Paramount Supply Co., Inc.		AP		37.76
0	9/28/2021	HOME DEPOT CREDIT SERVICES		AP		452.85
0	9/28/2021	GATEWAY IMPRINTS, INC.		AP		90.00
0	9/28/2021	Facebook		AP		46.35
0	9/28/2021	Pacific Northwest Section - AWWA		AP		242.00
0	9/28/2021	Hobby Lobby		AP		51.94
0	9/28/2021	Amazon Capital Services, Inc.		AP		2,026.30
0	9/28/2021	JERRY'S HOME IMPROVEMENT CE		AP		183.95

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
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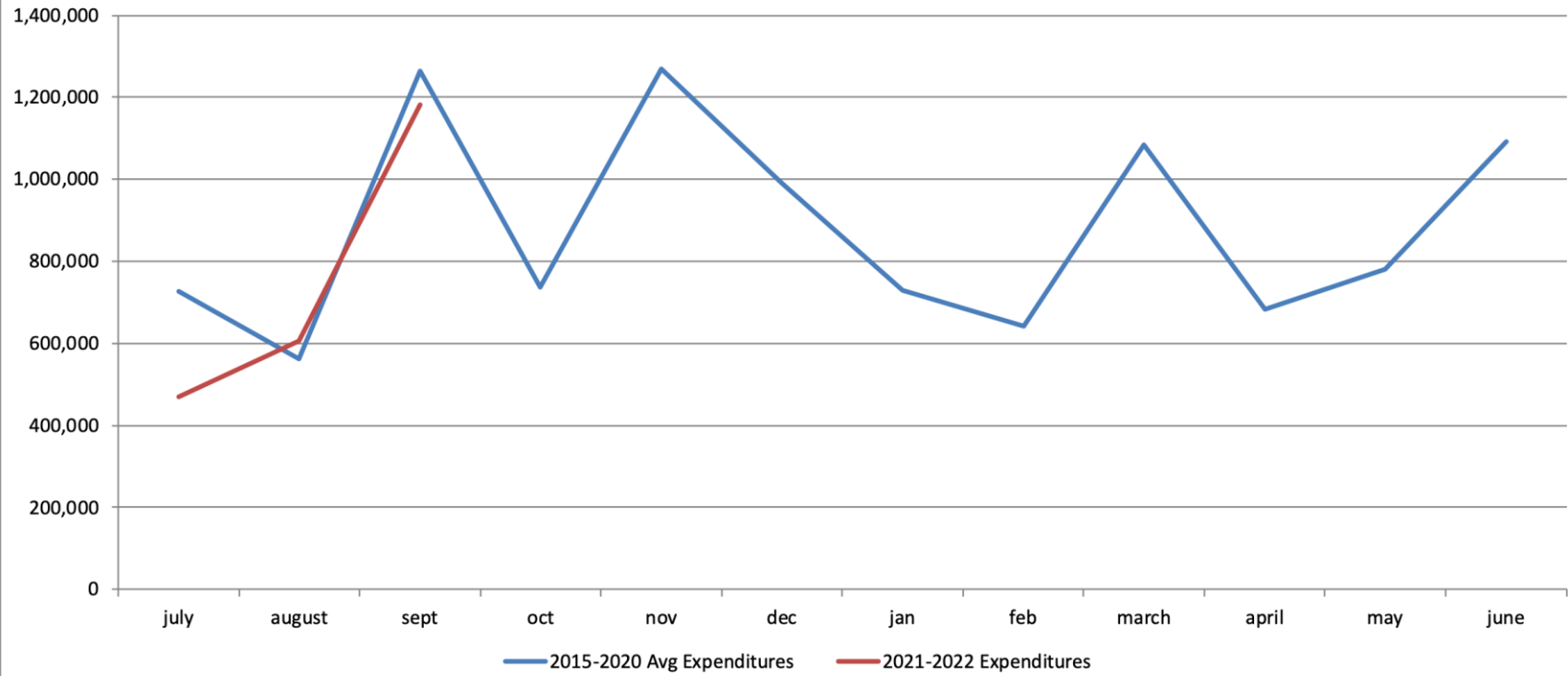
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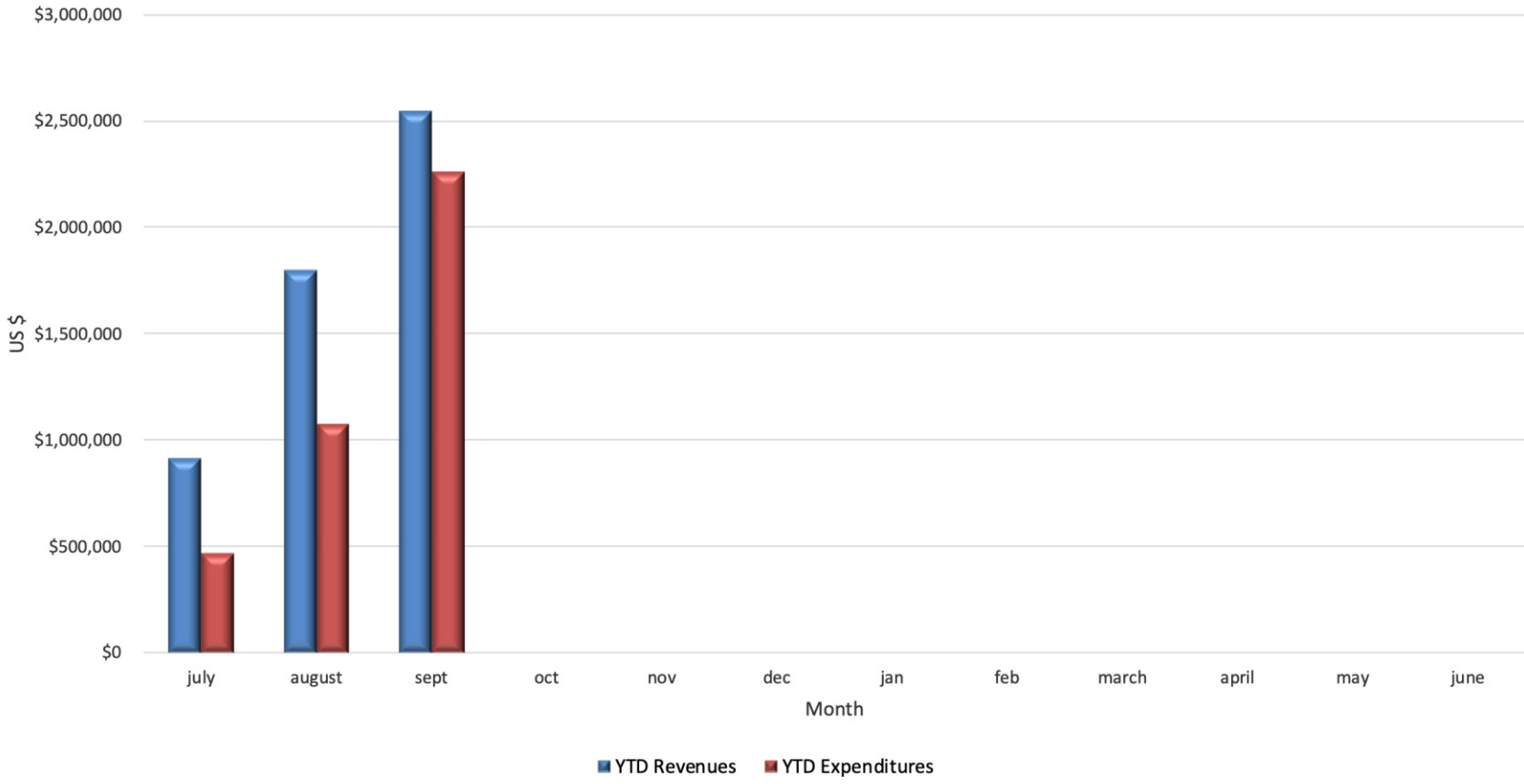
6 Years of Revenues by Month



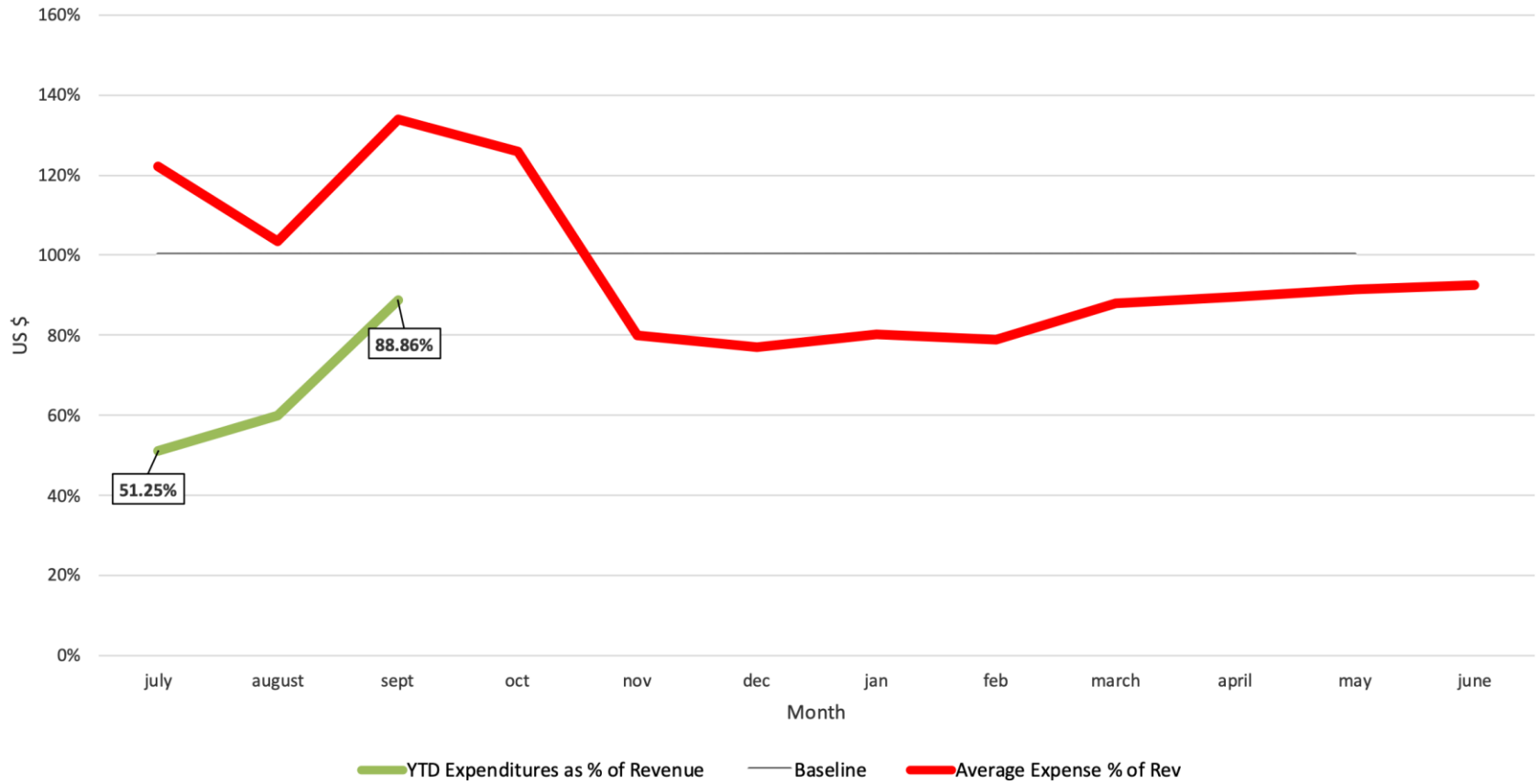
6 YEARS OF EXPENSES BY MONTH



Current Year Revenue & Expenditure Comparison



Expenditures as % of Revenues YTD





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

	<b>This Month</b>	<b>Last Month</b>	<b>Last Year</b>	<b>Year to Date</b>	<b>5 Year</b>
	09/30/2021	08/31/2021	09/30/2020	09/30/2021	
<b>Call Volume</b>	705	840	740	6825	6949
<b>CAD Calls</b>	1277	1437	1499	12969	13112
<b>ONIBR Person Crimes</b>	15	12	15	140	119
<b>ONIBR Person Crimes Cleared</b>	9	5	11	102	84
<b>ONIBR Property Crimes</b>	37	68	44	408	419
<b>ONIBR Property Crimes Cleared</b>	9	13	16	99	137

**Trends:**

The Sweet Home Police Department has seen a massive increase in calls related to mental health since 2019, while the access to mental healthcare appears to have been declining for a couple.

With this in mind, various partners in east Linn County met with Linn County Mental Health officials last week to discuss ways to increase mental health services in east county. The information provided painted a grim picture for mental health assistance in the entire State, let alone east Linn County.

Linn County Mental Health officials relayed to us that there is a significant bottle neck in necessary services at the State level. Based on the information that we received, the cause for this is two-fold. First, it is a staffing issue. Staffing across the state is stretched thin in nearly all fields, including mental health providers. During two recent episodes, the Oregon National Guard has been called in to assist with staffing at the Oregon State Hospital. This shortage isn't only at the State level. The Linn County Health Department has upwards of 16 open, unfilled positions. One of the primary goals of this meeting was to attempt to acquire more crisis intervention services to our area. Funding for this type of position is available, however, willing, and qualified applicants are not.

The second reason for the bottle neck at the State level is the lack of available mental healthcare beds. The Oregon State Hospital is not taking patients, at least not at the level that is needed. Several articles have been published on this topic that will be linked to below. According to a story in the Salem Reporter, 71 percent of the patients at the State Hospital are "aid-and-assist" patients. The State Hospital is required to prepare criminal defendants who have mental illness to "aid and assist" in their defense. For the past two decades, a court order has given priority to "aid-and-assist" patients. While the rule was relaxed in response to COVID-19, a subsequent appellate court ruling called for a permanent solution to ensure people are receiving prompt care at the State Hospital. This has limited civil commitments and leaves those sentenced to treatment at the State Hospital waiting in local jails without treatment.

Since the beginning of 2021, there have been no transports to the State Hospital from any jurisdiction in Oregon for defendants found guilty except for insanity. In the OPB report, the legal director of Disability Rights Oregon notes that the hospital cannot maintain its current staffing, much less expand its capacity and that the problems at the hospital have been building for years. Among the reasons is there are not enough community-based treatment options to intervene earlier.

What does this mean locally for us? There are 11 residential beds designated for mental health treatment shared between Linn, Benton, and Lincoln Counties. Simply put, it isn't nearly enough. We need staffing, but we really need more beds locally and at the State Hospital

Despite these challenges, we do have some hope for improvement. Linn County Mental Health continues to meet with our department regularly and makes an outreach worker available as needed to reach specific individuals. A judge found the State Hospital in contempt of court for failing to admit people with significant mental illnesses who need long-term treatment. New legislation passed this year may provide funding to the hospital and outside programs, including creation and support for crisis response teams, but hiring has been slow. Linn County Mental Health ensures us that east Linn County is the top priority for any expansion.

Locally, Country Counseling and Exodus Recovery have added capacity with the addition of a drug and alcohol counselor and a psychologist, who specializes in trauma and psychosis; and they have openings in their schedules. In a Monday quality assurance meeting, they reported they are planning to remodel their facility, located at 1235 Main St.

We continue to encourage folks with mental health issues to seek help from professionals, and we have seen some successes, but we still have a long way to go.

Article links:

<https://www.salemreporter.com/posts/5175/staffers-at-oregon-state-hospital-endure-violence-long-hours-despite-promises-of-improvements>

<https://www.opb.org/article/2021/10/12/judge-finds-oregon-state-hospital-in-contempt-of-court/>