



CITY OF SWEET HOME CITY COUNCIL AGENDA

July 08, 2025, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

Mission Statement

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

Meeting Information

This meeting is open to the public in person and virtually. 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, visit <http://live.sweethomeor.gov>. If you do not have access to the internet, you can call in to 971-203-2871 and enter the meeting ID followed by the # sign to be logged in to the call. Meeting ID: 276 473 769 028

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

I. Call to Order & Pledge of Allegiance

II. Roll Call

III. Consent Agenda

- a) [Request for Council Action – Downtown Lounge Public Address System Application](#)
- b) [Request for Council Action – Agreement with the Sweet Home Senior Center for the Transportation Program](#)
- c) Approval of Minutes:
 - i) [2025-06-24 City Council Meeting Minutes](#)

IV. Recognition of Visitors & Hearing of Petitions

V. New Business

- a) [Request for Council Action – Code Compliance Abatement Lien for 780 9th Avenue](#)
- b) [Request for Council Action – Adopting the City's Investment Strategy](#)
- c) [Public Hearing & Request for Council Action – Special Procurement Process with the Timber Framers Guild](#)
- d) [Request for Council Action – Resolution No. 16 for 2025 – Amending the City's Fee Schedule](#)

VI. Ordinance Bills

- a) Third Reading of Ordinance Bills (Roll Call Vote Required)

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

- i) [Request for Council Action – Ordinance No. 7 for 2025 – Ordinance No. 1336 – Repealing SHMC Chapter 13.04.170 Fluoridation](#)

VII. Reports of Committees

Administration, Finance & Property Committee – President Pro Tem Thorstad

- i) Open Position – Park & Tree Committee

Charter Review Committee – President Pro Tem Thorstad

- i) [2025-06-17 Charter Review Committee Meeting Minutes](#)

Community Health Committee – Councilor Bronson

- i) [2025-06-25 Community Health Committee Meeting Minutes](#)

- ii) [Health Fair Application](#)

Library Advisory Board – Councilor Augsburger

Park & Tree Committee – Councilor Hegge

- i) 2025-06-18 Park & Tree Committee Meeting Minutes

Planning Commission

Area Commission on Transportation – Councilor Sanchez, Councilor Bronson (alternate)

Chamber of Commerce – Councilor Hegge

Council of Governments – Councilor Bronson, Councilor Sanchez (alternate)

Solid Waste Advisory Council – Councilor Richards

VIII. Department Reports

Library

- i) [Library Report – June 2025](#)

Planning & Building Division

- i) Planning & Building Report – June 2025

Public Works Department

- i) [Public Works Report – June 2025](#)

Finance Department

Code Enforcement Division

- i) [Code Enforcement Report – June 2025](#)

IX. Reports of City Officials

City Manager's Report

Mayor's Report

X. Council Business for Good of the Order

XI. Adjournment



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Downtown Lounge Public Address System Application

Preferred Agenda: July 8, 2025

Submitted By: Jason Ogden, City Manager / Police Chief

Reviewed By: Blair Larsen, City Attorney

Type of Action: Motion ☒ Resolution ☐ Reading ☐ Roll Call ☐

Relevant Code/Policy: SHMC 9.20.020

Towards Council Goal: Economic Strength

Attachments: Downtown Restaurant & Lounge Public Address System Permit Application

Purpose of this RCA:

The purpose of this RCA is to request approval of a public address system permit (PA permit) application to support an outdoor venue at the Downtown Restaurant and Lounge during the Oregon Jamboree weekend.

Background/Context:

The owner of the Downtown Restaurant and Lounge submitted their PA permit application in June 2025 to expand their services for this year's Jamboree weekend. The expanded services will include a fenced outdoor venue on the existing business property (1234 Main Street) that will have alcohol sales, seating, and amplified music in the form of DJ equipment. This business has applied for this permit for the past several years and received City Council approval. Their application for 2025 indicates no changes from previous years.

The Challenge/Problem:

Because the amplified sound is anticipated to travel beyond 1,000 feet, Sweet Home Municipal Code Section 9.20.020 requires City Council approval of the PA permit. The request is for July 31st and August 1st through August 3rd between 5:00 PM and 1:30 AM.

Issues and Financial Impacts:

After reviewing Sweet Home Police Department records, no sounds complaints were received for the prior year. SHPD is supportive of the permit request. There is no financial impact to the City of Sweet Home, but approval may provide economic benefit for the business and surrounding businesses.

Elements of a Stable Solution:

Consideration of permit approval that balances the needs of the business and the needs of the surrounding neighborhood.

Options:

1. Move to approve the permit as requested: This will allow the Downtown Restaurant and Lounge to continue their annual event in accordance with the dates and times listed on the application.
2. Move to deny the permit: Denial will not allow for the amplification of music at the outdoor event beyond 1,000 feet.
3. Move to approve the permit with amendments: The City Council may choose to modify the dates and/or times of the permit.

Recommendation:

Staff recommends option #1: Move to approve the permit as requested.



Sweet Home Police Department

1950 Main Street, Sweet Home OR 97386

541-367-5181 shpd@sweethomeor.gov

APPLICATION- PUBLIC ADDRESS SYSTEM

Date of Application: 2025.06.22

Name: DOWNTOWN RESTAURANT AND LOUNGE, KATHERINE JULIAN

(Last)

(First)

(Middle)

Date of Birth:

Primary Phone:

Home Address:

Organization's Name: DOWNTOWN RESTAURANT AND LOUNGE

Organization's Address: 1234 MAIN STREET, SWEET HOME, OR 97386

Organization's Phone: 541.818.0447

Local Address of Event: 1234 MAIN STREET, SWEET HOME, OR 97386 - MAIN PARKING LOT

Nature of Business/ Event: OREGON JAMBOREE AFTER-PARTY

Date(s) and Time(s) of Message: 2025.07.31 5:00PM 1:30AM

(Date)

(From)

(To)

2025.08.01 -2025.08.03 5:00PM 1:30AM

(Date)

(From)

(To)

(Date)

(From)

(To)

Vehicle to be Used: N/A

(Color)

(Year)

(Make)

(License)

(State)

Type of Sound Amplification

Equipment to be used: PYLE SPEAKERS, AMP, DJ EQUIPMENT

Message: NO CHANGES FROM PREVIOUS YEARS

Will PA broadcast sound travel beyond 1,000 feet? YES

(If yes application must be processed and submitted to City Council for approval)

Application Review	Signature:	Date:	Decision (Approve, Approve with Conditions, Deny):
Police Chief			
() City Council			
SHPD Case #:			



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Agreement with the Sweet Home Senior Center for the Transportation Program

Preferred Agenda: July 8, 2025

Submitted By: Cecily Hope Pretty, Deputy City Manager

Reviewed By: Blair Larsen, City Attorney

Type of Action: Motion ☒ Resolution ☐ Reading ☐ Roll Call ☐

Relevant Code/Policy: N/A

Towards Council Goal: Essential Services, Effective Government, Desirable Community

Attachments: Transportation Operation Agreement

Purpose of this RCA:

The purpose of this RCA is to request City Council approval of the Transportation Operation Agreement No. 35797 between the Oregon Department of Transportation (ODOT) and the City of Sweet Home for the Senior Center transportation services.

Background/Context:

The ODOT Public Transportation Division issues the transportation grant through the City of Sweet Home in order to receive money for the Senior Center's transportation services. The agreement stipulates the terms and conditions for the Senior Center to receive the grant funds and needs to be renewed biannually.

The Challenge/Problem:

Without the cooperation of the City, the Senior Center will not be able to access necessary funds to continue its transportation operations.

Issues and Financial Impacts:

A local match is required to receive the grant. This amount is already budgeted in the General Fund.

Elements of a Stable Solution:

Taking advantage of available funding to maintain needed services in Sweet Home.

Options:

1. Do nothing: The Senior Center's transportation operations will be significantly negatively impacted.

2. Move to approve the agreement as proposed: The Senior Center will be able to continue transportation operations as planned.

Recommendation:

Staff recommends option #2: Move to approve the agreement as proposed.

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **City of Sweet Home**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after **July 1, 2025** and on or before **June 30, 2027** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements and Incorporating by reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement"), as modified by Court Order in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. May 13, 2025), ECF No. 57, enjoining the imposition of the condition that: "Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." **Per the Court's Order, this injunction is applicable to the State, including any subdivision or instrumentality thereof.**

Exhibit E: Information required by 2 CFR 200.332(b), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$434,548.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$288,697.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than

45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.oregon.gov. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.oregon.gov. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding (including, without limitation, federal funding from the Federal Transit Administration), appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Unexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient; (2) do not and

will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable; and, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in

sufficient detail to permit State to verify how the Grant Funds were expended.

d. Audit Requirements.

- i. If Recipient expends \$1,000,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 355 Capitol St NE, MS43, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.oregon.gov, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements; Procurements; conflicts of interest

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>
- c. **Subagreement indemnity; subrecipient insurance**
 - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
 - ii. **Any such indemnification shall also provide that neither Recipient's**

subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. 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; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon

delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. 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.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient 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 Recipient 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. **Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall obtain and maintain the insurance requirements provided in Exhibit C to this Agreement.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, 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.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice

mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. RECIPIENT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

City of Sweet Home, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Dawn Mitchell
3225 Main Street
Sweet Home, OR 97386
1 (541) 3674775
dawn.shsenior@comcast.net

State Contact:

Cody Franz
355 Capitol St NE, MS43
Salem, OR 97301
1 (971) 446-0336
cody.franz@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Cody Franz

Date _____ 06/26/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name _____ Nina R. Englander by email
(printed)

Date _____ 06/25/2025

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 City of Sweet Home 35797 <i>Project Administration and Operations</i> <i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement revision to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-3102-01 Item #1: Project Admin.				
	\$66,867.00	\$60,000.00	\$6,867.00	State
P-25-3102-02 Item #1: Operating Sliding Scale				
	\$216,808.00	\$121,586.00	\$95,222.00	State
Sub Total	\$283,675.00	\$181,586.00	\$102,089.00	
Project Title: 5311 City of Sweet Home 35797 <i>Project Administration and Operations</i> <i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement amendment execution to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-3103-01 Item #1: Project Admin.				
	\$66,867.00	\$60,000.00	\$6,867.00	Local
P-25-3103-02 Item #1: Operating Sliding Scale				
	\$84,006.00	\$47,111.00	\$36,895.00	Local
Sub Total	\$150,873.00	\$107,111.00	\$43,762.00	
Grand Total	\$434,548.00	\$288,697.00	\$145,851.00	

The requirements of the National Environmental Policy Act (NEPA) and all other applicable federal environmental laws (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act) apply to all projects that receive FTA funds (directly or through the State). The process of addressing compliance with NEPA and all other applicable federal environmental laws is referred to as the environmental review process. For any project receiving FTA funds, subrecipients are responsible for coordinating with ODOT prior to incurring any costs or conducting any project-related activities to confirm requirements for complying with the environmental review process. The subrecipient is responsible for submitting all documentation required to comply with the environmental review process to ODOT for approval by the FTA.

The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):

- final design activities (design beyond 30%).***
- property acquisition (includes purchase discussions with property owners that imply or are explicitly binding).***
- purchase of construction materials (including EV chargers and bus shelters) or rolling stock,***
- project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).***

Proceeding with any of these activities prior to FTA concurrence that the environmental review process is complete may deem the entire project ineligible to receive federal funding.

1. BACKGROUND

A. Project Administration

Project administrative expenses incurred by a local provider may be treated as a separate cost category from capital, planning, or operating expenses.

B. Operations

Recipient to provide demand response and deviated fixed route services within Linn County Oregon. Demand response service is provided Monday through Friday from 7:00 a.m. to 4:30 p.m. and deviated fixed route service is provided Monday through Saturday from 9:00 a.m. to 5:30 p.m.

2. PROJECT DESCRIPTION

A. Project Administration

This Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services.

B. Operations

This project would help pay for base level operations for Senior Citizens of Sweet Home, Inc. (SCOSHI), including payroll for SCOSHI staff, as well as operational expenses related to providing transit service.

3. PROJECT DELIVERABLES

A. Project Administration

Recipient shall perform administrative activities to support service sustainability as follows: include the tasks covered in the project, such as ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing and outreach, and planning.

B. Operations

To the extent possible, Recipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.

Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.

Recipient is encouraged to set realistic goals and establish measurable outcomes for this project.

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally funded projects, that income must be reported on the agency periodic report.

*Projected ridership goals established for the demand response project:
For 2025-26: 5,000
For 2026-27: 5,250*

*Projected ridership goals established for the deviated fixed route project:
For 2025-26: 3,700
For 2026-27: 3,800*

Ridership is the actual or estimated one-way passenger trips provided to the target population. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported and then exits the vehicle. Each different destination constitutes a passenger trip.

4. PROJECT ACCOUNTING and MATCHING FUNDING

A. Project Administration

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration.

Sources of funding that may be used as matching funding for this Agreement include local funds, Statewide Transportation Improvement Fund, service contract revenue, advertisement and other earned income, cash donations, and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.

B. Operations

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Program income that may be used as Recipient's matching funds for this Agreement includes service contract revenue, advertisement and other earned income, other local funds, cash donations, and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.

Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses are reimbursable as operating expenses.

5. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges.

In-house charges must be documented showing:

- Time specifically associated with the project*
- Hours, individuals or project tasks that are associated with each reimbursement*

In addition, Recipient must provide a summary of the work performed pursuant to this Agreement in its agency periodic report.

Vendor invoices must be attached.

- *Be legible*
- *Match the amount requested for reimbursement*
- *Include a description of the service (hours, rate, quantity of service)*
- *Include the date(s) of the service*
- *Include the agency providing the service*

Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.

First year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item will be disbursed, regardless of the amount of any reimbursement request.

Second year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item, plus any remaining portion from the first fiscal year period.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$288,697.00
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Administered By

Public Transportation Division
355 Capitol St NE, MS43
Salem, OR 97301

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

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

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by State:

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

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

f. "TAIL" COVERAGE.

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

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

b. INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

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

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

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

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

f. WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement"), Except as Modified Herein

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with: (1) all applicable federal requirements contained in the Certifications and Assurances including as they may be changed during the term of this Agreement, except as otherwise stated herein; and (2) all applicable requirements included in the Federal Transit Administration Master Agreement ("Master Agreement") including as they may be changed during the term of this Agreement, except as otherwise stated herein. The Certifications and Assurances and the Master Agreement are incorporated by reference herein and are available at www.transit.dot.gov.

The Certifications and Assurances for Fiscal Year 2025, Standard Assurances, Section 1.1(r), requires a grant applicant to certify that it "[w]ill comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance." In addition, the Master Agreement #33, Generally Applicable Provisions, Section 12(m) contains the following language: "the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." ("Immigration Condition").

The State of Oregon is a plaintiff in a lawsuit challenging U.S. DOT's imposition of the Immigration Condition on federal funding as unlawful." See *California v. U.S. Dep't of Transp.*, No. 1:25 cv 208 (D.R.I. filed May 13, 2025). On June 19, 2025, the court presiding over that action issued an order enjoining the imposition of the Immigration Condition on federal funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The Oregon Department of Transportation, as an agency of the State of Oregon, is subject to that court order. To the extent the Certification and Assurances purports to require an agency or person on behalf of the State of Oregon to agree to the Immigration Condition, the State of Oregon does not certify or assure that it will so comply or be bound. The State of Oregon's execution of the Master Agreement or this Agreement should not be construed as a certification or agreement to comply with the Immigration Condition. For purposes of this Agreement, the Certification and Assurances and the Master Agreement are modified to remove the Immigration Condition.

Without limiting or modifying the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a

violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

4. The requirements of the National Environmental Policy Act (NEPA), including 23 CFR Part 771, apply to all projects that receive federal funds (whether directly or through the State) or that need a federal approval or permit. The process of addressing compliance with NEPA and all other applicable federal laws relating to the environment, parks, or historic resources (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act, Section 4(f) of the U.S. Department of Transportation Act) is referred to as the environmental review process. Recipient shall coordinate with the State and FTA prior to incurring any costs, making any expenditures, or conducting any project-related activities to confirm requirements for complying with the environmental review process. Recipient is responsible for submitting all documentation required to comply with the environmental review process to the State for approval by the FTA.

Until the FTA concurs that the environmental review process is complete and in compliance with 23 CFR 771.113(a)(1), the following activities cannot proceed: final design activities (design beyond 30%), property acquisition (includes purchase discussions with property owners that imply or are explicitly binding), purchase of construction materials or rolling stock, or project construction activities (including, but is not limited to, any ground disturbance or facility modification). This award is contingent on the FTA's concurrence that the environmental review process is complete, and the project has complied with NEPA and related federal laws. Any project expenses incurred prior to completion of the environmental review process will not be eligible for reimbursement and may cause the entire project to be ineligible to receive federal funding.

5. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor 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 Recipient deems appropriate.

6. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



CITY OF SWEET HOME CITY COUNCIL MINUTES

June 24, 2025, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

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.

Call to Order & Pledge of Allegiance

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

Roll Call

PRESENT

Mayor Susan Coleman
President Pro Tem Josh Thorstad
Councilor Chelsea Augsburger
Councilor Aaron Hegge
Councilor Dylan Richards
Councilor Angelita Sanchez

ABSENT

Councilor Ken Bronson

STAFF

Jason Ogden, City Manager / Police Chief
Cecily Hope Pretty, Deputy City Manager
Angela Clegg, Planning & Building Manager
Megan Dazey, Library Services Director
Adam Leisinger, Special Projects Manager
Greg Springman, Public Works Director

GUESTS

Gary Jarvis, 2941 Foothills Drive, Sweet Home, OR 97386

Consent Agenda

Approval of Minutes:

- a) 2025-06-10 City Council Executive Session Minutes
- b) 2025-06-10 City Council Meeting Minutes

Councilor Richards moved to approve the minutes of the June 10, 2025 City Council Executive Session and Council meeting. President Pro Tem Thorstad seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Augsburger, Hegge, Richards, Sanchez

NAY: None

ABSENT: Bronson

Recognition of Visitors & Hearing of Petitions

Gary Jarvis spoke of a splash pad he visited in Levan, Utah and reviewed their budget and maintenance. He recommended that the City pursue grant opportunities to construct a splash pad in a City park.

New Business

- a) Request for Council Action – Sweet Home Police Employees' Association Collective Bargaining Agreement

City Manager Ogden stated that the Collective Bargaining Agreement's (CBA) term would be from July 1, 2025 to June 30, 2028 and the terms were agreed to after a few months of bargaining with the Sweet Home Police Employees' Association (SHPEA). He highlighted included wage increases, updates to incentive and certification pay, a new 1% residency incentive, and a reopener clause if the Police Sergeants wish to enter the bargaining unit.

Councilor Richards expressed support for the Police Department's work and the proposed CBA.

Mayor Coleman thanked City Manager Ogden for securing a new CBA before the expiration of the current one.

Councilor Richards moved to approve the CBA. President Pro Tem Thorstad seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Augsburger, Hegge, Richards, Sanchez

NAY: None

ABSENT: Bronson

- b) Request for Council Action – Sweet Home Police Employees' Association Memorandum of Understanding

City Manager Ogden stated that there were some employees receiving incentive pay that would be phased out in the new version of the CBA and the Memorandum of Understanding (MOU) would allow them to be grandfathered in with their incentives until they could be replaced with other incentives.

Councilor Richards moved to approve the MOU. President Pro Tem Thorstad seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Augsburger, Hegge, Richards, Sanchez

NAY: None

ABSENT: Bronson

Ordinance Bills

First Reading of Ordinance Bills

- a) Request for Council Action – Ordinance No. 7 for 2025 – Repealing SHMC Chapter 13.04.170 Fluoridation

City Manager Ogden stated that the item was referred to staff by City Council for consideration to repeal the City's fluoridation requirement. He reviewed the history of the requirement's passage and reconsideration.

President Pro Tem Thorstad moved to conduct a first reading of Ordinance No. 7 for 2025. Councilor Richards seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Augsburger, Hegge, Richards, Sanchez

NAY: None

ABSENT: Bronson

A first reading of Ordinance No. 7 for 2025 was conducted.

Second Reading of Ordinance Bills

President Pro Tem Thorstad moved to conduct a first second reading of Ordinance No. 7 for 2025 by title only. Councilor Richards seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Augsburger, Hegge, Richards, Sanchez

NAY: None

ABSENT: Bronson

A second reading of Ordinance No. 7 for 2025 was conducted by title only.

moved to conduct a third reading of Ordinance No. 7 for 2025 by title only at the following City Council meeting. X seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Augsburger, Hegge, Richards, Sanchez

NAY: None

ABSENT: Bronson

Third Reading of Ordinance Bills (Roll Call Vote Required)

- a) Request for Council Action – Ordinance No. 6 for 2025 – Ordinance No. 1335 – Amending SHMC Chapter 3.24 Transient Lodging Tax

A third reading of Ordinance No. 6 for 2025 was conducted by title only.

President Pro Tem Thorstad moved to approve Ordinance No. 6 for 2025. Councilor Richards seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Augsburger, Hegge, Richards, Sanchez

NAY: None

ABSENT: Bronson

Reports of Committees

Charter Review Committee – President Pro Tem Thorstad

Community Health Committee – Councilor Bronson

Library Advisory Board – Councilor Augsburger

- a) 2025-06-12 Library Board Meeting Minutes

Park & Tree Committee – Councilor Hegge

Planning Commission

Area Commission on Transportation – Councilor Sanchez, Councilor Bronson (alternate)

- a) 2025-06-26 Area Commission on Transportation Agenda Packet

Chamber of Commerce – Councilor Hegge

Council of Governments – Councilor Bronson, Councilor Sanchez (alternate)

Solid Waste Advisory Council – Councilor Richards

Department Reports

Library

Planning & Building

Public Works

Finance

Police

- a) Police Department Report – May 2025

Director Dazey provided an overview of a grant received to purchase a new ADA-compliant door for the library. She stated that additional grant funding was available to be utilized for an expense selected by the community via survey. She spoke of her recent experience at the Libraries Advancing Community Learning to Reduce Substance Use national forum. She stated that she applied for a grant with other local libraries to create a harm reduction collection.

Mayor Coleman thanked Director Dazey for representing the City of Sweet Home well.

Councilor Hegge stated that there are currently 146 Chamber of Commerce members and highlighted upcoming Chamber events such as Cut the Gut and Sportsman's Holiday. He noted good attendance at the Jim Bean Safety Fair despite poor weather. He highlighted the work of the Beautification Committee.

Councilor Augsburger stated that the Library Board would hold a Work Session in July to discuss potential sites for a new library.

Councilor Hegge stated that there was currently a vacancy on the Park & Tree Committee.

City Manager Ogden noted an increase in drug-related violations due to changes in state law. He thanked Jay and Teresa Burcham of Burcham's Metals for donating six AEDs for police patrol cars.

Reports of City Officials

City Manager's Report

City Manager Ogden thanked the volunteers who put together the Jim Bean Safety Fair and highlighted Community Services Officers Sean Morgan and Jennifer Gaspard for their coordination. He noted that there was currently a community clean-up event hosted by Code Enforcement. He thanked Code Enforcement Officer Ray Grundy and Special Projects Manager Leisinger for their work during the event. He noted updates to Transient Lodging Tax (TLT) regulations at the State Legislature that would allow cities more flexibility in their use of TLT funds in the General Fund. He stated that there would be privately hosted fireworks at Radiator Supply House on July 4th. He noted that the Sportsman's Holiday Parade would take place on July 12th and would impact traffic flows.

Mayor's Report

Mayor Coleman highlighted participation at the Jim Bean Safety Fair and thanked Public Works employees Brian Womack and Rebecca Swoboda for hosting a booth with giveaways. She thanked Public Works for their current crack sealing efforts to support the City's new pavement preservation program. She thanked staff for the community clean-up event.

Council Business for Good of the Order

Councilor Sanchez thanked Public Works for the crack sealing. She stated that the end of the legislative session was approaching. She noted that she may be deployed to work wildfires and requested excused absences if so.

Adjournment

There being no further discussion, the meeting was adjourned at 7:03 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Code Compliance Abatement Lien for 780 9th Avenue

Preferred Agenda: July 8, 2025

Submitted By: Cecily Hope Pretty, Deputy City Manager

Reviewed By: Blair Larsen, City Attorney
Jason Ogden, City Manager / Police Chief

Type of Action: Motion ☒ Resolution ☐ Reading ☐ Roll Call ☐

Relevant Code/Policy: SHMC 8.04-II Abatement Procedure

Towards Council Goal: Effective Government, Desirable Community

Attachments: N/A

Purpose of this RCA:

The purpose of this RCA is to request City Council approval to place a lien on 780 9th Avenue consistent with the procedure outlined in Sweet Home Municipal Code (SHMC) Chapter 8.04-II for the assessment of a lien following City abatement of a property with code violations.

Background/Context:

Chapter 8.04 of the Sweet Home Municipal Code outlines a number of nuisances that must be addressed by property owners; failure to abate the nuisances may result in fines or the City may choose to abate the nuisances. If the City performs the abatement, a private company is hired to clean up the property and costs are assessed to the City. The City then invoices the costs to the property owner, plus an administrative fee, consistent with SHMC 8.04-II.

Below is a description of the history of code compliance issues at 780 9th Avenue. This list may not be comprehensive as it has spanned multiple years and Code Enforcement Officers.

Address: 780 9th Avenue

Owner: Kenneth Oberg

Violations: Open storage, Nuisances Affecting Public Health, Declaration of Public Nuisance, Attractive Nuisances

Abatement Costs: \$47,779.21

This property has a history of code violations dating back to at least 2009 according to City records, particularly for vehicles and open storage. The Code Enforcement program has been actively working with the property owner since at least 2023 to resolve code violations based on neighborhood complaints. The property owner was given the opportunity to avoid fines and abatement if progress was made to resolve the code violations at multiple occasions, most

recently in October 2024. From October 2024 to February 2025, the Code Enforcement Officer visited the property and noted little to no improvements in the status of the violations.

The resident was sent a notice of abatement pending on February 25, 2025. The final notice of abatement was posted on the property on March 12, 2025. City management met with the owner in mid-March where he stated that he would utilize the weekend to address the violations and the owner requested the Code Enforcement Officer to visit the property on March 26, 2025 to observe improvements. This site visit revealed few improvements. An abatement of the exterior of the property was conducted on April 1, 2025 through April 4, 2025.

Final invoices were sent to the property owner on May 13, 2025. Per SHMC, the owner has 30 days to settle the balance before City Council may take action to place a lien on the property for the amount of the lien. The balance has not been settled.

The owner received personal service of a notice of the Council action item on July 2, 2025.

The Challenge/Problem:

The City's abatement budget is funded through taxpayer dollars. Because the bills have not been paid by the owner, the full cost of cleanup currently lies upon the City. Failure to place a lien on the property means that the City will never recoup the costs for the abatement.

Issues and Financial Impacts:

If the lien is not placed, the City will bear the cost of the abatement. While it may take many years to recover those costs with the lien, it will still ensure the funds are restored to the Code Enforcement program (or the General Fund) at some point in the future whenever the property is sold or the lien is paid off.

Elements of a Stable Solution:

A fiscally responsible approach consistent with municipal code that balances the interests of the property owner, the surrounding neighborhood, and the City.

Options:

1. Do nothing: The City will not place a lien on the property and costs will be fully absorbed by the General Fund.
2. Move to direct the City Recorder (City Manager) to enter the proposed charges in the City lien docket as a lien upon 780 9th Avenue: A lien in the amount of \$47,779.21 will be placed on the property.
3. Move to direct the City Recorder (City Manager) to enter modified charges in the City lien docket as a lien upon 780 9th Avenue: The City Council may choose to modify the amount of the lien.

Recommendation:

Staff recommends option #2: Move to direct the City Recorder (City Manager) to enter the proposed charges in the City lien docket as a lien upon 780 9th Avenue.



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Downtown Lounge Public Address System Application

Preferred Agenda: July 8, 2025

Submitted By: Cecily Hope Pretty, Deputy City Manager

Reviewed By: Blair Larsen, City Attorney

Type of Action: Motion ☒ Resolution ☐ Reading ☐ Roll Call ☐

Relevant Code/Policy: ORS 294.135(a)

Towards Council Goal: Economic Strength, Effective Government

Attachments: GPA Investment Policy Update 2025 Memo
City of Sweet Home Investment Policy (redline version)
City of Sweet Home Investment Policy (clean version)

Purpose of this RCA:

The purpose of this RCA is to review changes as proposed by the City's investment firm, Government Portfolio Advisors (GPA), and to adopt an updated Investment Policy.

Background/Context:

The City of Sweet Home adopted its current investment policy in February 2022 with revisions suggested by GPA to better align the policy with state statutes and the Oregon Short Term Fund Board policy recommendations.

The Challenge/Problem:

After reviewing the current policy, GPA is recommending one significant change: to move the Weighted Average Maturity (WAM) from 2.0 years to 2.5 years to better align to the Investment Core strategy. The maximum is established to limit the portfolio to excessive price change exposure.

Issues and Financial Impacts:

Investments do not come without risk. However, the City has seen significant returns on investment with its current policy and anticipates continued good returns with this minor change. This will also preserve the City's ability to diversify its investments.

Elements of a Stable Solution:

A fiscally responsible and flexible strategy to maximize returns on investment and promote positive cashflow with City resources.

Options:

1. Do nothing: The City could choose not to adopt the policy, but would be in violation of ORS 294.135(a).
2. Move to adopt the revised Sweet Home Investment Policy: Adoption of the revised policy ensures continuity in the City's investment strategy.
3. Move to adopt the Sweet Home Investment Policy with changes: The City Council may choose to modify the contents of the policy beyond what is proposed.

Recommendation:

Staff recommends option #2: Move to adopt the revised Sweet Home Investment Policy.

MEMO

To: Jason Ogden, Cecily Pretty and Matt Brown – City of Sweet Home

From: Deanne Woodring and Whitney Maher - GPA

Date: May 8, 2025

Re: Investment Policy Update 2025

ORS 294.135(a) requires local governments investing in securities with maturities longer than 18 months to annually adopt their investment policies. The policy was last adopted in March 2022 with several recommended updates to align the policy with statute and the Oregon Short Term Fund Board policy recommendations. After review of the policy this year, it is being presented for re-adoption for 2025 to the City Council with one recommended change:

- Weighted Average Maturity (WAM) – GPA recommends moving the WAM from 2.0 years to 2.5 years to better align to the Investment Core strategy. Update maturity constraints table as well as language in section 9.2 to reflect 2.5 year WAM.

Updated Language:

- The maximum weighted maturity of the total portfolio shall not exceed two and a half (2.5) years. This maximum is established to limit the portfolio to excessive price change exposure.

Updated Maturity Constraints Table:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
Maturity Constraints	Total Portfolio Maximum
Weighted Average Maturity	2.5 years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

CITY OF SWEET HOME



INVESTMENT POLICY

2025~~2022~~ Final

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1. INTRODUCTION

The purpose of this Investment Policy is to establish the investment objectives, delegation of authority, standards of prudence, eligible investments and transactions, internal controls, reporting requirements, and safekeeping and custodial procedures necessary for the prudent management and investment of the funds of the City of Sweet Home.

The average monthly balance of funds invested in the City's general portfolio, excluding proceeds from bond issues, is approximately \$5-10 million. The highest balances in the portfolio occur in December after property taxes are collected.

2. GOVERNING AUTHORITY

The investment program shall be operated in conformance with federal, state, and other legal requirements. Specifically, this investment policy is written in conformance with ORS 294.035; 294.040; 294.052; 294.135; 294.145 and 294.810.

This Policy has been adopted by the City Council of Sweet Home, Oregon on February 8, 2022 and replaces the City's previous adoption dated February 26, 2019.

Commented [WM1]: Replace once adopted

3. SCOPE

This policy applies to activities of the City with regard to investing the financial assets of all funds except for funds held in trust for the Pension Portfolio and deferred compensation funds for the employees of the City which have separate rules. In addition, funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the State of Oregon. Other than bond proceeds or other unusual situations, the total of all funds ranges from \$5,000,000 to \$~~2~~⁴5,000,000. This policy provides direction for the following fund types:

1. General Fund
2. Special Revenue Funds
3. Capital Projects Funds
4. Debt Service Funds
5. Enterprise Funds
6. Internal Service Funds
7. Trust and Agency Funds
8. Other Funds

4. OBJECTIVES

The City's principal investment objectives in order of priority are:

4.1 Safety:

- Preservation of capital and protection of investment principal.

- Diversification to avoid incurring unreasonable risks regarding specific security types or individual financial institutions.

4.2 Liquidity:

- Maintenance of sufficient liquidity to meet operating requirements that are reasonably anticipated.

4.3 Yield – Return:

- Attainment of a market value rate of return throughout budgetary and economic cycles.

5. STANDARDS OF CARE

5.1 Delegation of Authority

- Governing Body: The ultimate responsibility and authority for the investment of City funds resides with the City Council. The City hereby designates the Finance Director as the Finance Director for the City's funds. The Finance Director shall invest City funds in accordance with ORS Chapter 294, Public Financial Administration, and with this Investment Policy. This Policy shall constitute a "written order" from City Council per ORS 294.035.
- Finance Committee: The City Finance Committee will provide additional guidance and oversight in regards to the annual investment policy review and quarterly investment reports.
- Investment Advisor: Subject to required procurement procedures, the City may engage the support services of outside professionals in regard to its financial program, so long as it can be demonstrated or anticipated that these services produce a net financial advantage or necessary financial protection of the City's resources. External investment advisors shall be subject to Oregon Revised Statutes and the provisions of this Investment Policy. The Advisor shall provide non-discretionary advisory services, which require prior approval from the Finance Director on all transactions.

In order to optimize total return through active portfolio management, resources shall be allocated to the cash management program. This commitment of resources shall include financial and staffing considerations.

5.2 Prudence:

The standard of prudence to be used, by the Finance Director, in the context of managing the overall portfolio is the prudent investor rule which states:

"Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The City's Finance Director (ORS 294.004 (2)) and staff acting in accordance with this Investment Policy, written procedures, and Oregon Revised Statutes 294.035 and 294.040 and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price change

or other loss, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy.

5.3 Ethics:

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244.

6. AUTHORIZED FINANCIAL INSTITUTIONS

The City shall maintain a list of all authorized financial institutions and dealers that are approved for investment purposes. Any firm is eligible to make an application to the Finance Director and upon due consideration and approval, will be added to the list. Additions and deletions to the list will be made at the City's discretion. There should be in place, proof as to all the necessary credentials and licenses held by employees of the brokers/dealers who will have contact with the City of Sweet Home as specified by but not necessarily limited to the Financial Industry Regulatory Authority (FINRA), Securities and Exchange Commission (SEC), etc.

6.1 Broker/Dealers:

The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives. The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

i. Broker/Dealer firms must meet the following minimum criteria:

- A. Be registered with the Securities and Exchange Commission (SEC);
- B. Be registered with the Financial Industry Regulatory Authority (FINRA).
- C. Provide most recent audited financials.
- D. Provide FINRA Focus Report filings.

ii. Approved broker/dealer employees who execute transactions with the City must meet the following minimum criteria:

- A. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
- B. Be licensed by the state of Oregon;
- C. Provide certification (in writing) of having read; understood; and agreed to comply with the most current version of this investment policy.

iii. The investment officer may utilize the non-discretionary advisors approved list in lieu of the City's internal broker list. The advisor must provide the City with documentation of an annual review. At a minimum the advisor must maintain documentation of appropriate licenses and professional credentials of all broker/dealers on the list. The advisor broker/dealer review should include:

- i. FINRA Certification check
- ii. Firm Profile
- iii. Firm History
- iv. Firm Operations
- v. Disclosures of Arbitration Awards, Disciplinary and Regulatory Events
- vi. State Registration Verification
- vii. Financial review of acceptable FINRA capital requirements or letter of credit for clearing settlements.

The advisors must provide the City with any changes to the list prior to transacting on behalf of the City.

6.2 Financial Bank Institutions:

All financial banks that provide bank deposits, certificates of deposits or any other deposit of the bank to the City must either be fully covered by the FDIC or the bank must be a participant of the Public Funds Collateralization Program (PFCP) program. ORS Chapter 295 governs the collateralization of Oregon public funds and provides the statutory requirements for the Public Funds Collateralization Program. Bank depositories are required to pledge collateral against any public funds deposits in excess of deposit insurance amounts. This provides additional protection for public funds in the event of a bank loss. ORS Chapter 295 sets the specific value of the collateral, as well as the types of collateral that are acceptable. ORS Chapter 295 creates a shared liability structure for participating bank depositories, better protecting public funds though still not guaranteeing that all funds are 100% protected.

6.3 Investment Advisors:

An Investment Advisor may be utilized to manage funds and will be selected through a competitive RFP process. The Advisor must meet the following criteria:

- a. The investment advisor firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon; (Note: Investment advisor firms with assets under management > \$100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon);
- b. All investment advisor firm representatives conducting investment transactions on behalf of City must be registered representatives with FINRA;
- c. All investment advisor firm representatives conducting investment transactions on behalf of City must be licensed by the state of Oregon;
- d. Contract terms will include that the Investment advisor will comply with the City's Investment Policy.

A periodic (at least annual) review of all investment advisors under contract will be conducted by the Finance Director to determine their continued eligibility within the portfolio guidelines. The

Investment Advisor must notify the City immediately if any of the following issues arise while serving under a City Contract:

- a. Pending investigations by securities regulators.
- b. Significant changes in net capital.
- c. Pending customer arbitration cases.
- d. Regulatory enforcement actions.

6.4 Competitive Transactions:

The Finance Director will obtain telephone, faxed or emailed quotes before purchasing or selling an investment. The Finance Director will select the quote which best satisfies the investment objectives of the investment portfolio within the parameters of this policy. The Finance Director and/or the Investment Advisor will maintain a written record of each bidding process including the name and prices offered by each participating financial institution.

The City's investment advisor that is providing investment management services must provide documentation of competitive pricing execution on each transaction. The investment advisor will retain documentation and provide upon request.

7. SAFEKEEPING AND CUSTODY

7.1 Safekeeping of Securities and Funds:

Securities will be held by an independent third-party safekeeping institution selected by the City in the City's segregated account. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.

All trades of marketable securities will be executed on a delivery vs payment (DVP) basis to ensure that securities are deposited in the City of Sweet Home's safekeeping institution prior to the release of funds.

7.2 Bank Deposits and Certificates of Deposit:

The City may hold bank deposits or certificates of deposits at banks qualified under ORS 295.

7.3 Accounting Method:

The City shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).

7.4 Internal Controls:

The Finance Director shall maintain a system of written internal controls which shall address the following areas of concern:

- Compliance with investment policy constraints and requirements
- Clear delegation of authority
- Segregation of duties and separation of responsibilities for trade execution, accounting, and record keeping
- Written confirmation of transactions and funds transfers
- Timely reconciliation of custodial reports
- Appropriate security for online transactions and access to bank accounts and bank data
- Custodial safekeeping
- Control of collusion
- Review, maintenance and monitoring of security procedures both manual and automated
- Dual authorizations of wire and automated clearing house (ACH) transfers

An external auditor shall provide an annual independent audit to assure compliance with Oregon state law and City of Sweet Home policies and procedures.

8. AUTHORIZED AND SUITABLE INVESTMENTS

8.1 Authorized Investments:

All investments of the City shall be made in accordance with Oregon Revised Statutes: ORS 294.035 (Investment of surplus funds of political subdivisions; approved investments), ORS 294.040 (Restriction on investments under ORS 294.035), ORS 294.135 (Investment maturity dates), ORS 294.145 (Prohibited conduct for Finance Director including not committing to invest funds or sell securities more than 14 business days prior to the anticipated date of settlement), ORS 294.805 to 294.895 (Local Government Investment Pool). Any revisions or extensions of these sections of the ORS must be amended to this policy in order to be allowable.

8.2 Suitable Investments:

The City will diversify investments across maturities, security types and institutions to avoid incurring unreasonable risks. Minimum percentages and credit limits apply at the time of purchase.

The City has further defined the eligible types of securities and transactions as follows:

US Treasury Obligations: U.S. Treasury and other government obligations that carry the full faith and credit guarantee of the United States for the timely payment of principal and interest [ORS Section 294.035(3)(a)].

US Agency Obligations: Federal agency and instrumentalities of the United States or enterprises sponsored by the United States Government (GSEs) whose payment is guaranteed by the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States

Municipal Debt: Lawfully issued debt obligations of the States of Oregon, California, Idaho and Washington and political subdivisions of those states if the obligations have a long-term rating on the settlement date of AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization, or are rated on the settlement date in the highest category for short-term municipal debt by a nationally recognized statistical rating organization [ORS Section 294.035(3)(c)].

Corporate Indebtedness: Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)3 of the Securities Act of 1933, as amended. Corporate indebtedness must be rated on the settlement date AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization [ORS Section 294.035(3)(i)].

Commercial Paper: Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)3 of the Securities Act of 1933, as amended. Commercial Paper must be rated A1 by Standard and Poor's or P1 by Moody's or equivalent rating by any nationally recognized statistical rating organization. Issuer constraints for commercial paper combined with corporate notes will be limited by statute to 5% of market value per issuer [ORS Section 294.035(3)(i)].

Certificates of Deposit: Certificates of deposit in insured institutions as defined in ORS 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)].

Bank Time Deposit/Savings Accounts: Time deposit open accounts or savings accounts in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)].

Bankers' Acceptance: Banker's acceptances, if the banker's acceptances are: (i) Guaranteed by, and carried on the books of, a qualified financial institution*; (ii) Eligible for discount by the Federal Reserve System; and (iii) Issued by a qualified financial institution whose short-term letter of credit rating is rated in the highest category without any refinement or gradation by one or more nationally recognized statistical rating organizations [ORS Section 294.035(3)(h)].

Local Government Investment Pool: State Treasurer's local short-term investment fund up to the statutory limit per ORS Section 294.810.

*For the purposes of this paragraph, "qualified financial institution" means: (i) A financial institution that is located and licensed to do banking business in the State of Oregon; or (ii) A financial institution that is wholly owned by a financial holding company or a bank holding company that owns a financial institution that is located and licensed to do banking business in the State of Oregon [ORS Section 294.035(3)(h)].

8.3 Collateralization:

Time deposit open accounts, Certificates of Deposit and savings accounts shall be collateralized through the collateral pool for any excess over the amount insured by an agency of the United States government in accordance with ORS 295.015 and ORS 295.018.

9. INVESTMENT PARAMETERS

9.1 Diversification:

The City will diversify the investment portfolio to avoid incurring unreasonable risks, both credit and interest rate risk, inherent in over investing in specific instruments, individual financial institutions or maturities.

Credit risk: is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt.

Liquidity risk: is the risk that an investment may not be easily marketable or redeemable.

Interest rate risk: longer term investments have the potential to achieve higher returns but are also likely to exhibit higher market value price volatility due to the changes in the general level of interest rates.

Diversification Constraints on Total Holdings – Liquidity and Core Funds

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's, Or Equivalent NRSRO	Maximum Maturity
US Treasury Obligations	100%	None	N/A	5.25 years
US Agency Obligations	100%	35%	N/A	5.25 years
Municipal Debt (OR, CA, ID, WA)	25%	5%	AA- / Aa3 Short Term*	5.25 years
Corporate Notes	35%**	5%***	AA- / Aa3	5.25 years
Commercial Paper			A1 / P1	270 days
Bank Time Deposits/Savings Accounts	25%	15%	Oregon Public Depository	N/A
Certificates of Deposit	10%	5%	Oregon Public Depository	5.25 years
Banker's Acceptance	25%	5%	A1 / P1	180 days
Oregon Short Term Fund	Maximum allowed per ORS 294.810	None	N/A	N/A

*Short Term Ratings: Moody's - P1/MIG1/VMIG1, S&P - A-1/SP-1, Fitch - F1

**35% maximum combined corporate and commercial paper per ORS.

***Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

9.2 Investment Maturity:

The City will not directly invest in securities with a stated maturity of more than five and a quarter (5.25) years from the date of purchase.

- The maximum weighted maturity of the total portfolio shall not exceed two and a half (2.5) years. This maximum is established to limit the portfolio to excessive price change exposure.
- Liquidity funds will be held in the State Pool, Bank Deposits or in money market instruments maturing six months and shorter. The liquidity portfolio shall, at a minimum, represent six month budgeted outflows.
- Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between 1 day and 5.25 years and will be only invested based on the diversification parameters listed in 9.1 of this policy.
- Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
Maturity Constraints	Total Portfolio Maximum
Weighted Average Maturity	2.5 years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

9.3 Prohibited Investments:

- The City shall not invest in “144A” private placement securities.
- The City shall not lend securities nor directly participate in a securities lending or reverse repurchase program.
- The City shall not purchase mortgage backed securities.
- The City will not purchase, per ORS 294.040, any bonds of issuers listed in ORS 294.035(3)(a) to (c) that have a prior default history.

10. INVESTMENT OF PROCEEDS FROM DEBT ISSUANCE

Investments of bond proceeds are restricted further and will not include corporate bonds in the dedicated bond proceed portfolio. All other allowable investments including: US Treasury, US Agency and Commercial Paper may be utilized. The investments will be made in a manner to match cash flow expectations based on managed disbursement schedules.

Liquidity for bond proceeds will be managed through the OSTF Pool or Bank deposit balances.

Commented [WM2]: Updated this section to reflect GPA’s recommended change to maximum single maturity of 5.25 years (from 5.0 years). This will provide additional flexibility when opportunities arise in the new issue market, which may have a 5 year and 1 week maturity for example

Commented [WM3]: Added this section per OST Sample Policy

Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and maturities are intended to be matched with expected outflows.

Information will be maintained for arbitrage rebate calculations.

11. INVESTMENT OF RESERVE OR CAPITAL IMPROVEMENTS

Commented [WM4]: Added this section per OST Sample Policy

Pursuant to ORS 294.135(1)(b), reserve or capital Improvement project monies may be invested in securities exceeding 5.25 years when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the county, municipality, school district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used.

12. POLICY COMPLIANCE AND PERFORMANCE STANDARDS

12.1 Compliance Measurement and Procedures:

- a. Compliance Report: A compliance report documenting the portfolio versus the investment policy shall be maintained quarterly.
- b. Compliance Measurement: Guideline measurements will use market value of investments.
- c. Compliance Procedures:
 - i. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
 - ii. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the Finance Committee.
 - iii. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.
 - iv. As determined on any date that the security is held within the portfolio. If the credit rating of a security is subsequently downgraded below the minimum rating level for a new investment of that security, the Finance Director shall evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold. The Finance Director will apply the general objectives of Safety, Liquidity, Yield and Legality to make the decision. *If the City has hired the services of an Investor Advisor, the Finance Director will act on the recommendation of the Advisor.*

12.2 Performance Measurement:

- a. The City yields will be compared to the OST Pool rates.
- b. The portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum effective duration and will have the objective to achieve market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles, but may underperform or out perform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be a 0-3 year or 0-5 year standard market index and comparisons will be calculated monthly and reported quarterly.
- c. When comparing the performance of the City's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.
- d. The mark to market pricing will be calculated monthly and be provided in a monthly report.

13.REPORTING REQUIREMENTS

The Finance Director will retain and provide quarterly investment reports to the City Council in a similar manner as outlined in ORS 208.090. The reports also will be available upon request. Securities holdings and cash balances held in the investment portfolio will be provided on the reports.

The minimum quarterly reporting requirements for total portfolio are as follows:

- Earnings Yield
- Holdings Report (including mark to market)
- Transactions Report
- Weighted Average Maturity or Duration
- Compliance Report

14.INVESTMENT POLICY ADOPTION

This Investment Policy shall be reviewed by the City's Finance Committee and adopted by City Council annually in accordance with ORS 294.135(a). Any significant changes to the policy must be reviewed by the Oregon Short Term-Fund Board prior to submitting to City Council for adoption.

15. GLOSSARY

Accrued Interest: The interest accumulated on a security since the issue date or since the last coupon payment. The buyer of the security pays the market price plus accrued interest.

Agency Securities: See “Federal Agency Securities.”

Bankers’ Acceptance (BA’s): A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers’ acceptances are traded at a discount from face value as a month market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point: A basis point is a unit of measure used in finance to describe the percentage change in the value or rate of a financial instrument. One basis point is equivalent to 0.01% (1/100th of a percent) or 0.0001 in decimal form. In most cases, it refers to changes in interest rates and bond yields.

Benchmark: A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio’s investments.

Bond: An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and it is usually secured by specific assets. Most bonds have a maturity of greater than one year and in general, pay interest semiannually.

Broker/Dealer: A person or firm transacting securities business with customers. A “broker” acts as an agent between buyers and sellers, and receives a commission for these services. A “dealer” buys and sells financial assets from its own portfolio. A dealer takes risk by owning an inventory of securities, whereas a broker merely matches up buyers and sellers.

Call: An option to buy a specific asset at a certain price within a certain period of time.

Callable: A bond or preferred stock that may be redeemed by the issuer before maturity for a call price specified at the time of issuance.

Call Date: The date before maturity on which a bond may be redeemed at the option of the issuer.

Certificate of Deposit (CD): Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity).

Collateral: Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper: Short-term, unsecured, negotiable promissory notes issued by a company or financial institution. Issued at a discount and matures at par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Core Fund: Core funds are defined as operating fund balance which exceeds the City's daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

Corporate Note: A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Coupon Rate: The annual rate of interest that the issuer of a bond promises to pay to the holder of the bond.

Current Maturity: The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

Current Yield: The coupon payments on a security as a percentage of the security's market price. In many instances the price should be gross of accrued interest, particularly on instruments where no coupon is left to be paid until maturity.

CUSIP: A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

Delivery Versus Payment (DVP): Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC): A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Discount Notes: Short term debt obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Discount Notes typically have very large primary (new issue) and secondary markets.

Federal Agency Security: A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency: Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets.

Federal Farm Credit Bank (FFCB): A Government Sponsored Enterprise (GSE) system that is a network of cooperatively owned lending institutions that provide credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to

have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Home Loan Bank System (FHLB). A Government Sponsored Enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Finance Committee: A group consisting of the City Manager, Finance Director and Mayor, or his/her appointee from Council with positions reviewed by the Mayor on an annual basis.

General Obligation Bonds (GOs): Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

Government Bonds: Securities issued by the federal government; they are obligations of the U.S. Treasury. Also known as "government bonds."

Government Sponsored Enterprise (GSE): Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and FFCB.

Interest: Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

Interest Rate: The interest payable each year on borrowed funds, expressed as a percentage of the principal.

Investment Advisor: A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Portfolio: A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

Investment Securities: Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

Liquidity: The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

Liquidity Component: A percentage of the total portfolio that is dedicated to providing liquidity needs for the City.

Mark to Market: Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

Municipals: Securities, usually bonds, issued by a state or its agencies. The interest on "munis" is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency's taxation powers.

NRSRO: A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating such as Moody's, S&P, Fitch and Duff & Phelps.

Par Value: The value of a security expressed as a specific dollar amount marked on the face of the security, or the amount of money due at maturity. Par value should not be confused with market value.

Prudent Person Standard: Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee will act with care, skill, prudence, and diligence under the circumstances the prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with

those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the entity.

Rate of Return: Amount of income received from an investment, expressed as a percentage of the amount invested.

State of Oregon Local Government Investment Pool (OSTF – Oregon Short Term Fund): The OSTF is organized pursuant to ORS 294.805 through 294.895. Participation in the Pool will not exceed the maximum limit annually set by ORS 294.810.

Total Return: Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasury Bill (T-Bill): An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

Treasury Bonds and Notes: Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

Yield: The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield to Maturity: The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.

CITY OF SWEET HOME



INVESTMENT POLICY

2025 Final

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1. INTRODUCTION

The purpose of this Investment Policy is to establish the investment objectives, delegation of authority, standards of prudence, eligible investments and transactions, internal controls, reporting requirements, and safekeeping and custodial procedures necessary for the prudent management and investment of the funds of the City of Sweet Home.

The average monthly balance of funds invested in the City's general portfolio, excluding proceeds from bond issues, is approximately \$5-10 million. The highest balances in the portfolio occur in December after property taxes are collected.

2. GOVERNING AUTHORITY

The investment program shall be operated in conformance with federal, state, and other legal requirements. Specifically, this investment policy is written in conformance with ORS 294.035; 294.040; 294.052; 294.135; 294.145 and 294.810.

This Policy has been adopted by the City Council of Sweet Home, Oregon on February 8, 2022 and replaces the City's previous adoption dated February 26, 2019.

3. SCOPE

This policy applies to activities of the City with regard to investing the financial assets of all funds except for funds held in trust for the Pension Portfolio and deferred compensation funds for the employees of the City which have separate rules. In addition, funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the State of Oregon. Other than bond proceeds or other unusual situations, the total of all funds ranges from \$5,000,000 to \$25,000,000. This policy provides direction for the following fund types:

1. General Fund
2. Special Revenue Funds
3. Capital Projects Funds
4. Debt Service Funds
5. Enterprise Funds
6. Internal Service Funds
7. Trust and Agency Funds
8. Other Funds

4. OBJECTIVES

The City's principal investment objectives in order of priority are:

4.1 Safety:

- Preservation of capital and protection of investment principal.

- Diversification to avoid incurring unreasonable risks regarding specific security types or individual financial institutions.

4.2 Liquidity:

- Maintenance of sufficient liquidity to meet operating requirements that are reasonably anticipated.

4.3 Yield – Return:

- Attainment of a market value rate of return throughout budgetary and economic cycles.

5. STANDARDS OF CARE

5.1 Delegation of Authority

- a. **Governing Body:** The ultimate responsibility and authority for the investment of City funds resides with the City Council. The City hereby designates the Finance Director as the Finance Director for the City's funds. The Finance Director shall invest City funds in accordance with ORS Chapter 294, Public Financial Administration, and with this Investment Policy. This Policy shall constitute a "written order" from City Council per ORS 294.035.
- b. **Finance Committee:** The City Finance Committee will provide additional guidance and oversight in regards to the annual investment policy review and quarterly investment reports.
- c. **Investment Advisor:** Subject to required procurement procedures, the City may engage the support services of outside professionals in regard to its financial program, so long as it can be demonstrated or anticipated that these services produce a net financial advantage or necessary financial protection of the City's resources. External investment advisors shall be subject to Oregon Revised Statutes and the provisions of this Investment Policy. The Advisor shall provide non-discretionary advisory services, which require prior approval from the Finance Director on all transactions.

In order to optimize total return through active portfolio management, resources shall be allocated to the cash management program. This commitment of resources shall include financial and staffing considerations.

5.2 Prudence:

The standard of prudence to be used, by the Finance Director, in the context of managing the overall portfolio is the prudent investor rule which states:

"Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The City's Finance Director (ORS 294.004 (2)) and staff acting in accordance with this Investment Policy, written procedures, and Oregon Revised Statutes 294.035 and 294.040 and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price change

or other loss, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy.

5.3 Ethics:

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244.

6. AUTHORIZED FINANCIAL INSTITUTIONS

The City shall maintain a list of all authorized financial institutions and dealers that are approved for investment purposes. Any firm is eligible to make an application to the Finance Director and upon due consideration and approval, will be added to the list. Additions and deletions to the list will be made at the City's discretion. There should be in place, proof as to all the necessary credentials and licenses held by employees of the brokers/dealers who will have contact with the City of Sweet Home as specified by but not necessarily limited to the Financial Industry Regulatory Authority (FINRA), Securities and Exchange Commission (SEC), etc.

6.1 Broker/Dealers:

The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives. The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

- i. Broker/Dealer firms must meet the following minimum criteria:
 - A. Be registered with the Securities and Exchange Commission (SEC);
 - B. Be registered with the Financial Industry Regulatory Authority (FINRA).
 - C. Provide most recent audited financials.
 - D. Provide FINRA Focus Report filings.
- ii. Approved broker/dealer employees who execute transactions with the City must meet the following minimum criteria:
 - A. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
 - B. Be licensed by the state of Oregon;
 - C. Provide certification (in writing) of having read; understood; and agreed to comply with the most current version of this investment policy.

iii. The investment officer may utilize the non-discretionary advisors approved list in lieu of the City's internal broker list. The advisor must provide the City with documentation of an annual review. At a minimum the advisor must maintain documentation of appropriate licenses and professional credentials of all broker/dealers on the list. The advisor broker/dealer review should include:

- i. FINRA Certification check
- ii. Firm Profile
- iii. Firm History
- iv. Firm Operations
- v. Disclosures of Arbitration Awards, Disciplinary and Regulatory Events
- vi. State Registration Verification
- vii. Financial review of acceptable FINRA capital requirements or letter of credit for clearing settlements.

The advisors must provide the City with any changes to the list prior to transacting on behalf of the City.

6.2 Financial Bank Institutions:

All financial banks that provide bank deposits, certificates of deposits or any other deposit of the bank to the City must either be fully covered by the FDIC or the bank must be a participant of the Public Funds Collateralization Program (PFCP) program. ORS Chapter 295 governs the collateralization of Oregon public funds and provides the statutory requirements for the Public Funds Collateralization Program. Bank depositories are required to pledge collateral against any public funds deposits in excess of deposit insurance amounts. This provides additional protection for public funds in the event of a bank loss. ORS Chapter 295 sets the specific value of the collateral, as well as the types of collateral that are acceptable. ORS Chapter 295 creates a shared liability structure for participating bank depositories, better protecting public funds though still not guaranteeing that all funds are 100% protected.

6.3 Investment Advisors:

An Investment Advisor may be utilized to manage funds and will be selected through a competitive RFP process. The Advisor must meet the following criteria:

- a. The investment advisor firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon; (Note: Investment advisor firms with assets under management > \$100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon);
- b. All investment advisor firm representatives conducting investment transactions on behalf of City must be registered representatives with FINRA;
- c. All investment advisor firm representatives conducting investment transactions on behalf of City must be licensed by the state of Oregon;
- d. Contract terms will include that the Investment advisor will comply with the City's Investment Policy.

A periodic (at least annual) review of all investment advisors under contract will be conducted by the Finance Director to determine their continued eligibility within the portfolio guidelines. The

Investment Advisor must notify the City immediately if any of the following issues arise while serving under a City Contract:

- a. Pending investigations by securities regulators.
- b. Significant changes in net capital.
- c. Pending customer arbitration cases.
- d. Regulatory enforcement actions.

6.4 Competitive Transactions:

The Finance Director will obtain telephone, faxed or emailed quotes before purchasing or selling an investment. The Finance Director will select the quote which best satisfies the investment objectives of the investment portfolio within the parameters of this policy. The Finance Director and/or the Investment Advisor will maintain a written record of each bidding process including the name and prices offered by each participating financial institution.

The City's investment advisor that is providing investment management services must provide documentation of competitive pricing execution on each transaction. The investment advisor will retain documentation and provide upon request.

7. SAFEKEEPING AND CUSTODY

7.1 Safekeeping of Securities and Funds:

Securities will be held by an independent third-party safekeeping institution selected by the City in the City's segregated account. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.

All trades of marketable securities will be executed on a delivery vs payment (DVP) basis to ensure that securities are deposited in the City of Sweet Home's safekeeping institution prior to the release of funds.

7.2 Bank Deposits and Certificates of Deposit:

The City may hold bank deposits or certificates of deposits at banks qualified under ORS 295.

7.3 Accounting Method:

The City shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).

7.4 Internal Controls:

The Finance Director shall maintain a system of written internal controls which shall address the following areas of concern:

- Compliance with investment policy constraints and requirements
- Clear delegation of authority
- Segregation of duties and separation of responsibilities for trade execution, accounting, and record keeping
- Written confirmation of transactions and funds transfers
- Timely reconciliation of custodial reports
- Appropriate security for online transactions and access to bank accounts and bank data
- Custodial safekeeping
- Control of collusion
- Review, maintenance and monitoring of security procedures both manual and automated
- Dual authorizations of wire and automated clearing house (ACH) transfers

An external auditor shall provide an annual independent audit to assure compliance with Oregon state law and City of Sweet Home policies and procedures.

8. AUTHORIZED AND SUITABLE INVESTMENTS

8.1 Authorized Investments:

All investments of the City shall be made in accordance with Oregon Revised Statutes: ORS 294.035 (Investment of surplus funds of political subdivisions; approved investments), ORS 294.040 (Restriction on investments under ORS 294.035), ORS 294.135 (Investment maturity dates), ORS 294.145 (Prohibited conduct for Finance Director including not committing to invest funds or sell securities more than 14 business days prior to the anticipated date of settlement), ORS 294.805 to 294.895 (Local Government Investment Pool). Any revisions or extensions of these sections of the ORS must be amended to this policy in order to be allowable.

8.2 Suitable Investments:

The City will diversify investments across maturities, security types and institutions to avoid incurring unreasonable risks. Minimum percentages and credit limits apply at the time of purchase.

The City has further defined the eligible types of securities and transactions as follows:

US Treasury Obligations: U.S. Treasury and other government obligations that carry the full faith and credit guarantee of the United States for the timely payment of principal and interest [ORS Section 294.035(3)(a)].

US Agency Obligations: Federal agency and instrumentalities of the United States or enterprises sponsored by the United States Government (GSEs) whose payment is guaranteed by the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States

Municipal Debt: Lawfully issued debt obligations of the States of Oregon, California, Idaho and Washington and political subdivisions of those states if the obligations have a long-term rating on the settlement date of AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization, or are rated on the settlement date in the highest category for short-term municipal debt by a nationally recognized statistical rating organization [ORS Section 294.035(3)(c)].

Corporate Indebtedness: Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)3 of the Securities Act of 1933, as amended. Corporate indebtedness must be rated on the settlement date AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization [ORS Section 294.035(3)(i)].

Commercial Paper: Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)3 of the Securities Act of 1933, as amended. Commercial Paper must be rated A1 by Standard and Poor's or P1 by Moody's or equivalent rating by any nationally recognized statistical rating organization. Issuer constraints for commercial paper combined with corporate notes will be limited by statute to 5% of market value per issuer [ORS Section 294.035(3)(i)].

Certificates of Deposit: Certificates of deposit in insured institutions as defined in ORS 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)].

Bank Time Deposit/Savings Accounts: Time deposit open accounts or savings accounts in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)].

Bankers' Acceptance: Banker's acceptances, if the banker's acceptances are: (i) Guaranteed by, and carried on the books of, a qualified financial institution*; (ii) Eligible for discount by the Federal Reserve System; and (iii) Issued by a qualified financial institution whose short-term letter of credit rating is rated in the highest category without any refinement or gradation by one or more nationally recognized statistical rating organizations [ORS Section 294.035(3)(h)].

Local Government Investment Pool: State Treasurer's local short-term investment fund up to the statutory limit per ORS Section 294.810.

*For the purposes of this paragraph, "qualified financial institution" means: (i) A financial institution that is located and licensed to do banking business in the State of Oregon; or (ii) A financial institution that is wholly owned by a financial holding company or a bank holding company that owns a financial institution that is located and licensed to do banking business in the State of Oregon [ORS Section 294.035(3)(h)].

8.3 Collateralization:

Time deposit open accounts, Certificates of Deposit and savings accounts shall be collateralized through the collateral pool for any excess over the amount insured by an agency of the United States government in accordance with ORS 295.015 and ORS 295.018.

9. INVESTMENT PARAMETERS

9.1 Diversification:

The City will diversify the investment portfolio to avoid incurring unreasonable risks, both credit and interest rate risk, inherent in over investing in specific instruments, individual financial institutions or maturities.

Credit risk: is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt.

Liquidity risk: is the risk that an investment may not be easily marketable or redeemable.

Interest rate risk: longer term investments have the potential to achieve higher returns but are also likely to exhibit higher market value price volatility due to the changes in the general level of interest rates.

Diversification Constraints on Total Holdings – Liquidity and Core Funds

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's, Or Equivalent NRSRO	Maximum Maturity
US Treasury Obligations	100%	None	N/A	5.25 years
US Agency Obligations	100%	35%	N/A	5.25 years
Municipal Debt (OR, CA, ID, WA)	25%	5%	AA- / Aa3 Short Term*	5.25 years
Corporate Notes	35%**	5%***	AA- / Aa3	5.25 years
Commercial Paper			A1 / P1	270 days
Bank Time Deposits/Savings Accounts	25%	15%	Oregon Public Depository	N/A
Certificates of Deposit	10%	5%	Oregon Public Depository	5.25 years
Banker's Acceptance	25%	5%	A1 / P1	180 days
Oregon Short Term Fund	Maximum allowed per ORS 294.810	None	N/A	N/A

*Short Term Ratings: Moody's - P1/MIG1/VMIG1, S&P - A-1/SP-1, Fitch - F1

**35% maximum combined corporate and commercial paper per ORS.

***Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

9.2 Investment Maturity:

The City will not directly invest in securities with a stated maturity of more than five and a quarter (5.25) years from the date of purchase.

- The maximum weighted maturity of the total portfolio shall not exceed two and a half (2.5) years. This maximum is established to limit the portfolio to excessive price change exposure.
- Liquidity funds will be held in the State Pool, Bank Deposits or in money market instruments maturing six months and shorter. The liquidity portfolio shall, at a minimum, represent six month budgeted outflows.
- Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between 1 day and 5.25 years and will be only invested based on the diversification parameters listed in 9.1 of this policy.
- Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
Maturity Constraints	Total Portfolio Maximum
Weighted Average Maturity	2.5 years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

9.3 Prohibited Investments:

- The City shall not invest in “144A” private placement securities.
- The City shall not lend securities nor directly participate in a securities lending or reverse repurchase program.
- The City shall not purchase mortgage backed securities.
- The City will not purchase, per ORS 294.040, any bonds of issuers listed in ORS 294.035(3)(a) to (c) that have a prior default history.

10. INVESTMENT OF PROCEEDS FROM DEBT ISSUANCE

Investments of bond proceeds are restricted further and will not include corporate bonds in the dedicated bond proceed portfolio. All other allowable investments including: US Treasury, US Agency and Commercial Paper may be utilized. The investments will be made in a manner to match cash flow expectations based on managed disbursement schedules.

Liquidity for bond proceeds will be managed through the OSTF Pool or Bank deposit balances.

Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and maturities are intended to be matched with expected outflows.

Information will be maintained for arbitrage rebate calculations.

11. INVESTMENT OF RESERVE OR CAPITAL IMPROVEMENTS

Pursuant to ORS 294.135(1)(b), reserve or capital Improvement project monies may be invested in securities exceeding 5.25 years when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the county, municipality, school district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used.

12. POLICY COMPLIANCE AND PERFORMANCE STANDARDS

12.1 Compliance Measurement and Procedures:

- a. Compliance Report: A compliance report documenting the portfolio versus the investment policy shall be maintained quarterly.
- b. Compliance Measurement: Guideline measurements will use market value of investments.
- c. Compliance Procedures:
 - i. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
 - ii. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the Finance Committee.
 - iii. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.
 - iv. As determined on any date that the security is held within the portfolio. If the credit rating of a security is subsequently downgraded below the minimum rating level for a new investment of that security, the Finance Director shall evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold. The Finance Director will apply the general objectives of Safety, Liquidity, Yield and Legality to make the decision. *If the City has hired the services of an Investor Advisor, the Finance Director will act on the recommendation of the Advisor.*

12.2 Performance Measurement:

- a. The City yields will be compared to the OST Pool rates.
- b. The portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum effective duration and will have the objective to achieve market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles, but may underperform or out perform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be a 0-3 year or 0-5 year standard market index and comparisons will be calculated monthly and reported quarterly.
- c. When comparing the performance of the City's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.
- d. The mark to market pricing will be calculated monthly and be provided in a monthly report.

13.REPORTING REQUIREMENTS

The Finance Director will retain and provide quarterly investment reports to the City Council in a similar manner as outlined in ORS 208.090. The reports also will be available upon request. Securities holdings and cash balances held in the investment portfolio will be provided on the reports.

The minimum quarterly reporting requirements for total portfolio are as follows:

- Earnings Yield
- Holdings Report (including mark to market)
- Transactions Report
- Weighted Average Maturity or Duration
- Compliance Report

14.INVESTMENT POLICY ADOPTION

This Investment Policy shall be reviewed by the City's Finance Committee and adopted by City Council annually in accordance with ORS 294.135(a). Any significant changes to the policy must be reviewed by the Oregon Short Term-Fund Board prior to submitting to City Council for adoption.

15. GLOSSARY

Accrued Interest: The interest accumulated on a security since the issue date or since the last coupon payment. The buyer of the security pays the market price plus accrued interest.

Agency Securities: See “Federal Agency Securities.”

Bankers’ Acceptance (BA’s): A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers’ acceptances are traded at a discount from face value as a month market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point: A basis point is a unit of measure used in finance to describe the percentage change in the value or rate of a financial instrument. One basis point is equivalent to 0.01% (1/100th of a percent) or 0.0001 in decimal form. In most cases, it refers to changes in interest rates and bond yields.

Benchmark: A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio’s investments.

Bond: An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and it is usually secured by specific assets. Most bonds have a maturity of greater than one year and in general, pay interest semiannually.

Broker/Dealer: A person or firm transacting securities business with customers. A “broker” acts as an agent between buyers and sellers, and receives a commission for these services. A “dealer” buys and sells financial assets from its own portfolio. A dealer takes risk by owning an inventory of securities, whereas a broker merely matches up buyers and sellers.

Call: An option to buy a specific asset at a certain price within a certain period of time.

Callable: A bond or preferred stock that may be redeemed by the issuer before maturity for a call price specified at the time of issuance.

Call Date: The date before maturity on which a bond may be redeemed at the option of the issuer.

Certificate of Deposit (CD): Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity).

Collateral: Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper: Short-term, unsecured, negotiable promissory notes issued by a company or financial institution. Issued at a discount and matures at par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Core Fund: Core funds are defined as operating fund balance which exceeds the City's daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

Corporate Note: A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Coupon Rate: The annual rate of interest that the issuer of a bond promises to pay to the holder of the bond.

Current Maturity: The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

Current Yield: The coupon payments on a security as a percentage of the security's market price. In many instances the price should be gross of accrued interest, particularly on instruments where no coupon is left to be paid until maturity.

CUSIP: A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

Delivery Versus Payment (DVP): Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC): A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Discount Notes: Short term debt obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Discount Notes typically have very large primary (new issue) and secondary markets.

Federal Agency Security: A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency: Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets.

Federal Farm Credit Bank (FFCB): A Government Sponsored Enterprise (GSE) system that is a network of cooperatively owned lending institutions that provide credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to

have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Home Loan Bank System (FHLB). A Government Sponsored Enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

Finance Committee: A group consisting of the City Manager, Finance Director and Mayor, or his/her appointee from Council with positions reviewed by the Mayor on an annual basis.

General Obligation Bonds (GOs): Bonds secured by the pledge of the municipal issuer’s full faith and credit, which usually includes unlimited taxing power.

Government Bonds: Securities issued by the federal government; they are obligations of the U.S. Treasury. Also known as “governmentals.”

Government Sponsored Enterprise (GSE): Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and FFCB.

Interest: Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

Interest Rate: The interest payable each year on borrowed funds, expressed as a percentage of the principal.

Investment Advisor: A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Portfolio: A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

Investment Securities: Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

Liquidity: The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

Liquidity Component: A percentage of the total portfolio that is dedicated to providing liquidity needs for the City.

Mark to Market: Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

Municipals: Securities, usually bonds, issued by a state or its agencies. The interest on “munis” is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency’s taxation powers.

NRSRO: A “Nationally Recognized Statistical Rating Organization.” A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating such as Moody’s, S&P, Fitch and Duff & Phelps.

Par Value: The value of a security expressed as a specific dollar amount marked on the face of the security, or the amount of money due at maturity. Par value should not be confused with market value.

Prudent Person Standard: Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee will act with care, skill, prudence, and diligence under the circumstances the prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with

those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the entity.

Rate of Return: Amount of income received from an investment, expressed as a percentage of the amount invested.

State of Oregon Local Government Investment Pool (OSTF – Oregon Short Term Fund): The OSTF is organized pursuant to ORS 294.805 through 294.895. Participation in the Pool will not exceed the maximum limit annually set by ORS 294.810.

Total Return: Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasury Bill (T-Bill): An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

Treasury Bonds and Notes: Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

Yield: The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield to Maturity: The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.



REQUEST FOR COUNCIL ACTION

Title: Public Hearing & Request for Council Action – Special Procurement Process with the Timber Framers Guild

Preferred Agenda: July 8, 2025

Submitted By: Cecily Hope Pretty, Deputy City Manager

Reviewed By: Blair Larsen, City Attorney

Type of Action: Motion ☒ Resolution ☐ Reading ☐ Roll Call ☐

Relevant Code/Policy: City of Sweet Home Procurement Policy

Towards Council Goal: Essential Services, Effective Government, Desirable Community

Attachments: List of Timber Framers Guild Community Building Projects 1989-Present

Purpose of this RCA:

The purpose of this RCA is to request City Council approval of a special procurement process to allow City staff to negotiate a contract with the Timber Framers Guild for design and construction of the proposed new bandstand at Sankey Park.

Background/Context:

The City of Sweet Home received a grant through the Oregon Parks and Recreation Department's Local Government Grant Program for the Sankey Park Phase III Project, the scope of which includes a new bandstand to replace the one that was torn down due to disrepair. Staff has been in contact with the Timber Framers Guild, who have extensive experience nationwide and internationally working in communities to design and build timber-based community structures.

The Challenge/Problem:

Typically, the City would go through a standard Request for Proposal (RFP) process to procure design and construction of structures such as the bandstand. However, the Timber Framers Guild offers a unique opportunity for the residents and business of Sweet Home to be heavily involved in the process through participation in a "community build" utilizing traditional wood construction practices.

Under the City's current Procurement Policy, a special procurement may be approved in conjunction with a public hearing and with certain details regarding the project. Staff submits the following for consideration:

- This contract would be for design and construction of a new bandstand at Sankey Park, with the specifications still to be determined.

- Pricing will be discussed and brought back to City Council if the special procurement is approved.
- The community build process utilizing traditional timber construction is highly unusual and unique, and would allow for an exceptional level of community buy-in. It is unlikely that another construction contractor would be able to provide this as part of their bidding package.
- The other components of the grant-funded project will still be bid out in a traditional RFP process, so approval of the special procurement will not diminish competition for participation in the project overall.
- Staff would engage in a direct award method of procurement if approved.
- The grant period of performance ends December 31, 2025, with a potential extension to June 30, 2026, so time is of the essence to begin contract negotiations if City Council approves of the special procurement.

Issues and Financial Impacts:

Until City staff is authorized to proceed with the special procurement, the contract costs are not yet known. Staff will return to City Council for final contract approval once negotiated.

Elements of a Stable Solution:

An approach to construction that is alignment with the City's Procurement Policy and that will lead to the best public benefit for the Sankey Park Phase III Project.

Options:

1. Do nothing: The City will include the bandstand as part of the overall construction RFP, or cut it from the scope entirely.
2. Move to approve the special procurement for the bandstand: City staff will begin negotiations with the Timber Framers Guild and return to City Council with a contract for approval.
3. Direct staff to achieve the outcome in a different way: The City Council may choose to direct staff to pursue other options for the bandstand design and construction.

Recommendation:

Staff recommends option #2: Move to approve the special procurement for the bandstand.



**TIMBER
FRAMERS
GUILD**

40TH ANNIVERSARY

Timber Framers Guild Community Building Projects 1989 - present

- 1989
 - Habitat for Humanity Two-House Project (Hanover & York, Pennsylvania)
- 1990
 - This Old House Project (Concord, Massachusetts)
- 1992
 - Ameriflora Victory Garden Project (Columbus, Ohio)
 - Speed River Bridge (Guelph, Ontario)
 - Shtandart Apprentice Shop (St. Petersburg, Russia)
- 1994
 - Sterne Park Gazebo (Nacogdoches, Texas)
 - Franklin Pierce College Pavilion (Rindge, New Hampshire)
 - French Scribe Pavilion (Penetanguishene, Ontario)
 - Malabar Farm Barn Raising (Mansfield, Ohio)
- 1995
 - Lone Mountain Ranch Pavilion (Big Sky, Montana)
 - Driftwood Boathouse (Greene's Island, Maine)
 - Ste. Marie-Among-the-Iroquois Museum (Syracuse, New York)
 - Ronald McDonald House (Bend, Oregon)
- 1996
 - Friendship Pavilion (Tyler & Nacogdoches, Texas)
 - Dolly Copp Pavilion, White Mountain National Forest (Pinkham Notch, New Hampshire)
- 1997
 - Trebuchet Workshop, Virginia Military Institute (Lexington, Virginia)
 - Medieval English Cottage Workshop (Royalston, Massachusetts)
- 1998
 - Effinger Community Gazebo (Lexington, Virginia)
 - Children's Garden Pavilion (Nacogdoches, Texas)
 - St. Peter's Steeple Workshop (Greensboro Bend, Vermont)
 - Franklin Park Theater (Loudoun County, Virginia)
 - Crawford Barn Raising (Frazeyburg, Ohio)

Enriching Community Through Craft.

<https://tfguild.org>

Timber Framers Guild Community Building Projects

1989 - present

1999

Lisa's House, Project Horizon (Lexington, Virginia)
COLTS Woodshop Raising (Huffman, Texas)

2000

Timber Framed Trail Shelters, Scott Farm Trail (Carlisle, Pennsylvania)
Robertson Post Windmill (Kendalville, Indiana)
Gould Farm Work Barn (Monterey, Massachusetts)
Mount Washington Regional Airport (Whitefield, New Hampshire)

2001

Inland Fisheries Center, Texas Parks & Wildlife (Athens, Texas)
Slate Run Historic Farm (Columbus, Ohio)
Masters of the Building Arts Frame, Smithsonian Folklife Festival (Washington, DC)
Osprey Pavilion (Troy, Montana)
Kicking Horse River Covered Bridge (Golden, British Columbia)

2002

Cuvilly Barn Survey, Dismantling, Repair, & Raising (Danvers & Ipswich, Massachusetts)
Historic Barn Survey, Dismantling, Repair, & Raising (Ipswich, Massachusetts)
Traditional English Scribe with Peter McCurdy (Lenox, Massachusetts)
Bennett Field Trail Shelter with Preservation Trades Network (Brooklyn, New York)
Northfield Mount Hermon School Barn Raising (Gill, Massachusetts)
Marine Gateway Center & Torii Gate (Sechelt, British Columbia)
Forest Gateway Visitors' Center (North Woodstock, Vermont)

2003

Japanese Carpentry: Teahouse (Pacific Grove, California)
Phelps Barn Restoration & Repair (Elmwood, Illinois)
The Mountain School Barn (Vershire, Vermont)
Russell Colbath Homestead Visitor Center (Woodstock, New Hampshire)
Lake Vermillion Observation Tower (Danville, Illinois)
Botanical Society of the Ozarks Barn (Fayetteville, Arkansas)

2004

Texas Inland Fisheries Center (Tyler, Texas)
Julia Davis Park Pavilion (Boise, Idaho)

2005

Ferry Farm Pavilion (Fredericksburg, Virginia)
Salem Rotary Centennial Pavilion (Salem, Oregon)
Selman Memorial Pavilion (Angola, Indiana)
Northmoor Trust Office with Carpenters Fellowship (Abingdon, United Kingdom)
Visitor Center, Central Suriname Nature Preserve (Suriname)

Timber Framers Guild Community Building Projects

1989 - present

2006

Bus Shelter (Brattleboro, Vermont)
Farm & Wilderness Camp Dairy Barn (Plymouth, Vermont)
Nidoto Nai Yoni Japanese-American Memorial (Bainbridge Island, Washington)
Carriage Hill MetroPark Farm Barn Reconstruction (Dayton, Ohio)
Long Island Seaport & Eco-Center (Port Jefferson, New York)

2007

Ramsey Park Ramada Raising (Eagar, Arizona)
Hertzler House Barn (Springfield, Ohio)

2008

Gindler Barn, Willoughby Farm (Collinsville, Illinois)
Silver Park Shelters (Missoula, Montana)

2009

Blacksmith Shop Annex, John C. Campbell Folk School (Brasstown, North Carolina)
Antique Engine & Tractor Association Barn (Geneseo, Illinois)
Geometrical Design, Layout, & Handcutting (Washington, Massachusetts)

2010

Project Horizon Loom Shed (Lexington, Virginia)
Coleman Lake CCC Pavilion, Talladega National Forest (Heflin, Alabama)
Historic Barn Repair & Relocation, New Barn Construction (Upper Arlington, Ohio)

2011

Gwozdziec Synagogue Roof with HandsHouse Studio (Sanok, Poland)
Wason Pond Bridge (Chester, New Hampshire)

2012

Enger Tower Gazebo (Duluth, Minnesota)
Picnic Pavilion (Frankfort, Kentucky)
Old Stone Museum (Brownington, Vermont)

2013

Gwozdziec Synagogue Roof Installation (Warsaw, Poland)
Vicksburg Community Pavilion (Vicksburg, Michigan)

2014

Lake Naconiche Pavilion (Lake Naconiche, Texas)
Pemberton Downtown Barn (Pemberton, British Columbia)

2015

Lisa's House Expansion, Project Horizon (Lexington, Virginia)
Friends of the Red Mill Pavilion (Portland, Michigan)

Timber Framers Guild Community Building Projects 1989 - present

2016

Champlain Canal Region Gateway Visitors' Center (Schuylerville, New York)

2018

Clearwater Farm Barn, Ontario Water Centre (Georgina, Ontario)

2019

Lake Roesiger Pavilion & Stage (Snohomish County, Washington)

Ekvn-Yefolecv EcoVillage (Weogufka, Alabama)

Sunrise Mill (Montgomery County, Pennsylvania)

2020

Whitehorse Park Pavilion (Darrington, Washington)

Oso Memorial Portals (Oso, Washington)

Hidden Trace Farm Pavilion (Franklin, Tennessee)

2021

Independence Farmers Market Pavilion (Independence, Virginia)

2023

Nok-cvpe Hvoke Em Vpette: Sturgeon Shade (Weogufka, Alabama)

Oso Memorial Park Pavilions (Monroe & Oso, Washington)

East Monitor Barn, Vermont Youth Conservation Corps (Richmond, Vermont)

Coppermine Trail Shelter (Franconia, New Hampshire)

St'at'imc Nations Arbor (Pemberton, British Columbia)

2024

Bamfield Community Hall (Bamfield, British Columbia)

Evergreen Independent School (Cobble Hill, British Columbia)

2025

Flowing Lake Park Pavilion (Snohomish County, Washington)

Greenbelt Land Trust (Corvallis, Oregon)



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Resolution No. 16 for 2025 – Amending the City’s Fee Schedule

Preferred Agenda: July 8, 2025

Submitted By: Cecily Hope Pretty, Deputy City Manager

Reviewed By: Blair Larsen, City Attorney
Jason Ogden, City Manager / Police Chief

Type of Action: Motion ☐ Resolution ☒ Reading ☐ Roll Call ☐

Relevant Code/Policy: N/A

Towards Council Goal: Effective Government, Desirable Community

Attachments: Resolution No. 16 for 2025

Purpose of this RCA:

The purpose of this RCA is to request City Council approval of an updated fee schedule.

Background/Context:

The City’s fee schedule was last updated in 2023 to include facility, community development, park/facility use, police, and utility billing fees.

The Challenge/Problem:

Since 2023, the configuration of City Hall has changed which has resulted in a reduction of available rented space so staff proposes the elimination of fees related to those spaces since they are no longer available to the public. Additionally, workload has increased on Public Works for events in public parks and there has been an increase in demand regarding Transient Merchant Permits for temporary food trucks.

In 2024, City Council expressed concern regarding the placement of food trucks along the Highway 20 corridor, particularly during the Oregon Jamboree. This fee schedule proposes to increase costs for Transient Merchant Permits to ensure staff costs for inspection are adequately covered. Additionally, this fee schedule proposes to eliminate the maximum rental cost for spaces due to wear and tear, the addition of fees for Public Works assistance to set up events, and an increase in Transient Merchant Fees to cover the costs of staff inspections to ensure compliance and safety.

Issues and Financial Impacts:

The City is currently operating at a loss for assistance at events located in Parks and also does not have fees in place to cover inspections for temporary food trucks. Acceptance of these fee additions and increases would offset some of these costs.

Elements of a Stable Solution:

A fiscally responsible approach that balances the interests of the residents enjoying public facilities, food trucks, the surrounding neighborhoods affected by operations, and the City.

Options:

1. Do nothing: The City will continue to operate with the current fee schedule.
2. Move to approve the fee schedule as proposed: The City will update its fee schedule and collect additional funds to support regulation.
3. Move to approve the fee schedule with modifications: The City Council may choose to modify the proposed fees.

Recommendation:

Staff recommends option #2: Move to adopt the fee schedule as proposed.

RESOLUTION NO. 16 FOR 2025

A RESOLUTION AMENDING THE CITY'S FEE SCHEDULE FOR FACILITY RENTAL FEES, COMMUNITY DEVELOPMENT FEES, AND PARK/FACILITY USE PROCESSING FEES.

WHEREAS, except as otherwise prescribed by law, the City Council deems it desirable to establish fees which are reflective of actual staff, material, and maintenance costs for providing services and facilities to the public; and

WHEREAS, the application of these fees shall not apply to City-sponsored events or applications; and

WHEREAS, the City Manager or their designee has the authority, by this Resolution, to reduce or waive fees, particularly to individuals or organizations sponsoring community-wide events that serve an important purpose by promoting economic development or other community-oriented priorities;

NOW, THEREFORE, the City of Sweet Home resolves as follows:

The fees as shown in Exhibit A are hereby abolished, amended, or established as applicable.

If items are not covered in this resolution, the City Manager is authorized to set a temporary fee until it can be approved by City Council. The City Manager is authorized to reduce or waive fees as stated above.

It has been determined that these rates and fees are classified as not being subject to Oregon Constitution, Article XI, Section 11b limitations.

This Resolution updates and replaces those fees set forth in Resolution No. 7 for 2023 that are the same fees therein.

PASSED by the Council and approved by the Mayor, this 8th day of July, 2025.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

**2025 City of Sweet Home
Fee Schedule - New Fees
Resolution No. 16 for 2025 - Exhibit A**

FACILITY RENTAL FEES				
	Conference Rooms			
HOURLY FEES	Ames	Santiam	Wiley	Council Chambers
During Operating Hours				
Government & Non-Profit Groups	\$10/hr	\$15/hr	\$20/hr	\$25/hr
Public Groups	\$15/hr	\$20/hr	\$25/hr	\$30/hr
Private Groups	\$20/hr	\$25/hr	\$30/hr	\$35/hr
During Hours of Closure				
Government & Non-Profit Groups	\$20/hr	\$30/hr	\$40/hr	\$50/hr
Public Groups	\$30/hr	\$40/hr	\$50/hr	\$60/hr
Private Groups	\$40/hr	\$50/hr	\$60/hr	\$70/hr
COMMUNITY DEVELOPMENT FEES				
Transient Merchant Permit	\$25 \$40			
PARK/FACILITY USE PROCESSING FEES				
Bandstand	\$15/hr-or \$100 maximum; \$100 refundable deposit			
Gazebo	\$15/hr-or \$100 maximum; \$100 refundable deposit			
Girl Scout Hut	\$15/hr-or \$100 maximum; \$100 refundable deposit			
Outdoor Event Center	\$15/hr or \$100 maximum; \$100 refundable deposit			
Weddle Bridge	\$15/hr-or \$100 maximum; \$100 refundable deposit			
Equipment Rental Setup/Breakdown	\$50 during business hours; \$100 after hours			



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Ordinance No. 7 for 2025 – Ordinance No. 1336 – Repealing SHMC Chapter 13.04.170 Fluoridation

Preferred Agenda: July 8, 2025

Submitted By: Blair Larsen, City Attorney

Reviewed By: Jason Ogden, City Manager / Police Chief

Type of Action: Resolution ☐ Motion ☒ Roll Call ☐ Other ☐

Relevant Code/Policy: SHMC Chapter 13.04.170, Ordinance No. 454

Towards Council Goal: Efficient Government

Attachments: Ordinance Bill No. 7 for 2025 – Repealing SHMC Chapter 13.04.170 Fluoridation
Ordinance Bill No. 15 for 1964 – Ordinance No. 454 – Providing for the Fluoride Supplementation of the Public Water

Purpose of this RCA:

The purpose of this RCA is to provide an ordinance as requested by the City Council to repeal Sweet Home Municipal Code requiring the fluoridation of the City of Sweet Home's drinking water.

Background/Context:

Fluoridation was ordered by Ordinance No. 454 on November 4, 1964 following a Special Election on November 3, 1964.

On June 24, 2014, City Council held a public hearing to receive public comment on the issue of fluoridation in the City of Sweet Home's water supply as a result of a citizen request in March 2014. City Council declined to take action, either through direct action or referral to the ballot, and recommended that residents initiate a petition if they desired to make any changes.

A first and second reading of the proposed ordinance were conducted during the City Council meeting on June 24, 2025.

The Challenge/Problem:

At the City Council meeting on May 27, 2025, there was City Council consensus to place an item on a future agenda to allow for discussion of the removal of the City's fluoride system.

Issues and Financial Impacts:

Chemical and operations costs to operate the fluoride system are approximately \$20,000 annually.

Options:

1. *Do Nothing* – The City's existing ordinance providing for fluoridation of the water supply will remain in place.
2. *Move to approve the proposed ordinance* – The repeal of SHMC Chapter 13.04.170 will take effect.
3. *Move to approve the proposed ordinance with changes* – The Council may make changes to the proposed ordinance before approval.
4. *Refer a measure to the ballot* – City Council has the option to place the question on the ballot for Sweet Home voters to consider.
5. *Direct staff to conduct additional research* – Staff will need clear direction from the City Council regarding what additional information is desired.

ORDINANCE BILL NO. 7 FOR 2025

ORDINANCE NO. 1336

SWEET HOME ORDINANCE REPEALING SWEET HOME MUNICIPAL CODE SECTION 13.04.170 FLUORIDATION

WHEREAS, Section 13.04.170 of the Sweet Home Municipal Code requires that fluoride be added to the City's water supply; and

WHEREAS, the Sweet Home City Council has determined that it is in the best interest of the City to amend the Sweet Home Municipal Code to remove this requirement.

NOW THEREFORE,

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1. SHMC 13.04.170 FLUORIDATION is amended to read:

13.04.170 FLUORIDATION OF WATER

The city is not authorized, nor is it directed, to supplement its public water supplies with fluoride.

Section 2. This ordinance shall become effective on the thirtieth day following its passage and adoption by the City Council.

PASSED by the Council and approved by the Mayor this 8th day of July, 2025; and effective the 7th day of August, 2025.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

Ordinance Bill No. 15 for 1964

ORDINANCE NO. 454

AN ORDINANCE PROVIDING FOR THE FLUORIDE SUPPLEMENTATION OF
THE PUBLIC WATER SUPPLY FOR THE CITY OF SWEET HOME.

Be it ordained by the Common Council of the City of Sweet
Home:

That the City of Sweet Home is hereby authorized and directed
to provide for the fluoride supplementation of its public water
supplies. Such supplementation is to be made in conformance
with the regulations of the Oregon State Board of Health
controlling fluoridation of public water supplies.

PASSED by the Voters and approved by the Mayor this 3
day of November, 1964.

William J. Penney
Mayor

ATTEST:

Robert G. White
City Recorder



CITY OF SWEET HOME CHARTER REVIEW COMMITTEE MINUTES

June 17, 2025, 5:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

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.

Call to Order & Pledge of Allegiance

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

Roll Call

PRESENT

Chair Josh Thorstad, City Councilor
Vice Chair Gary Jarvis
Committee Member Jeff Parker (6:32 PM)
Committee Member Mike Reynolds
Committee Member Angie Yon

ABSENT

Committee Member Lisa Gourley

STAFF

Cecily Hope Pretty, Deputy City Manager
Adam Leisinger, Special Projects Manager

Approval of Minutes

- a) 2025-06-04 Charter Review Committee Meeting Minutes

Vice Chair Jarvis moved to approve the minutes of the June 4, 2025 Charter Review Committee meeting. Committee Member Reynolds seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Jarvis, Reynolds, Yon

NAY: None

ABSENT: Gourley, Parker

Public Comment

There was no public comment to be heard.

New Business

- a) Full Charter Review

Deputy City Manager Pretty stated that she did not find many examples where a majority of affirmative votes of the entire Council were required but noted exceptions in Lebanon and Beaverton. She offered the following potential scenarios for the Committee to consider requiring more affirmative votes: the hiring or firing of Council-appointed positions, filling of Council vacancies, land use decisions, utility rate changes, modifications to City Municipal Code, discipline or removal of Councilors, or approving Ordinances with emergency clauses.

Committee Member Reynolds expressed support for requiring four affirmative votes for all Council action in Section 18.

Vice Chair Jarvis expressed concern with changing the minimum thresholds for action if the amendment to allow the Mayor to vote only as a tie-breaker. He moved to reconsider the previous vote regarding the status of Mayor as tie-breaker. Committee Member Reynolds seconded the motion.

Vice Chair Jarvis moved to revert the recommended change regarding the Mayor as tie-breaker and restore the original Charter language. Committee Member Reynolds seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Jarvis, Reynolds, Yon

NAY: None

ABSENT: Gourley, Parker

Discussion resumed regarding potential categories to require at least four affirmative votes. Vice Chair Jarvis suggested the firing of the City Manager, rate increases, and discipline or removal of an elected official. There was Committee consensus to utilize the list proposed by Deputy City Manager Pretty. Vice Chair Jarvis expressed support for requiring five votes to discipline or remove elected officials.

Committee Member Reynolds moved to require four affirmative votes for the categories provided by Deputy City Manager Pretty. Committee Member Yon seconded the motion.

Vice Chair Jarvis offered a friendly amendment to separate Councilor discipline and removal for discussion. Committee Member Reynolds accepted the amendment. The amended motion carried by the following vote:

AYE: Thorstad, Jarvis, Reynolds, Yon

NAY: None

ABSENT: Gourley, Parker

Discussion ensued regarding whether more specific disciplinary guidelines and consequences should be included in the Charter.

Committee Member Reynolds moved to modify eligibility to run for future terms if a seated Councilor misses 10 or more regular City Council meetings during their term. Committee Member Yon seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Jarvis, Reynolds, Yon

NAY: None

ABSENT: Gourley, Parker

Vice Chair Jarvis moved to modify Chapter II, Section 3 to state: "If the mayor-elect is a mid-term City Councilor, the fourth-place City Council candidate in that election shall be considered elected to this instant vacancy and serve the remaining two years of the seat vacated." Committee Member Reynolds seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Jarvis, Reynolds, Yon

NAY: None

ABSENT: Gourley, Parker

Vice Chair Jarvis recommended the addition of the ability to appoint a City Councilor Pro Tem in the event of a known long-term absence of a Councilor by four affirmative votes. Committee Member Reynolds asked of the length of the absence. Vice Chair Jarvis suggested a minimum of 60 days. Deputy City Manager Pretty asked if the intent was that the appointee be required to meet the same candidate requirements as if they were running in a standard election. Vice Chair Jarvis indicated same.

Vice Chair Jarvis moved that City Council consider establishing a method to identify a pool of potential candidates and to select Pro Tem Councilors to fill long-term vacancies and the recommended length.

Deputy City Manager Pretty noted that the burden to maintain a pool of candidates would fall upon staff and create an additional administrative workload. Vice Chair Jarvis withdrew his motion.

Vice Chair Jarvis moved that City Council consider establishing a method to select Pro Tem Councilors to fill long-term vacancies and the recommended length. Committee Member Reynolds seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Jarvis, Reynolds, Yon

NAY: None

ABSENT: Gourley, Parker

Deputy City Manager Pretty requested that the Committee consider the addition of the Deputy City Manager having signatory authority for checks to provide an additional staff member who could sign checks in the City Manager's absence.

Vice Chair Jarvis moved to include the Deputy City Manager in the signatory authority in Section 19. Committee Member Yon seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Jarvis, Reynolds, Yon

NAY: None

ABSENT: Gourley, Parker

Deputy City Manager Pretty requested the Committee's feedback regarding the term limit for a City Manager Pro Tem and noted that City Manager recruitments often lasted nine to 12 months.

Committee Member Reynolds moved to modify the length of assignment of Manager Pro Tem from six months to 12 months. Vice Chair Jarvis seconded the motion.

Committee Member Yon suggested extending it to 18 months due to the length of time for typical City Manager recruitments.

Committee Member Reynolds withdrew his motion. He moved to allow up to three consecutive six-month terms as authorized through Council action with four affirmative votes. Vice Chair Jarvis seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Jarvis, Reynolds, Yon

NAY: None

ABSENT: Gourley, Parker

Vice Chair Jarvis asked of substituting the reading of an Ordinance in full with a required summary of the Ordinance to be read by the City Attorney. Deputy City Manager Pretty replied that almost all items that come before City Council already include a Request for Council Action summarizing the item. She noted that Sweet Home's practices for reading the Ordinance were unusual in Oregon. Vice Chair Jarvis suggested that a summary would be a better substitute. Deputy City Manager Pretty replied that a definition of "summary" would be required. She reviewed practices from other cities and the League of Oregon Cities model charter.

Committee Member Parker entered at this time.

Vice Chair Jarvis moved to remove the requirement to read every Ordinance in full and to allow Ordinances to be approved after being read by title only twice if first approved by unanimous vote, and that non-unanimous votes would require a reading by title only at a second meeting. Chair Thorstad seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Jarvis, Parker, Reynolds, Yon

NAY: None

ABSENT: Gourley

Deputy City Manager Pretty requested that the Committee consider removing the requirement to post approved Ordinances in three or more conspicuous places due to the availability of electronic packets and staff's ability to print hard copies upon request. Committee Member Reynolds moved to do same. Chair Thorstad seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Jarvis, Parker, Reynolds, Yon

NAY: None

ABSENT: Gourley

Committee Member Parker suggested changing the word “remonstrance” in Section 28 to a simpler word. There was Committee consensus for same. Deputy City Manager Pretty stated that she would substitute a more appropriate word based on staff recommendation.

Vice Chair Jarvis moved to include language allowing citizens to address the City Council during the Public Comment period of the agenda for a time not to exceed five minutes. Committee Member Reynolds seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Jarvis, Parker, Reynolds, Yon

NAY: None

ABSENT: Gourley

Deputy City Manager Pretty asked of the Committee’s opinion on including language if there were multiple vacancies on City Council. Vice Chair Jarvis moved to create a new subsection of Section 15 that if there were three vacant City Council seats concurrently, the majority of the remaining City Councilors become a quorum for the purpose of filling vacancies. Committee Member Reynolds seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Jarvis, Parker, Reynolds, Yon

NAY: None

ABSENT: Gourley

Deputy City Manager Pretty asked of including a timeline to fill a City Council vacancy if it occurs in the second half of the term. Committee Member Reynolds moved to set a limit of 60 calendar days. Committee Member Yon seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Jarvis, Parker, Reynolds, Yon

NAY: None

ABSENT: Gourley

Deputy City Manager Pretty asked of granting the Mayor veto power. There was consensus not to grant veto power.

Committee Business for the Good of the Order

a) Next Steps

Chair Thorstad stated that two public open houses would be hosted by staff to gather public feedback on the City Charter.

There was consensus to skip the planned July meeting and reconvene on August 5th once open house comments were compiled.

Adjournment

There being no further discussion, the meeting was adjourned at 7:04 PM.

Chair

ATTEST:

City Manager – Ex Officio City Recorder



Community Health Committee Meeting Minutes

June 25, 2025, 4:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

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.

Call to Order & Pledge of Allegiance

The meeting was called to order at 4:01 PM.

Roll Call

PRESENT

Chair Kelsey Ann Wray
Vice Chair Bob Dalton
Committee Member Michael Grenz
Committee Member Dr. Larry Horton
Committee Member Wanda Jones
Committee Member Dick Knowles
Committee Member Shirley Schumacher

STAFF

Cecily Hope Pretty, Deputy City Manager
Adam Leisinger, Special Projects Manager
Sean Morgan, Community Services Officer

GUESTS

James Page, Acting Clinical Supervisor, Albany Comprehensive Treatment Center

Approval of Minutes

- a) 2025-05-28 Community Health Committee Meeting Minutes

Committee Member Knowles moved to approve the minutes of the May 28, 2025 Community Health Committee meeting. Committee Member Horton seconded the motion. The motion carried by the following vote:

AYE: Wray, Dalton, Grenz, Horton, Jones, Knowles, Schumacher

NAY: None

Recognition of Visitors / Public Comment

There were no visitors to be heard.

Old Business

- a) Health Fair Update

Vice Chair Dalton stated that he had 22 applications received for vendors at the Health Fair.

No action was required for this item.

Community Partner Presentations

a) Albany Comprehensive Treatment Center

James Page with the Albany Comprehensive Treatment Center stated that they operated an opioid treatment center in Albany since 2021 which is the only opioid treatment program within its specification between Salem and Eugene. He described available services and noted concerns with Sweet Home clients experiencing challenges accessing services. He stated that the center hoped to bring a mobile unit to Sweet Home for treatment and requested feedback from the Committee about their proposal.

Committee Member Knowles asked if the primary clientele would be served by the Oregon Health Plan (OHP). Mr. Page replied that the clientele were primarily through OHP and Medicare but there would be opportunities in the future for people who were not insured or underinsured.

Chair Wray asked if the mobile unit would provide suboxone and methadone. Mr. Page replied that it would.

Vice Chair Dalton asked if walk-up patients would be accepted. Mr. Page replied that all admissions would be conducted through the Albany site but transportation for the admission appointment would be covered by the center.

Mr. Page noted that there was a need to identify a place to lease for parking in Sweet Home to be able to bring the mobile unit in as planned.

Committee Member Jones asked of the anticipated timeline. Mr. Page stated that the timeline was dependent on DEA licensing and the mobile unit was currently in Utah, but he estimated a three-month timeline.

Vice Chair Dalton asked if the Center would be interested in a brick and mortar if the mobile unit was not available. Mr. Page replied that it would be a challenge due to DEA requirements.

Officer Morgan asked if the mobile unit would be available seven days a week. Mr. Page replied that the mobile unit would be available Monday through Friday.

Chair Wray asked if they utilized a harm reduction model or an abstinence model. Mr. Page replied that they utilize a harm reduction model. Chair Wray asked of costs to utilize transportation services to the clinic in Albany. Mr. Page replied that the first trip was entirely covered but ongoing transportation was only covered for Medicaid patients.

Committee Member Horton asked of connecting FAC clients to the clinic. Mr. Page replied that the clinic had a 24/7 call center to schedule appointments and walk-ins could be accepted before 9:30 AM during the week.

Chair Wray asked if the clinic utilized a referral service. Mr. Page replied that potential clients should call the clinic directly or go through the call center.

Chair Wray expressed support for bringing the services to Sweet Home.

No action was required for this item.

b) Family Assistance & Resource Center (FAC)

This item was rescheduled for the July meeting.

Committee Business for the Good of the Order

Committee Member Knowles expressed a desire to pursue crisis intervention resources and conflict resolution training for the community. Chair Wray requested that a discussion on crisis intervention be placed on the next agenda for discussion.

Vice Chair Dalton stated that he had contacted the CEO of Samaritan Health, Marty Cahill, and is working to invite him to Sweet Home to present.

Chair Wray asked that a discussion on the proposed health forum be placed on the next agenda.

Adjournment

There being no further discussion, the meeting was adjourned at 4:43 PM.

Chair

ATTEST:

City Manager – Ex Officio City Recorder

DRAFT



8th Annual
Sweet Home Community Health Fair
August 16, 2025
Sweet Home High School
1641 Long Street Sweet Home, Oregon
9:00 am - 2:00 pm

VENDOR REGISTRATION

Organization Name: _____

Address: _____ City: _____ Zip: _____

Contact Name: _____ Phone: _____ Email: _____

Description of service(s) provided:

Electric Outlet Needed - Yes or No:

Number of Tables Needed:

Signature:

Date:

Note: This will be an outside event, weather permitting - bring a portable awning as some tables may not be in the shade. If you have any additional needs, please let us know.

Vendors shall have access at 8:00 am for the purpose of setting up and until 3:00 pm for cleanup. Tables & chairs will be provided. We appreciate knowing if you cannot come in advance. We will try to accommodate multiple vendors together upon request.

Return completed Registration Form by Mail to: **Bob Dalton - 971 Oak Terrace, Sweet Home, OR. 97386** or by Email: outlawbdalton@yahoo.com

Please return applications no later than June 30th.

For more information please contact Bob Dalton, 541-912-9085, email at outlawbdalton@yahoo.com or by calling the Sweet Home Chamber of Commerce at 541-367-6186.



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

Sweet Home Public Library

Statistics

JUNE 2025	This month June 2025	Last month May 2025	Previous year 2024	Year to date 2025
Patron Activity				
Door count	3,587	3,566	45,620	22,325
Program participants (all ages)	539	347	3,697	2,102
Total programs (all ages)	27	33	323	165
Circulation and Renewals				
Checkouts & renewals	5763	6,239	72,250	37,203
E-audio & E-book checkouts	788	745	8,860	4,372
Total items checked out	6,551	6,984	81,110	41,575
Public Computers				
Logins	211	217	3,016	1,313
Resource Sharing Savings				
Cost savings	\$5,023.45	\$6,274.66	\$63,565.22	\$33,070.24
Items borrowed by consortium libraries	334	347	4,300	2,252
Items borrowed from consortium libraries	445	442	5,127	2,833
Volunteer Hours				
Hours worked by volunteers	15	27.25	450.50	154.25
New Library Patrons				
New patron cards issued	36	47	620	255

Events this month: Summer Reading has officially started! Our first two big Friday events have taken place and were smash hits!

Building updates: Our TV went out of commission in late June, necessitating the cancelation of several programs. We also had to move one of our Summer Reading Programs inside the building due to rain.

Items of note: We attended the Safety Fair and signed over 150 kids up for our summer reading program! And it was raining almost the entire time.

MEMORANDUM



TO: City Council
FROM: Greg Springman, Public Works Director
DATE: July 8, 2025
SUBJECT: Public Works Monthly Report – June 2025

This memorandum provides a brief periodic update of specific projects, Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP) operations and maintenance (O&M), and other activities performed by the Public Works Department.

WWTP Activities - Mahler Water Reclamation Facility

- 29.36 million gallons (MG) of wastewater treated this month
- 1.37 MG max daily flow discharged
- 0.75 MG average daily flow discharged

Compliance:

- Wastewater plant process had no violations for June 2025. The WWTP process has had “zero” process violations for the last 13 months.

O&M Projects:

- Mahler Water Reclamation Facility Project has been fully designed and is waiting for funding. Staff have completed the WIFIA application and submitted the \$25,000 application fee but are waiting for financial documents (completed FY23 Audit and an updated Credit Rating Report for the City). Once the audit is completed, the application will be submitted.

WTP Activities - Sweet Home Water Treatment Plant

- 43.32 MG finish water treated this month
- 1.44 MG average daily demand

Compliance:

- No process violations for June 2025.

Raw Turbidity NTUs:

- Levels currently range below 5 NTUs.

O&M Projects:

- The Automation Group (TAG) completed the new SCADA system upgrades to our WTP. SCADA system hardware has been installed. TAG completed the project check list for completion. This upgrade will greatly improve the City’s SCADA security system for the drinking water system.
- Staff cleaned backwash basin #2 at the WTP in preparation for Green Peter drawdowns.
- Staff completed and submitted the annual Consumer Confidence Report (CCR) to OHA. The report is due July of each year.

Engineering Projects

- Ongoing Right of Way (ROW) inspections for ZIPLY Fiber installations throughout the community.
- Ongoing ROW inspections for 43rd Avenue, Coulter Subdivision.
- Request for Proposal (RFP) and contract award for 1st Avenue speed hump installation (\$8,490).
- Worked on completing the Mountain Fir ROW dedication.
- Various single-family home/duplex ROW sewer taps, and hard surface approach inspections.
- Contract award and completion of a large sewer main repair on 18th avenue (9,950).

Public Works Field Activities

Water Division

- Staff started water distribution system leak detection citywide. Staff found 30 plus leaks this month.
- Staff continue to repair water main and service leaks as needed due to age.
- Staff continue to locate all City owned utilities for Ziply (many locates throughout the city).
- Repaired several water main leaks in the public Right of Way (ROW).
- Staff continue to clean reservoir sites, including spraying, mowing and weed eating.
- Staff working with Treatment Plant Operators to set reservoir levels after SCADA change out.

Collections System Division

- Staff started mowing ROW for access to sewer mains, manhole structures and ditches.
- Collections staff assisting with leak detection and water leak repairs.

Streets Division

- Staff commenced crack sealing in the Strawberry Loop and west Avenues. Pavement crack sealing will continue for 3 weeks, ending July 11, 2025.
- Staff have begun asphalt patch work, weather permitting.
- Staff is painting street curbs and parking marks on MainStreet and Long Ave.

Parks & Facilities Division

- Staff working on Supplemental Environmental Project (SEP) east of Ames Creek in Sankey Park. This project is a multi-year plan in coordination with the Santiam Watershed Council.
- Staff continue to maintain City parks, clean restrooms, and collect public trash cans.
- Staff continue mowing and weed eating in all City Parks and Facilities, once per week.
- Increase in graffiti on Weddle Bridge and Sankey Park restroom. PD is doing an outstanding job mitigating graffiti vandalism.

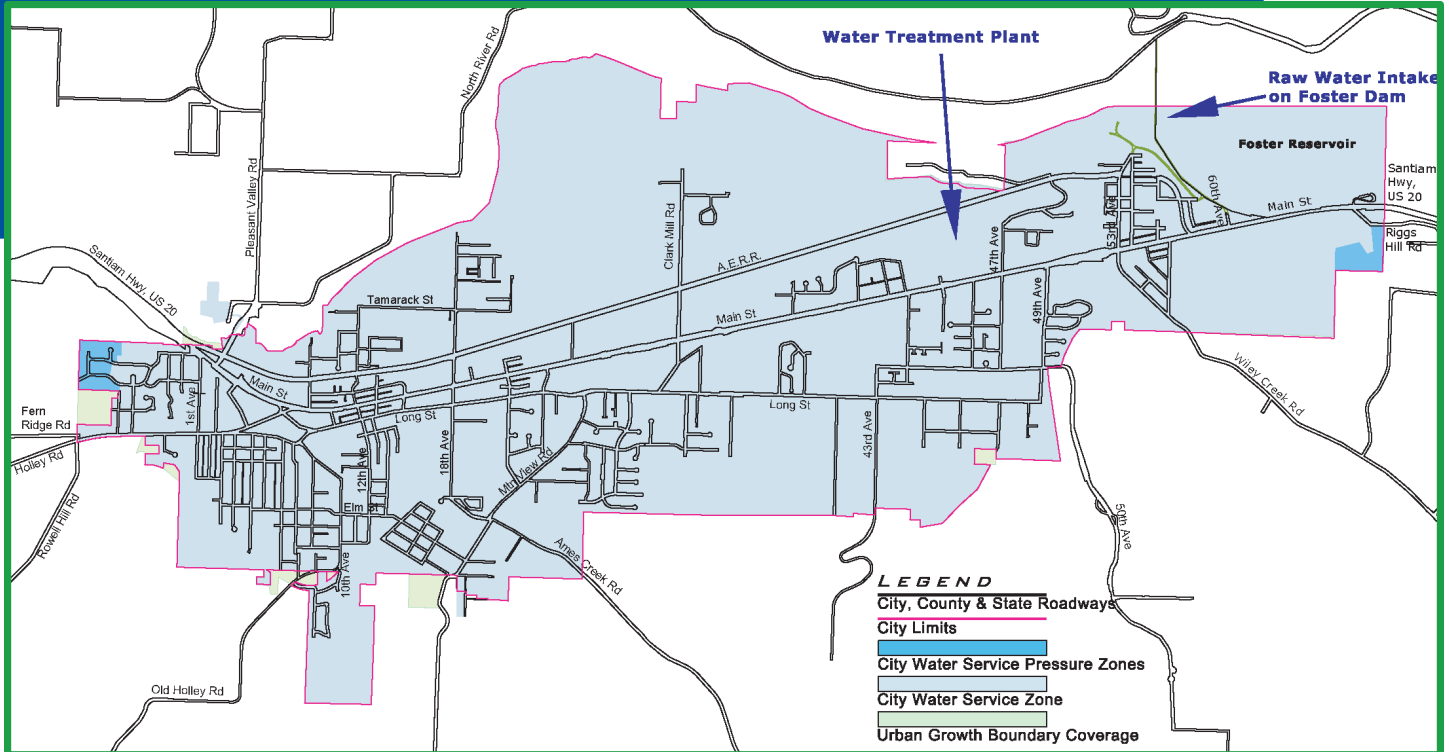
Stormwater Division

- Staff are starting to clean ditches along street easements.



2024 WATER QUALITY REPORT

CITY WATER ZONES



ABOUT THIS REPORT

The City of Sweet Home is pleased to present this year's Annual Water Quality Report (Consumer Confidence Report) as required by the Safe Drinking Water Act (SDWA). This report is designed to provide details about where your water comes from, what it contains, and how it compares to standards set by regulatory agencies. In addition, this report is a snapshot of last year's water quality. We are committed to providing you with information because informed customers are our best allies.

Este informe contiene información muy importante sobre la calidad de su agua beber. Tradúscalo o hable con alguien que lo entienda bien.

YOUR DRINKING WATER

The source water for the Sweet Home Water Treatment Plant is Foster Lake. The City's intake is located in the face of Foster Dam in Sweet Home, Oregon. The Susceptibility Analysis of the water utility reveals that the utility is well maintained and operated, and the sources of drinking water are generally protected from potential sources of contamination based on an evaluation of the available information. The susceptibility rank of the entire water system is high. The Source Water Assessment can be found here: <http://go.usa.gov/xvET8>

DO I NEED TO TAKE SPECIAL PRECAUTIONS?

Some people may be more vulnerable to contaminants in drinking water than the general population. For example, immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. Should you experience any of the above conditions, you should seek advice about drinking water from their health care providers. In addition, EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Water Drinking Hotline (800-426-4791.)

CONTACT INFORMATION

Greg Springman, Public Works Director

City of Sweet Home

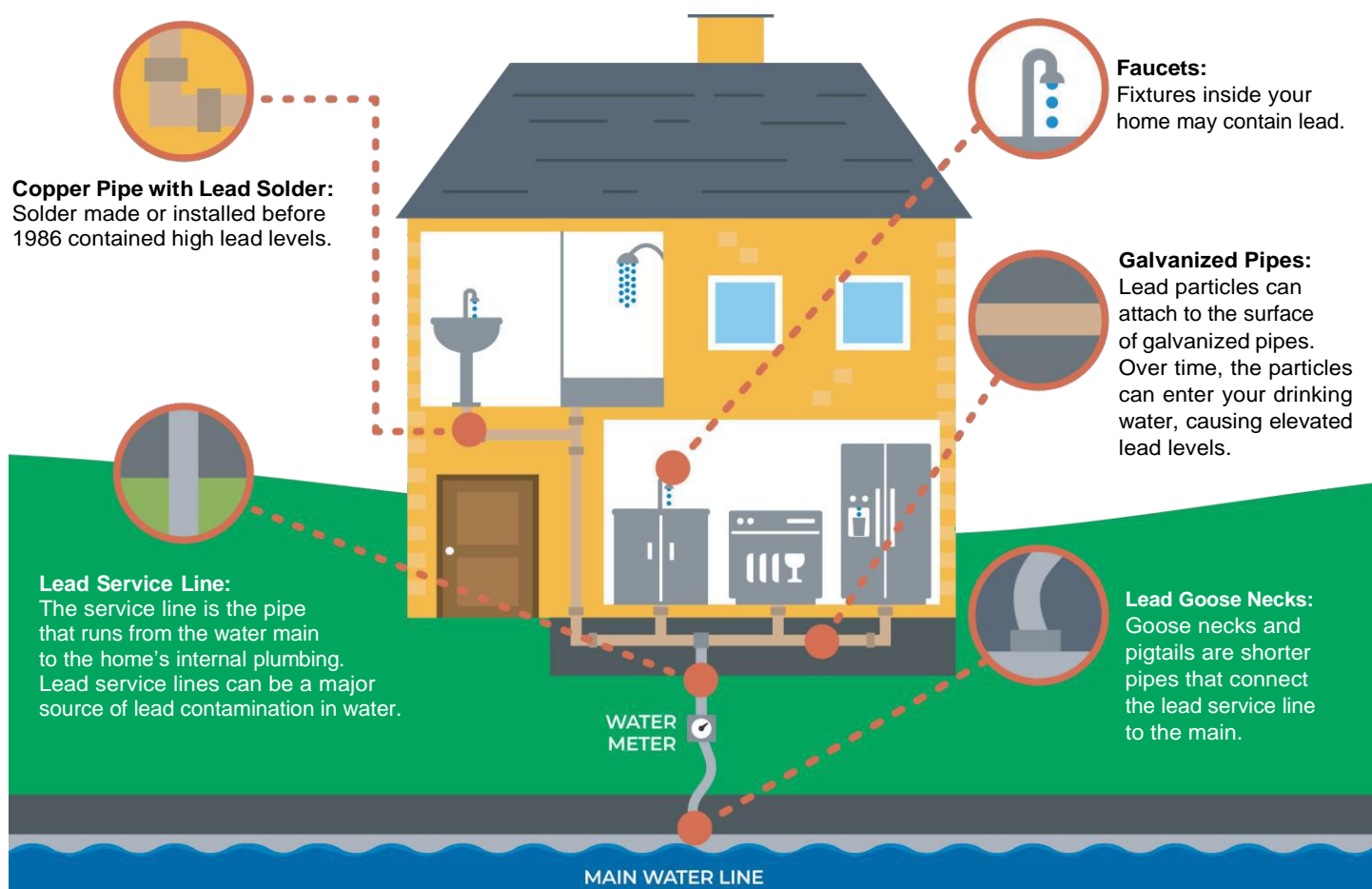
1400 24th avenue
Sweet Home, OR 97386
(541) 367-6359

LEAD IN DRINKING WATER

The City of Sweet Home is responsible for providing high quality drinking water but cannot control the variety of materials used in household plumbing components. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

In 2024, the City of Sweet Home Public Works department performed a comprehensive analysis of our distribution system line-type and concluded that our distribution network has no detectable traces of lead in our publicly owned, or private side drinking water service lines. A copy of our comprehensive service line material list can be found here: <https://www.sweethomeor.gov/publicworks/page/utility-division-documents>

Sources of Lead in Drinking Water



WHAT THE EPA SAYS ABOUT DRINKING WATER CONTAMINANTS

The drinking water sources (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material and can pick up substances resulting from animals or human activity.

Contaminants that may be present in source water include:

- **Microbial contaminants**, such as viruses and bacteria, may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- **Inorganic contaminants**, such as salts and metals, can be naturally occurring from urban stormwater runoff, industrial or domestic wastewater discharges, or farming.
- **Pesticides and herbicides**, which may come from various sources such as farming, urban stormwater runoff, and home or business use.
- **Organic chemical contaminants**, including synthetic and volatile organic chemicals, are byproducts of industrial processes and can also come from gas stations, urban stormwater runoff, and septic systems
- **Radioactive contaminants**, can occur naturally.

To ensure that tap water is safe to drink, the EPA has regulations that limit the number of specific contaminants in water provided by public water systems and requires monitoring for these contaminants. In addition, the Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protections for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. However, the presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791).

DEFINITIONS

Action Level: The concentration of a containment, which, if exceeded, triggers treatment of other requirements which a water system must follow.

MCL: Maximum Contaminant Level. The highest level of contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

MCLG: Maximum Contaminant Level Goal. The level of contaminant below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

MRDL: Maximum residual disinfectant level. The highest level of a disinfectant allowed in drinking water.

There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MRDLG: Maximum residual disinfection level goal. The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

NA: Not Applicable

NTU: Nephelometric Turbidity Unit. Unit of measure used to describe water clarity. The smaller the number the clearer the water.

ppb: Parts per billion. One ppb is equal to approximately one drop of water in a 22,000-gallon swimming pool.

ppm: Parts per million. One ppm is equal to approximately one drop of water in 22 gallons. One ppm is equivalent to one milligram per liter.

TT: Treatment Technique. A required process intended to reduce the level of contaminant in drinking water.

WATER QUALITY DATA

City of Sweet Home Drinking Water System PWS #4100851

In previous years, the Oregon Health Authority (OHA) required the City of Sweet Home (City) to monitor the City's water distribution system for Disinfection Byproducts (DBP) semi-annually. As of 2025, OHA required the City of Sweet Home to monitor the water distribution system quarterly for DBP. The City collected the quarterly samples for DBP late. The City is now collecting DBP samples quarter and reporting results to OHA.

In order to ensure that tap water is safe to drink, the EPA prescribes regulations which limit the amount of contaminants in water provided by public water systems. The table below lists all of the drinking water contaminants that we detected during the calendar year of this report. Although many more contaminants were tested, only those substances listed below were found in your water. All sources of drinking water contain some naturally occurring contaminants. At low levels, these substances are generally not harmful in our drinking water. Removing all contaminants would be extremely expensive, and in most cases, would not provide increased protection of public health. A few naturally occurring minerals may actually improve the taste of drinking water and have nutritional value at low levels. Unless otherwise noted, the data presented in this table is from testing done in the calendar year of the report. The EPA or the State requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants do not vary significantly from year to year, or the system is not considered vulnerable to this type of contamination. As such, some of our data, though representative, may be more than one year old. In this table you will find terms and abbreviations that might not be familiar to you. To help you better understand these terms, we have provided the definitions on page 4.

Contaminants	MCLG or MRDLG	MCL, TT, or MRDL	Your Water	Range		Sample Date	Violation	Typical Source
				Low	High			
Disinfectants & Disinfection By-Products								
Chlorine (as CL2) (ppm)	4	4	.91	0.73	1.5	2024	No	Water Addictive used to control microbes.
Total Organic Carbon (ppm)	NA	TT	.498	0.415	.562	2024	No	Naturally present in the environment
Haloacetic Acids (HAA5) (ppm)	NA	60	.00874	.0064	.011	2024	No	By-product of drinking water chlorination
TTHMs [Total Trihalomethanes] (ppm)	NA	80	.0116	.0093	.014	2024	No	By-product of drinking water disinfection
Turbidity								
Turbidity (NTU) (Coventional or Direct Function)	NA	<0.3 in 95% of samples/ month	0.036	0.020	0.150	2024	No	Soil Runoff
99% of the samples were below the TT value of 0.3. A value less than 95% constitutes a TT violation. Any measurement in excess of 1 is a violation unless otherwise approved by the state.								

HOW CAN I GET INVOLVED?

If you would like to get involved, the Sweet Home City Council meets the 2nd and 4th Tuesday of each month at 6:30 PM. The meetings are held at City Hall located at 3225 Main Street, Sweet Home, Oregon. City Council Agendas are available by the Friday prior to the Tuesday Council meeting. For more information visit:



City of Sweet Home Public Works

1400 24th Avenue
Sweet Home, OR 97386
(541) 367-6359
sweethomeor.gov



www.sweethomeor.gov

Sweet Home Code Enforcement Division

3225 Main St.
Sweet Home, OR 97446
541-799-4733
CCO@sweethomeor.gov

Code Compliance Case Statistics

Cases opened on or after **6/1/2025** and on or before **6/30/2025**

Summary

Total Cases Created

60

Total Active

14

Total Closed

46

Assigned Staff

Ray Grundy

	Count
Active	14
Closed	46

60

60

Record

Complaint Category / Subtype

Count

Trees and Noxious Vegetation

Tall Grass and Weeds	55
----------------------	----

55

Open Storage

Occupied RV	1
-------------	---

Utility Trailer on Roadway	1
----------------------------	---

2

(None Entered)

(None Entered)	1
----------------	---

1

Animals

Nuisance Dog (Barking, Lunging, Etc.)	1
---------------------------------------	---

1

Public Health Hazards

PUBLIC HEALTH HAZARDS	1
-----------------------	---

1

60

Activities

Complaint Category / Subtype

Count

NO RECORDS RETURNED



www.sweethomeor.gov

Sweet Home Code Enforcement Division

3225 Main St.
Sweet Home, OR 97446
541-799-4733
CCO@sweethomeor.gov

Code Compliance Case Statistics

Cases opened on or after 1/1/2025 and on or before 6/30/2025

Summary

Total Cases Created

185

Total Active

42

Total Closed

143

Assigned Staff

Ray Grundy

	Count
Active	49
Closed	143
	192
	192

Record Complaint Category / Subtype

Open Storage

OPEN STORAGE	52
MULTIPLE	25
(None Entered)	12
Appliances and Fixtures	3
Garbage	2
Goats	1
Junk Vehicle	1
Occupied RV	1
Rooster	1
Utility Trailer on Roadway	1
Vehicle Parts	1
VEHICLES	1

101

Trees and Noxious Vegetation

Tall Grass and Weeds	55
Blackberries	1

56

(None Entered)

(None Entered)	11
----------------	----

11

Nuisance Buildings and Structures

Dilapidation and Deterioration	4
Graffiti	2
MULTIPLE	2
(None Entered)	1
PUBLIC HEALTH HAZARDS	1

10

Multiple

MULTIPLE	2
NUISANCE BUILDINGS AND STRUCTURES	1
OPEN STORAGE	1
Tree Limbs, Branches, Brush	1

5

Construction and Zoning

(None Entered)	1
MULTIPLE	1
Unpermitted Fence or Fencing Materials	1

3

Animals

Nuisance Dog (Barking, Lunging, Etc.)	1
Rooster	1

2

Activities Complaint Category / Subtype

Nuisance Buildings and Structures

Dilapidation and Deterioration	1
--------------------------------	---

1

Open Storage

MULTIPLE	1
----------	---

1

Vehicles

Abandoned Vehicle	1
-------------------	---

1

3

Record	Complaint Category / Subtype	Count
Public Health Hazards		
	MULTIPLE	1
	PUBLIC HEALTH HAZARDS	1
		2
Vehicles		
	Hazardous Vehicle (Leaking, Broken Glass, Garbage Storage)	1
	Occupied RV	1
		2
		192