



CITY OF SWEET HOME CITY COUNCIL AGENDA REVISED

October 24, 2023, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

Mission Statement

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

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 541-367-5128, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: 258 239 814 274. This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Consent Agenda:

- a) Approval of Minutes:
 - i) [2023-10-10 City Council Meeting Minutes](#)

IV. Recognition of Visitors and Hearing of Petitions:

- a) Swearing in of Officers Mark Birkett and Jayson Sanchez to the Sweet Home Police Department
- b) Recognition of Employees-Harvest Festival
- c) Recognition of Employees-Let's Paint the Town

V. Old Business:

- a) [Request for Council Action - Mahler WRF Interim Improvement Project increased contingency](#)

VI. New Business:

- a) [Telecommunications Franchise Agreement with Alyrica Networks, Inc.](#)
- b) [Conversion of 10th and 13th Avenues between Main Street and Long Street to One-Way Traffic Only](#)
- c) [Request for Council Action – Reviewing and Approving the Contract for OpenGov Services](#)
- d) [Request for Council Action - Approval to Sign the Lower Sankey Park Phase III Grant Agreement](#)

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.

VII. Ordinance Bills

- a) Request for Council Action and First Reading of Ordinance Bills
- b) Second Reading of Ordinance Bills
- c) Third Reading of Ordinance Bills (Roll Call Vote Required)

VIII. Reports of Committees:

Ad Hoc Committee on Health
Ad Hoc Committee on Arts and Culture
Administrative and Finance/Property
Traffic Safety Committee
Area Commission on Transportation
Chamber of Commerce
Charter Review Committee
Council of Governments
Library Advisory Board
Park and Tree Committee
Solid Waste Advisory Council
Youth Advisory Council

IX. Reports of City Officials:

City Manager's Report
Mayor's Report

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

Library Services Director
i) [Library Director's Report September 2023](#)
Community and Economic Development Director
i) [Community & Economic Development Department Monthly Report for September, 2023](#)
Public Works Director

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

Finance Director
i) [July-September 2023 Quarterly Report](#)
Police Chief
i) [EnterTextHere](#)
City Attorney

XI. Council Business for Good of the Order

XII Adjournment



CITY OF SWEET HOME CITY COUNCIL MINUTES

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

WiFi Passcode: guestwifi

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

Mission Statement

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

Call to Order and Pledge of Allegiance

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

Roll Call

PRESENT

Mayor Susan Coleman
President Pro Tem Mahler
Councilor Angelita Sanchez
Councilor Lisa Gourley
Councilor Dave Trask
Councilor Josh Thorstad
Councilor Dylan Richards

STAFF

Kelcey Young, City Manager
Blair Larsen, Community and Economic Development Director
Jason Ogden, Police Chief
Greg Springman, Public Works Director
Robert Snyder, City Attorney

GUESTS

Dan Taylor, 45277 Wiley Creek Drive, Sweet Home, OR 97386
Robert Egner, 28628 Ridgeway Rd, Lebanon, OR 97355

Consent Agenda:

A motion to approve the consent agenda was made by Richards, seconded by Trask.
Voting Yea: Councilor Sanchez, Councilor Gourley, Councilor Trask, Mayor Coleman, Pro Tem Mahler, Councilor Thorstad, Councilor Richards.

Approval of Minutes:

- a) 2023-09-26 City Council Workshop Minutes
- b) 2023-09-26 City Council Meeting Minutes
- c) 2023-09-27 City Council Special Meeting Minutes

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.

Recognition of Visitors and Hearing of Petitions:

Dan Taylor expressed concern over the jurisdiction of the fish die off at Green Peter and the fires over the summer.

Robert Egner expressed his concern of blue green algae.

Old Business:

None

New Business:

- a) 2023-25 Technical Assistance Grant—Comprehensive Plan

CEDD Director Larsen presented the Technical Assistance Grant to assist with updating the City of Sweet Home's Comprehensive Plan.

A motion to approve Resolution 26 was made by Councilor Sanchez, seconded by Councilor Richards.

Voting Yea: Councilor Richards, Councilor Thorstad, Pro Tem Mahler, Mayor Coleman, Councilor Trask, Councilor Gourley, Councilor Sanchez.

Ordinance Bills

None

Reports of Committees:

Ad Hoc Committee on Health: Mayor Coleman read a statement regarding the pause of the Ad Hoc Committee on Health.

Library Advisory Board: Pro Tem Mahler stated that there was a meeting on Thursday the 12th.

Reports of City Officials:

City Manager's Report: City Manager Young gave a report to the Council.

Mayor's Report: Mayor Coleman gave a report to the Council.

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

None

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

None

Council Business for Good of the Order

Pro Tem Mahler asked staff for a report regarding the crosswalks. CEDD Director Larsen updated the Council. There was further discussion regarding the crosswalks.

Councilor Sanchez thanked the Mayor for a moment of silence. Sanchez expressed her concern over the fish die off at Green Peter.

Adjournment

The meeting was adjourned at 7:08 PM

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action - Mahler WRF Interim Improvement Project increased contingency

Preferred Agenda: October 24, 2023

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

Reviewed By: Kelcey Young, City Manager

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

Relevant Code/Policy: N/A

Towards Council Goal: 1.1 Develop specific steps for implementation of the adopted infrastructure master plans.

Attachments: n/a

Purpose of this RCA:

Staff requests authorization to increase contingency funds for construction of the Mahler Water Reclamation Facility Interim Improvement Project.

Background/Context:

The Mahler Water Reclamation Facility Interim Improvements Project has been under construction since March. This is a multi-pronged project including contracts for the screw press mechanical equipment (FKC), electrical and controls equipment (TAG), sludge blend tank (Baker Silo), and installation of mechanical & electrical equipment (Boede Construction), with design plans and specifications produced by the Engineer of Record (West Yost). The multiple vendors and City staff have coordinated closely throughout construction and the project is nearing completion.

The original contract value was \$839,995 with a 10% contingency (\$84,000) controlled by the City Manager, bringing the total starting project budget to \$923,995. On May 9 Council approved staff's request to increase the contingency by \$70,000 to cover large change orders initiated by the City and by West Yost. The project is very close to substantial completion. Currently the sludge blend tank is complete; the screw press has been delivered and installed; electrical and controls equipment has been delivered and partially installed; underground piping installed; pumps and mixing equipment installed; metal frame cover over the screw press installed; and conveyor system installed. The remaining work includes installation of the controls and startup testing of the screw press.

Throughout construction, several small change orders have been necessary to ensure successful delivery of a functional system, and requested changes once again exceed the available contingency. Examples include adding circuitry for polymer tote heating and reconfiguring conveyor alignments due to discrepancies in equipment dimensions discovered during installation. A summary of the approved and pending change orders is below. Staff believes that these changes are the result of the design having been developed too quickly in an effort to meet grant funding timelines, as many of them pertain to equipment interconnectivity issues or operational requirements that got missed in early development.

Staff requests an additional \$10,000 of contingency funds to provide for change orders 13 and 14 and any minor issues discovered during screw press startup. This will bring the total project budget to \$1,000,965.33, a 19.2% increase over the original contract value. Although this is higher than the City's usual 10-15% project contingency it is still within the 20% max allowed by procurement best practices.

CO #	Original Total	This Change (Addition)	New Total	Contingency Available?
1 - driveway widening	\$839,995.00	\$25,850.00	\$865,845.00	yes
2 - time extension	\$839,995.00	\$0.00	\$865,845.00	yes
3 - mixing system updates	\$839,995.00	\$49,429.27	\$915,274.27	yes
4 - conveyor supports	\$839,995.00	\$31,387.85	\$946,662.12	yes
5 - flow meter valves	\$839,995.00	\$8,196.79	\$954,858.91	yes
6 - containment curb	\$839,995.00	\$8,695.93	\$963,554.84	yes
7 - crane for skid FOB delivery	\$839,995.00	\$5,117.67	\$968,672.51	yes
8 - anchor bolts	\$839,995.00	\$1,714.72	\$970,387.23	yes
9 - time extension	\$839,995.00	\$3,565.05	\$973,952.28	yes
10 - electrical	\$839,995.00	\$13,573.57	\$987,525.85	yes
11 - conveyor	\$839,995.00	\$3,563.83	\$991,089.68	yes
12 - DEIC2 pipe restraints	\$839,995.00	\$2,500.87	\$993,590.55	yes
13 - DEIC4 mixing system wedges	\$839,995.00	\$3,624.78	\$997,215.33	no
14 - 4" check valve	\$839,995.00	\$3,750.00	\$1,000,965.33	no

This project is funded by a combination of the \$7M state earmark (now fully expended), ARPA funds, and rates.

The Challenge/Problem:

To make efficient use of limited funds to complete needed wastewater treatment improvements and satisfy DEQ requirements and state funding timelines.

Stakeholders:

- City Residents. Residents are the customers who deserve good service with the highest return on their taxes and fees that we can provide, and who trust the City to maintain their infrastructure systems at a high level of service.
- Council Members. Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible at the lowest possible cost. They must balance leadership with representation.
- Public Works Department Staff. This project will greatly improve the operability of the WWTP which is currently undersized and beyond its serviceable lifespan. Staff spends significant time fixing broken down equipment and fighting with system inefficiencies.

- Management Team. Comprised of five department heads, each with a responsibility to the citizens and City Manager to run their day-to-day operations as efficiently as possible.
- Oregon DEQ. The WWTP upgrade project is required to comply with DEQ regulations.

Issues and Financial Impacts:

This project is funded by a combination of the \$7M state earmark (now fully expended), ARPA funds, and rates. Staff requests an additional \$10,000 of contingency funds to provide for change orders 13 and 14 and for any minor issues discovered during equipment startup. This will bring the total project budget to \$1,000,965.33, a 19.2% increase over the original contract value. Although this is higher than the City's usual project contingency it is still within the 20% max allowed by procurement best practices.

Elements of a Stable Solution:

A stable solution will provide efficient completion of needed facility improvements and make full use of the funding from the State of Oregon for this project.

Options:

1. Option 1 – Move to approve the requested contingency increase. Recommended. This will ensure successful completion of a functional equipment package.
2. Option 2 – Move to reject the requested contingency increase. Not recommended. The requested change orders satisfy operational needs, which would have to be funded via the treatment operational budget if not covered by the construction project budget.

Recommendation:

Staff recommends Option 1 – Move to approve the requested contingency increase.



REQUEST FOR COUNCIL ACTION

Title: Telecommunications Franchise Agreement with Alyrica Networks, Inc.

Preferred Agenda: October 24, 2023

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

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

Relevant Code/Policy:

Towards Council Goal: Aspiration IV: Viable and Sustainable Essential Services

Attachments: Proposed Franchise Agreement with Alyrica

Purpose of this RCA:

The purpose of this RCA is to present a proposed telecommunications franchise agreement with Alyrica Networks, Inc., which is proposing to provide fiber-to-the-home Internet service in Sweet Home.

Background/Context:

Internet access is increasingly becoming a necessity for daily life. City of Sweet Home residents currently only have the option of Internet access via cable or telephone lines. While some businesses and organizations, including the City, have faster fiber-optic connections, these are expensive, relatively rare, and limited to certain areas of the City. For several years, City Staff have been seeking a partner to provide an additional option for Sweet Home residents, preferably one that utilizes fiber optic lines, which is the fastest, most resilient, and most “future-proof” technology available for data transmission.

Alyrica Networks, Inc., is proposing to provide such a service, and has asked the City for a franchise agreement that would allow it to use the public right-of-way to lay new lines and provide this service to the City. City Staff have negotiated the attached agreement.

The Challenge/Problem:

Should the City enter into a franchise agreement with Alyrica Networks, Inc.?

Stakeholders:

- Sweet Home Residents and Businesses – Fast, reliable Internet access is increasingly a requirement for daily life, and current options are limited.
- Sweet Home City Council – The City Council is responsible for franchise agreements that utilize the public right-of-way.

- Alyrica Networks, Inc. – Alyrica cannot operate within the City without a franchise agreement.

Issues and Financial Impacts:

Franchise agreements do not have any negative impact on the City, and the City potentially gains additional revenue (7%), depending on Alyrica’s success. In addition, during the first five years of the agreement, Alyrica has the option of providing a fiber optic connection to City and community facilities in lieu of a franchise fee, the value of which could be up to \$28,000 annually.

Elements of a Stable Solution:

A stable solution is one that provides additional options for Internet access to the residents and organizations within the City of Sweet Home.

Options:

1. Do nothing – Make no agreement with Alyrica, which would prevent any additional options for Internet access in the City.
2. Approve the Agreement as Proposed and Conduct a First Reading of the Ordinance
3. Approve the Agreement with Changes (Specify) and Conduct a First Reading of the Ordinance
4. Direct Staff to research other options to accomplish the same goal.

Recommendation:

Staff recommends option 2: Approve the Agreement as Proposed and Conduct a First Reading of the Ordinance. If the vote is unanimous, a second reading of the ordinance (by title only) may also take place during the same meeting.

CITY OF SWEET HOME, OREGON
ORDINANCE BILL NO. 30 FOR 2023
ORDINANCE NO. XXXX

An ordinance granting a franchise agreement between the City of Sweet Home, (City) and Alyrica Networks, Inc. (Grantee) and dated this _____ day of _____, 2023.

1. **Grant of Franchise.** City grants to Grantee, its successors and assigns, a non-exclusive franchise to construct, operate and maintain telecommunications facilities in, under, and over the surface of the City's Public Rights-of-Way ("Franchise") subject to the terms of this Agreement.

2. **Term.** The initial term of this Franchise shall be for ten years from the effective date of this ordinance, unless terminated sooner as provided in this Agreement. Thereafter, the Agreement shall automatically renew for up to five renewal terms of three years each, unless terminated by either party by giving written notice of its intention to terminate not less than sixty (60) days prior to the end of any renewal term. Every three (3) years, beginning after the adoption of this Franchise, Grantee may present to the City Council a general overview of Grantee's current and future operations within the City. The intent behind this presentation is to keep the Council informed of Grantee's current and future services, development, and infrastructure. Council will contact Grantee to schedule the presentation date and time; Grantee will not be obligated to make any presentation unless contacted by the City Council.

3. **Fee.** In consideration of the rights and privileges granted by this Franchise, the Grantee shall provide the following compensation to City:

3.1 Grantee shall pay annually as a franchise fee to the City an amount equal to seven percent (7%) of Grantee's annual Gross Revenues, as defined in Section 3.4 below, less any exemptions contained in Section 3.5 below, or Three Thousand Dollars (\$3000) per year, whichever is greater. At the end of the initial term, the franchise fee shall be either seven percent (7%) of Grantee's annual Gross Revenues or Three Thousand and Five Hundred Dollars (\$3500), whichever is greater. The initial five years of this Franchise will be considered a build period during which Grantee will be making significant investments in the community with relatively little revenue. During this period, in recognition of Grantee's investment in new infrastructure that will benefit the community, Grantee may, in lieu of the Franchise fees provided in Section 3, above, provide (1) dedicated, non-shared 1000mbit/second internet connection at each of the below listed locations, as they become serviceable by Grantee's facilities:

3.1.1 City Hall: 3225 Main St

3.1.2 Police Department: 1950 Main St

3.1.3 Public Works: 1400 24th Ave

- 3.1.4 Senior/Community Center: 880 18th Ave
- 3.1.5 Sweet Home Fire and Ambulance District – Station 21: 1099 Long St
- 3.1.6 Sweet Home Public Library: 1101 13th Avenue

3.2 Notwithstanding any provision herein to the contrary, at any time during the term of this Franchise, City may elect by way of City Council ordinance or resolution to increase the franchise fee amount imposed on all telecommunications franchisees, as may then be allowed by State law and the Federal Telecommunications Act of 1996, Section 253. City shall provide Grantee written notice of such increase following the adoption of the applicable ordinance or resolution by City. The increase shall be effective sixty (60) days after City has provided Grantee with such notice.

3.3 The parties acknowledge and agree that for any facilities not contemplated under this Agreement, Grantee shall be subject to additional agreements and may be charged added compensation, which shall be memorialized in writing.

3.4 Gross Revenues means any and all compensation in whatever form (grant, subsidy, exchange, or otherwise) received directly or indirectly by Grantee for any Communications Services (as defined below) provided to a customer located within the City, including but not limited to: revenues from customers; any fees related to Grantee's Communications Services; use, access, or attachment charges paid to the Grantee by other Communications Services or carriers, and revenue from the sale or lease of any Grantee Facilities, including wire, cable, facility, pole, duct, conduit or similar transmission equipment. All such revenues remain subject to applicable federal statutes and exceptions including those that may exclude revenues from internet access services. Customers who are served solely via wireless, which is provided using no other wireline connection from Grantee, will not be included in Gross Revenues, wherever located.

3.5 Any residential fiber accounts connecting to new underground fiber lines installed by Grantee after this agreement is in effect shall be exempt from franchise fees due to City for a period of 2 years. Grantee shall report the number, location, date of construction, and remaining exemption period of any such accounts in the report required by paragraph 4.1.

4. **Payment.** Franchise fees will be due and payable quarterly, thirty (30) days after the effective date of this Ordinance. Franchise fee payments not received by the City on or before the due date shall be assessed interest at the rate of one percent (1%) compounded monthly. Interest shall be due on the entire late payment from the date on which the payment was due until the date on which the City receives the payment.

4.1 The last payment of each calendar year shall be accompanied by a written report to the City, verified by an officer or other authorized representative of Grantee, containing an accurate statement of Grantee's Gross Revenues and the computation basis and method. Such reports shall be in a form satisfactory to the City.

- 4.2 No acceptance of any payment by the City shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall the acceptance of any payment be construed as a release of any claim the City may have for further or additional sums payable.
- 4.3 All amounts paid shall be subject to audit and confirmation by the City, provided that such audit is completed within three years of the date the audited payment is due. If no such audit is conducted within the three-year period, then any claim that the City might have had for additional compensation shall be waived.
- 4.3.1 If Grantee underpaid by 5% or more of the amount due, Grantee shall pay interest on the unpaid amount compounded at the annual rate of three percent (3%) compounded monthly. Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received.
- 4.3.2 If the Grantee disputes the City's determination of underpayment, Grantee may petition the Linn County Circuit Court for a determination of the amount, if any, owed by Grantee, in accordance with paragraph 11.3.
- 4.4 All Grantee's books, maps, and records directly concerning its calculation of franchise fee payments to the City shall be open for audit by the City, upon no less than seven (7) days' prior written notice, during normal business hours at a mutually agreeable location within 40 miles of the City.
- 4.5 Other than City Right-of-Way Permits, payment of the franchise fee shall not exempt Grantee from the payment of any license fee, permit fee, tax, or charge on the business, occupation, property, or income of Grantee that may be lawfully imposed by the City or any other taxing authority.

5. **Municipal Code, Charter and General Ordinances Apply.** Unless the context requires otherwise or expressly otherwise defined herein, words and phrases used in this Franchise shall have the same meaning as defined in the City Municipal Code. All applicable provisions of the City Municipal Code are incorporated by reference and made a part of this Franchise, specifically including the City's fee schedule as adopted by the City Council. In the event of any inconsistencies between the terms of this Franchise and the Code, this Franchise shall control. The Charter of the City of Sweet Home, Oregon, and ordinances, resolutions, codes, and regulations of the City now in effect or adopted in the future, are incorporated by reference, and made a part of this Franchise. Nothing in this Franchise shall be deemed to waive the requirements of the various ordinances, resolutions, codes and regulations of the City.

6. **City Regulatory Authority.** In addition to the provisions herein contained, City reserves the right to adopt such additional ordinances, resolutions, codes and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, or exercise any other rights, powers, or duties required or authorized under the

Constitution of the State of Oregon, the laws of Oregon or City ordinances. Specifically, the City reserves the right to:

- 6.1 Construct, install, maintain, remove, relocate, replace, and operate any City facility, Rights-of-Way, or public place.
- 6.2 Do any work that City may find desirable on, over, or under any Rights-of- Way or public place in accordance with all applicable federal, state, or local regulations.
- 6.3 Exercise any power that the City currently holds or may hereafter be authorized or granted by the laws of the State of Oregon or the City Charter or ordinances.
- 6.4 Abate any nuisance or dangerous condition.
- 6.5 In addition to the reservations herein and existing applicable ordinances, adopt such additional regulations for the construction, maintenance, and operation of Grantee's Facilities as the City finds necessary in the exercise of its police powers or for the orderly development of the City (including but not limited to: zoning, land use, historic preservation ordinances, standard specifications, design standards and drawings, other safety or construction standards, and other applicable requirements), or for the protection of City Facilities.

7. Indemnity.

- 7.1 Grantee agrees and covenants to indemnify, defend and hold the City, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property directly by reason of any negligent construction, excavation or any other act done under this Franchise, by or for Grantee, its officers, agents or employees, or by reason of any neglect or omission of Grantee to keep its Facilities in a safe condition, but not to the extent that such casualty or accident is directly caused by negligence or willful misconduct of the City, its officers, agents or employees or any third party. The City shall provide Grantee with prompt notice of any such claim, which Grantee shall defend with counsel of its own choosing. No settlement or compromise of any such claim will be done by the Grantee without the prior written approval of the City. Grantee and its agents, contractors and others shall consult and cooperate with the City while conducting its defense of the City.
- 7.2 Grantee also shall indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly, from Grantee's failure to remove, adjust or relocate any of its Facilities in the City Rights-of-Way in a timely manner, when required to do so, unless Grantee's failure arises directly from the City's negligence or willful misconduct.

8. Construction, Relocation, Removal.

- 8.1 Subject to the terms of this Franchise and relevant local ordinances and State Building Codes, Grantee may construct, operate and maintain its Facilities. All construction and maintenance of any and all of Grantee's Facilities within City Rights-of-Way shall, regardless of who performs such installation or construction, be and remain the responsibility of Grantee. Grantee shall apply for and obtain all permits necessary for installation or construction of any such facilities, and for excavation and laying of any facilities within City Rights-of-Way.
- 8.2 At least ten (10) business days prior to beginning construction in any City Rights-of-Way, the parties shall provide each other with a construction schedule, including a digging or trenching schedule, so that the parties may coordinate all Right of Way work and so that they may use any open trenches to repair, move or relocate facilities.
- 8.3 Grantee may make excavations in the City Rights-of-Way, subject to obtaining permits from the City. Prior to doing such work, Grantee must give appropriate notices to any other franchisees, licensees or permittees of the City owning or maintaining facilities that may be affected by the proposed excavation. Grantee shall, at its own expense, restore any damage or disturbance caused to City property as a result of its operation, construction, or maintenance of its Facilities to the same or better condition of such property immediately prior to such damage or disturbance.
- 8.4 In the event that emergency repairs are necessary for Grantee's facilities in City Rights-of-Way, Grantee shall immediately notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs and shall apply for appropriate permits the next business day following discovery of the emergency.
- 8.5 Grantee shall comply with the terms and conditions of ORS Chapter 757, governing the location of underground facilities (the "One-Call statutes").
- 8.6 All construction practices and installation of equipment shall be done in accordance with all applicable sections of the then current version of the National Electric Safety Code, in accordance with good engineering practices and performed by qualified maintenance and construction personnel.
- 8.7 The Grantee shall at all times employ ordinary care and shall use industry accepted methods and devices preventing failures and accidents. To the extent possible, the Grantee shall use utility poles, conduits and other facilities already existing in the City Rights-of-Way.
- 8.8 Whenever any existing utilities are located underground within a public right of way of the City, Grantee shall also locate its facilities underground. Any and all such installation and relocation under this paragraph shall be without expense to the City.
- 8.9 Relocation of Facilities. City shall have the right to require Grantee to change the location of any facilities within the public Rights-of-Way when the public convenience requires such change; and the expense thereof shall be paid by Grantee. If relocation is for the benefit of a private organization the expense of the relocation will be paid by the person or entity

requesting such relocation, and the Grantee may require a cash deposit equal to the estimated cost of the relocation. Should Grantee fail to remove or relocate any such Facilities by the date established by City, the City may affect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. City shall give Grantee reasonable advanced written notice to relocate its facilities prior to the date established by the City as the deadline for relocation. If at any time, in case of fire or other disaster in the Franchise territory, it shall become necessary in the reasonable judgment of City to cut or move any facilities, such cutting or moving may be done and any repairs rendered necessary thereby shall be made by Grantee, at its sole expense. City shall indemnify, protect, and hold Grantee, its officers, employees, and agents harmless against and from all damages, claims, loss, liability, cost, or expense resulting from damage to property, or injury or death, to any third person caused by Grantor's cutting or moving any of the wires, equipment, or other facilities. City shall take reasonable efforts to notify Grantee prior to acting under this subsection.

8.10 Upon completion of construction of any new Facilities, Grantee shall promptly furnish City with two (2) sets of "as built" plans showing the exact location and construction details of all of Grantee's Facilities. New plans will be furnished promptly for any additions or modifications. All plans shall be full sized "as built" plans unless mutually agreed to otherwise.

8.11 Discontinuance. Whenever Grantee intends to discontinue using any Facilities, Grantee shall submit for City's approval a complete description of the Facilities and the date on which the Grantee intends to discontinue using the Facilities. Grantee may remove the Facilities or request that City permit it to remain in place. City may require the Grantee to remove the Facilities. Grantee shall complete such removal at Grantee's sole cost and expense and in accordance with a schedule set by City. Until such time as Grantee removes the Facilities as directed by City, or until the rights to and responsibility for the Facilities are accepted by another person or entity having authority to construct and maintain such Facilities, Grantee shall be solely responsible for all costs and expenses incurred for all necessary repairs and relocations of the Facilities, as well as street repairs, in the same manner and degree as if the Facilities were in active use, and Grantee shall retain all liability for such Facilities.

9. **Reservation of City Rights.** Nothing in this Franchise shall be construed to prevent the City from constructing sewers, water systems, electric systems, grading, paving, repairing, or altering any street or constructing or establishing any other public work or improvement. Grantee's Facilities shall be constructed and maintained in such manner as not to interfere with City sewers, water systems, electric systems, or any other Facilities of the City.

10. **Assignment.** Grantee's rights under this Franchise may not be assigned or transferred without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No such consent shall be required for an assignment by Grantee to a corporate affiliate; provided, however, that the Grantee, not more than thirty (30) calendar days following such assignment, provides the City

with written notice of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. A corporate affiliate is defined as a company which owns a share of Grantee, or of which Grantee owns a share.

- 10.1 Grantee and the proposed assignee or transferee shall provide and certify the following information to the City not less than sixty (60) days prior to the proposed date of transfer or assignment:
 - 10.1.1 Complete information setting forth the nature, terms and condition of the proposed transfer or assignment;
 - 10.1.2 All information required of a telecommunications franchise applicant with respect to the proposed transferee or assignee; and
 - 10.1.3 Any other information reasonably required by the City.
- 10.2 No transfer shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to comply with the terms of this Franchise.
- 10.3 Grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign the Franchise.
- 10.4 Any transfer or assignment of this Franchise without prior approval of the City under this section shall be void.

11. **Miscellaneous Provisions.**

- 11.1 If any section, provision, or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected, unless the City determines such section, provision, or clause was material to the City's agreement to grant the Franchise to the Grantee.
- 11.2 Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.
- 11.3 This Franchise shall be governed by the laws of the State of Oregon. Any litigation between the City and the Grantee arising under or regarding this Franchise shall occur, if in the state courts, in the Linn County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 11.4 Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, or (2) sent by overnight or commercial air courier (such as Federal Express), or to such other address as the receiving party shall specify in writing:

If to the City: City of Sweet Home, Oregon
Attn: City Manager
3225 Main Street
Sweet Home OR 97386

If to the Grantee: Alyrica Networks, Inc.
Attn: General Counsel, Alyrica
526 North 19th Street
Philomath, Oregon 97370

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three business days after depositing in the United States mail, or one business day after shipment by commercial air courier (or the first business day thereafter if faxed on a Saturday, Sunday, or legal holiday).

12. **Other Authority Superseded.** Upon effectiveness of this Franchise, any and all authority to operate previously granted to Grantee by the City shall be superseded by this Franchise.

13. **Insurance.**

13.1 The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Liability (C.S.L) [\$2,000,000] General Aggregate
Auto Liability including coverage On all owned, non-owned hired Hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L.
Umbrella Liability	[\$1,000,000] per occurrence C.S.L.

13.2 The City shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

13.3 The Grantee shall furnish the City with current certificates of insurance evidencing such coverage upon request.

13.4 The limits of the insurance shall be subject to any changes as to maximum constitutional and statutory limits of liability imposed on municipalities of the State of Oregon during the term of the Franchise.

14. **Counterparts.** This Agreement may be executed by the Parties in one or more counterparts.

15. **Revocation and Termination.** In addition to all other rights which City has pursuant to law or in equity, City reserves the right to revoke, terminate, or cancel this Franchise, and all rights and privileges pertaining thereto, in the event that Grantee violates any material provision of this Franchise. The provisions pertaining to excavation and restoration; provision of City internet services, relocation, compensation, damages, insurance, and transfer are hereby deemed to be material to the performance of this Franchise. Further, revocation may occur upon the following:

15.1 Grantee practicing any fraud upon Grantor or any Subscriber, as determined by final court adjudication specifically finding the existence of such fraud.

15.2 Grantee becoming insolvent, unable, or unwilling to pay its debts, or is adjudged bankrupt.

15.3 Grantee misrepresenting a material fact in the application for or negotiation of, or renegotiation of, or renewal of, this Franchise.

16. **Revocation Procedures.**

16.1 City shall provide Grantee with a written notice stating the cause of the revocation or termination and its intent to terminate or revoke the Franchise. City shall allow Grantee a minimum of thirty (30) days after service of the notice in which to correct or begin substantial correction of the violation. If, at the end of the thirty (30) day period, Grantee has not corrected or made substantial progress towards correction of the matter, the Franchise shall, at the option of City, become null and void and Grantee shall thereafter be entitled to none of the privileges or rights herein extended to it under this Franchise. City may at its option, pursue any other and different or additional remedy provided to it by law or in equity.

16.2 Grantee shall be provided with an opportunity to be heard at a public hearing before the City Council prior to the termination or revocation of the Franchise. The City Council shall hear any persons interested therein, and shall determine whether or not any failure, refusal, or neglect by Grantee has occurred.

16.3 Any revocation of this Franchise shall be by formal action of the City Council by ordinance.

16.4 For repeated violations of this Franchise occurring without good cause, City may, and in addition to any other remedies provided herein, assess damages against Grantee for failure to adhere to material provisions of this Franchise. In lieu of revocation as described above, damages of One Hundred Dollars (\$100.00) per day for each material violation may be assessed. The imposition of liquidated damages is subject to the notice, hearing, and timeline requirements as provided in this subsection 15. Grantee shall be liable for full payment of all liquidated damages imposed under this Section.

16.5 Grantee may seek judicial review of any City Council decision to terminate or revoke this Franchise in accordance with paragraph 11.3, above. Upon such judicial review, the court shall try the matter granting any deference due to Grantee under Oregon law. Additionally, upon such judicial review, Grantee may also bring any and all other claims, in law or equity, in tort or contract, relating to or in any way arising out of the City's termination or revocation of this Franchise.

Adopted by the City Council of the City of Sweet Home this ____ day of _____, 2023.

Approved:

Attest:

Susan Coleman, Mayor

Kelcey Young, City Manager,
Ex Officio City Recorder

Accepted: Grantee accepts the Franchise and Ordinance and agrees to be bound by its lawful terms and conditions.

By: _____

Date: _____

Kevin Sullivan, President



REQUEST FOR COUNCIL ACTION

Title: Conversion of 10th and 13th Avenues between Main Street and Long Street to One-Way Traffic Only

Preferred Agenda: October 24, 2023

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution X Motion Roll Call Other

Relevant Code/Policy: SHMC 10.04.030, 10.08.150

Towards Council Goal: Construct Phase 1 of Streetscape Plan, Construct 10th Avenue EV Charging Station

Attachments: Resolution No. 30 for 2023
Draft 10th Avenue Parking Layout
Draft 13th Avenue Parking Layout

Purpose of this RCA:

The purpose of this RCA is to present a resolution to convert 10th and 13th Avenues between Main Street and Long Street to one-way traffic only, in accordance with the Downtown Streetscape and Parking Plan.

Background/Context:

In 2021, the City completed a Downtown Streetscape and Parking Plan. The intent of the project was to create a standard plan for landscaping, trees, lighting, signage, street furniture and parking in the downtown core (identified as the Main and Long Street Corridors between 9th avenue and 18th Avenue). Ultimately, the goal is to make downtown Sweet Home a more appealing place for residents and visitors by beautifying the public right-of-way and making the area more pedestrian friendly. Private businesses and property owners will be able to capitalize on this increase foot traffic by beautifying their own properties and increasing the offered products and services in the area. As part of the project, three public meetings were held on March 25th, June 15th, and December 14th 2021 in order to gather feedback from the public. The final plan was adopted by the City Council on March 22nd, 2022.

Later in 2022, the City received an Oregon Clean Fuels Electric Mobility Grant from Pacific Power to construct an electric vehicle charging station on 10th Avenue. The design of this charging was made based on the adopted Streetscape Plan and requires that 10th Avenue be changed to one-way traffic in order to have sufficient room for the project.

In addition, Staff recommend that the intersection of this one-way section of 13th Avenue with main street be designated for right turns only.

The Challenge/Problem:

How does the City accomplish its goal of constructing Phase 1 of the Downtown Streetscape and Parking Plan and constructing an electric vehicle charging station on 10th Avenue?

Stakeholders:

- Sweet Home Residents – Residents deserve an appealing and walkable downtown area with sufficient parking where they can spend their leisure time and find the services and products they want.
- Downtown Businesses and Property Owners – Downtown Businesses and Property Owners deserve a public right-of-way next to their buildings that properly directs the flow of both vehicle and foot traffic and provides typical downtown amenities that attract visitors and create a pleasant experience for patrons.
- Sweet Home City Council – The City Council has the responsibility of establishing or altering traffic controls within the City.

Issues and Financial Impacts:

The cost of this portion of the project is limited to signage, paint, and traffic delineators. The overall cost of changing the traffic flow on these streets is estimated at less than \$5,000

Elements of a Stable Solution:

A stable solution includes making the changes to traffic flow necessary to comply with the adopted Downtown Streetscape and Parking Plan and to fulfill City Council goals.

Options:

1. Do Nothing – Doing nothing will halt both the Phase 1 of the Downtown Streetscape and Parking Plan and the EV Charging Station project.
2. Adopt Resolution No. 30 for 2023 as proposed – This action will allow City Staff to install the signage and paint that will make the change effective.
3. Adopt Resolution No. 30 for 2023 with Changes – The Council could specify changes to this resolution and direct City Staff to install the signage and paint that will make the change effective.
4. Direct Staff to Research Other Options

Recommendation:

Staff recommends option 2: Adopt Resolution No. 30 for 2023 as proposed.

RESOLUTION NO. 30 FOR 2023

A RESOLUTION CHANGING 10th AND 13th AVENUES BETWEEN MAIN STREET AND LONG STREET TO ONE-WAY TRAFFIC ONLY

WHEREAS, the City of Sweet Home Downtown Streetscape and Parking Plan was adopted on March 22nd, 2022; and

WHEREAS, the Downtown Streetscape and Parking Plan calls for two streets in the Downtown area to be changed to one-way traffic in order to provide more space for on-street parking; and

WHEREAS, Sweet Home Municipal Code 10.04.030 provides that the City Council may, by resolution, establish or alter traffic and parking control;

NOW, THEREFORE, the City of Sweet Home does resolve as follows:

Signage shall be installed to indicate that 10th Avenue between Long Street and Main Street is designated for one-way southbound traffic only, and 13th Avenue between Long Street and Main Street is designated for one-way northbound traffic only, and the intersection of said section of 13th Avenue and Main Street designated for right turns only, and shall be in full force and effect upon completion.

This resolution shall become effective immediately upon passage by the City Council and signature of the Mayor.

PASSED by the Council and approved by the Mayor, this 24th day of October, 2023.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

MAIN ST

New Corner
Curb Alignment
Space Buffer

Ridgeway
Urgent
Care

Sign
"Left Turn
Only"

Sign
"Right Turn
Only"

9' x 20'
Parking Spaces

9' x 20'
Parking Spaces

Subway
Sign
"Right Turn
Only"

9' x 20'
EV Charging Space

Key Bank

EV Station
Electrical Box

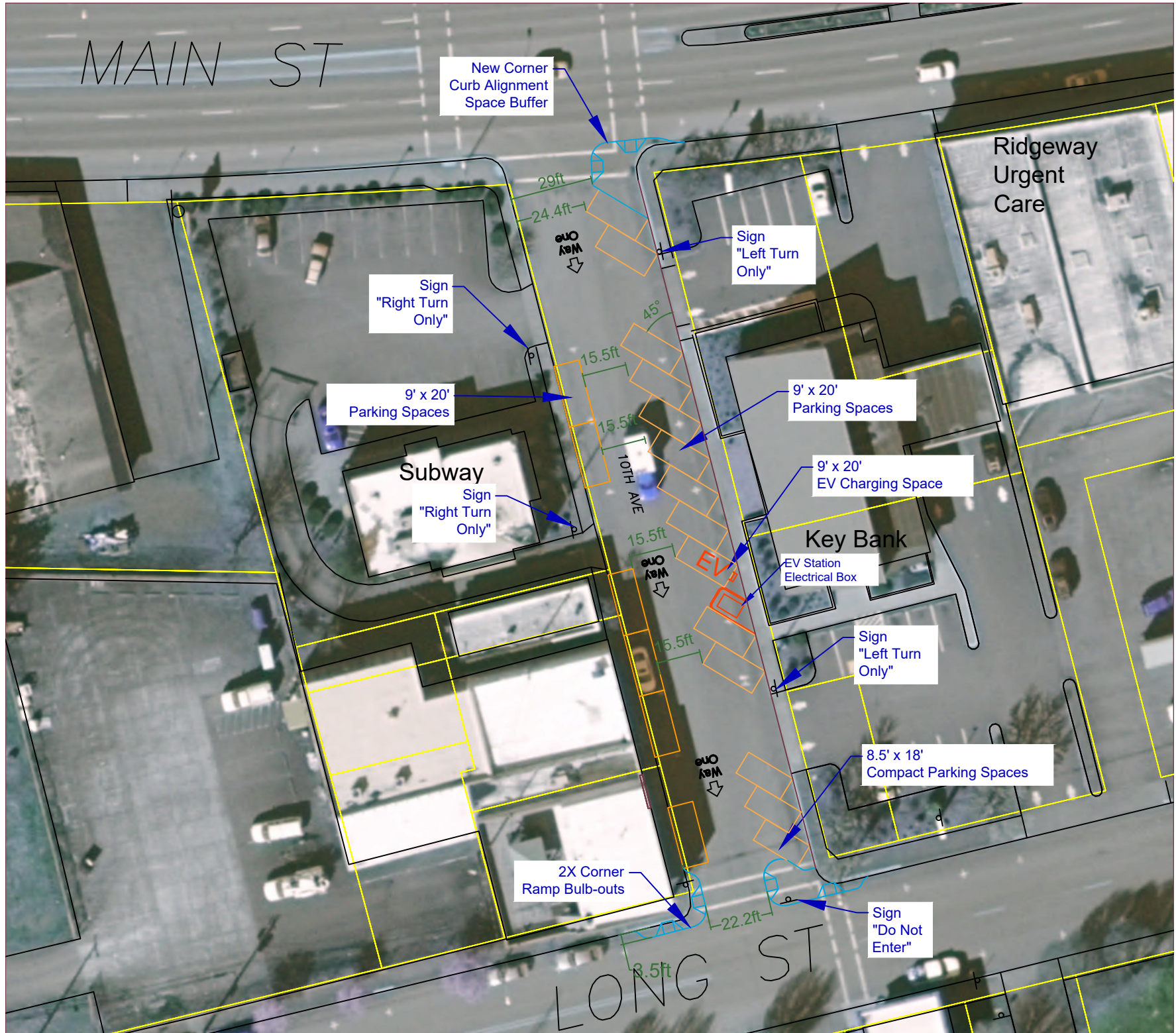
Sign
"Left Turn
Only"

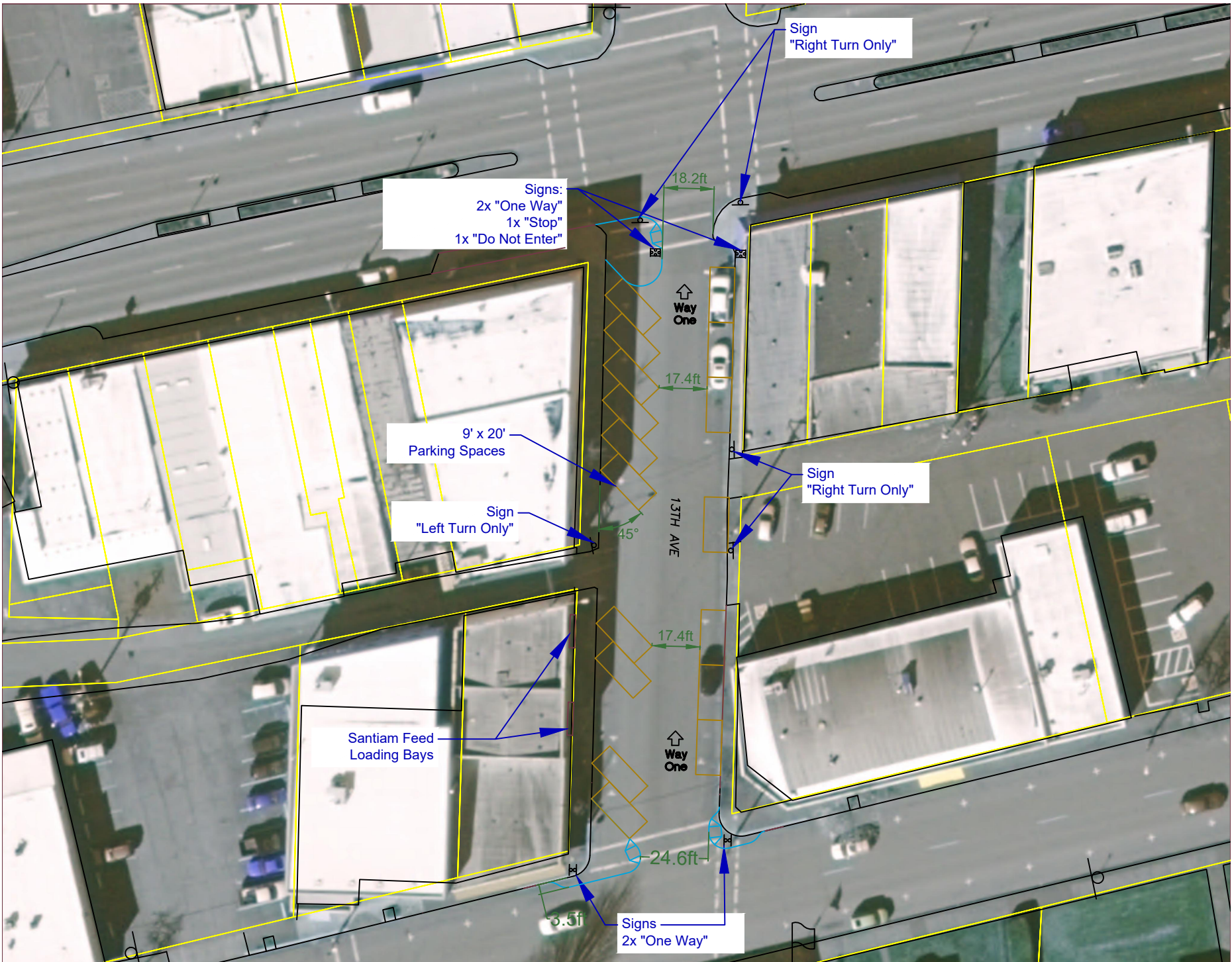
8.5' x 18'
Compact Parking Spaces

2X Corner
Ramp Bulb-outs

Sign
"Do Not
Enter"

LONG ST





Sign
"Right Turn Only"

Signs:
2x "One Way"
1x "Stop"
1x "Do Not Enter"

9' x 20'
Parking Spaces

Sign
"Left Turn Only"

Santiam Feed
Loading Bays

Sign
"Right Turn Only"

Signs
2x "One Way"

Way
One

Way
One

13TH AVE



Statement of Work

City of Sweet Home, OR

Creation Date: 10/13/2023
Document Number: PS-04962
Version Number: 1
Created by: Dean Simpson

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1. Overview and Approach

1.1. Agreement

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for City of Sweet Home, OR (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Master Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer’s use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Enterprise Asset Management as defined in the OpenGov Responsibilities section of this document ([Section 2.4](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Enterprise Asset Management solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the “OpenGov Responsibilities” section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in Customer Location in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Enterprise Asset Management
 - i. OpenGov will provide all services remotely via audio; video; and web conferences unless otherwise noted.
 - ii. OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
 - iii. OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.
 - iv. OpenGov assumes that the customer accepts EAM upon the completion of the go-live event
 - v. If a non-API integration is included in scope, Customer is responsible for engaging third party vendor to obtain data, configuration, and/or third party integration support.
 - vi. If an API integration is included in scope, Customer is responsible for providing access to a test instance of the third party API including a URL, authentication credentials, and relevant documentation.
 - vii. Exclusions
 - 1. Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed in Appendix B.
 - 2. Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed in Appendix B.
 - 3. Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed in Appendix B.

- D. Permitting and Licensing
 - i. Individual software modules are configured based on discussions between OpenGov and Customer.
 - ii. All training, working sessions, and configuration is completed remotely, unless otherwise specified in appendix
 - iii. Customer will gather and provide all applicable Prerequisite Data Checklist items prior to the first project working session being held.
 - iv. Customer's source data will be provided in accordance with Appendix C: Technical Requirements .
 - v. Customer will validate and sign off on each deliverable in Appendix B: Deliverables.
 - vi. Go Live date will be agreed and signed off between the Customer and OpenGov project manager during project planning.
 - vii. Customer will sign off on the Solution Acceptance prior to Go Live.
 - viii. The project plan assumes one Go-Live event and cutover unless otherwise specified in Appendix B: Deliverables.
 - ix. Exclusions
 - 1. No historical data migration is included with this scope of work.

2.4. OpenGov Responsibilities

2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. Collaborate with your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;

- B. Coordinate a go live planning and data workshop to plan data integrations and migrations;
- C. work with your Project Manager to address and resolve deviations from the project plan;
- D. conduct regularly scheduled project status meetings; and
- E. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services contract.

Deliverable Materials:

- Planning and Data Workshop
- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)
- Go Live Checklist

2.4.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.4.3. Activity 3 – OpenGov Enterprise Asset Management Domains

OpenGov will provide the following:

Enterprise Asset Management Domains

- A. Walkability
- B. Water Distribution
- C. Wastewater Collection / Sanitary Sewer

Completion Criteria:

This activity will be considered complete when:

- Instance setup is completed
- Requirements Gathering is completed
- Start up Data is loaded
- Asset Installation in completed

Deliverable Materials:

- Formal sign off document

2.4.4. Activity 4 OpenGov Permitting and Licensing Use Cases

Use cases:

OpenGov will provide the following:
Community Development: Code Enforcement

Completion Criteria:

This activity will be considered complete when:

- Deliverables are configured/completed

Deliverable Materials:

- Formal sign off document

2.4.5. Activity 5 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Software training is delivered

Deliverable Materials:

- Formal sign off document

2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the services in Appendix B as listed, if any; or
- B. The End date is reached

2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of nine months after signatures (“End Date”) or on other dates mutually agreed to between you and OpenGov.

2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Enterprise Asset Management

Enterprise Asset Management Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Integrations / Conversions									
Enterprise Asset Management	Define and Plan								
	Design								
	Build and Test								
	Deliver								
GoLive Support									
	Hypercare								

Timeline is dependent on the number of phases and other factors. Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.

Permitting and Licensing

Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Data Framework										
Historical Data Migration										
Record & Financial Exports										
Document Migration										
Permitting Licensing and Code Enforcement Suite	Requirements and Discovery									
	Initiate*									
	Configure*									
	Validation*									
Go-Live										
Reporting & Transparency										

*Timeline is dependent on the number of service areas and record types.
 ^Validation includes data integration and migration

OpenGov Configuration
Customer Validata
Go Live Event

2.9. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

There is no travel expected in this project. Should travel be requested, Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred.

2.10. Offer Expiration Date

This offer will expire on January 13, 2024 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: Enterprise Asset Management

Setup

OpenGov will:

- Setup a hosted, sandbox and production OMS environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Requirements Gathering

OpenGov will

- Provide a remote, up to four (4) hours, requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Configurations

OpenGov will:

- Provide configuration services, including:
 - Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - Up to twenty (20) automations
 - Up to twenty (20) preventative maintenance plans

Training

OpenGov will:

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Dashboards
 - Standard KPI/ROI Gadgets
 - Logins/Permission
 - Layers
 - Filters

- o Maps
 - o Grids
 - o System Navigation
 - o Views (List & Detail)
 - o Standard Reports
 - o Attachments
 - o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
 - Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
 - Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
 - Provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - o OMS Esri integration configuration options
 - o Integration functionality (basemap and feature)
 - o Overall Esri integration requirements, considerations, and OpenGov recommended best practices

Train the Trainer Training Event

- Provide a remote, up to twenty two (22) hours, "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and your project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - o Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - o Work Management:
 - Create Task(s)(Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - OpenGov recommended best practices for Work Management
 - o Asset Management:
 - Asset Details
 - Preventative Maintenance Plans

- Inspections
- Linked assets (if applicable)
- Container/Component Relationships (if applicable)
- OpenGov recommended best practices for Asset Management
- o Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager

Advanced Training Topics:

- Provide **Preventative Maintenance Plans** remote train-the-trainer training, up to three (3) hours. Training topics include:
 - o Preventative Maintenance
 - o OpenGov recommended best practices for proactive asset management
- Provide **Advanced Inspections, Asset Condition Manager, and Asset Risk** remote train-the-trainer training, up to four (4) hours. Training topics include:
 - o Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates

- o Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
- o OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide **Asset Builder** remote train-the-trainer training, up to two (2) hours. Training topics include:
 - o OMS Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations
 - o OpenGov recommended best practices for expanding the system's use and/or building assets

Go-Live Support

OpenGov will:

- Provide a remote, up to eight (8) hours, web conferences, to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and OpenGov's project managers. Topics may include any of the following:
 - o Refresher training for items listed in the scope of work
 - o Software and process support for staff during production roll out
 - o Field, Layout, and Report configuration guidance, if applicable

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by your staff, OpenGov will load the data into your sandbox or production OMS environment. Data loads may include data such as:
 - o Parent level asset records
 - o Asset location (spatial x/y) attributes
 - o Parent level resource (Labor, Equipment Material, Vendor) records
 - o Resource Rate (Labor, Equipment, Material) records
 - o Standard system libraries

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - o Walkability (7)
 - ADA Ramp; Pavement Area; Sign; Tree; Light Fixture; Sidewalk; Support
 - o Water Distribution (9)
 - Water Backflow; Water Facility; Water Hydrant; Water Lateral; Water Main; Water Meter; Water Pump; Water Valve; Water Storage Tank
 - o Wastewater Collection / Sanitary Sewer (7)
 - Sewer Cleanout; Sewer Facility; Sewer Force Main; Sewer Lateral; Sewer Main; Sewer Manhole; Sewer Pump

B-2: Permitting and Licensing

B-2.1: Data Deliverables

Master Address Table (MAT) Integration

- OpenGov will:
 - Provide a template file to be utilized by the Customer to populate MAT information.
 - Import the completed template file and validate against the completed template file.
- Customer will:
 - Populate and validate the MAT template.

ESRI ArcGIS Server Integration

- OpenGov will:
 - Integrate with the Customer's ArcGIS public API endpoint.

GIS Flag Integration

- OpenGov will:
 - Provide a template file to be utilized by the Customer to populate GIS Flag information.
 - Import the populated template file after acceptance.
 - Enable the GIS Flag Integration.
- Customer will:
 - Populate and validate the flag template file.

Accounting and Finance Export

- OpenGov will:
 - Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.
- Customer will:
 - Agree upon specifications prior to export.

Autofill Integration

- OpenGov will:
 - Provide up to one (1) of Autofills, using source data from OpenGov or provided by the Customer.
- Customer will:
 - Provide the source data, if applicable.
 - Agree upon specifications prior to upload.

B-2.2: Record Type Deliverables

OpenGov will configure the following standard record type drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Code Enforcement Service Area

One (1) record types from the following list:

- Code Violation

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.

- Test all configured record types

B-2.3: Training Deliverables

OpenGov will:

Administrator Training

- Provide up to fourteen (14) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
 - Setting up the public portal
 - Employee app settings
 - Creating and editing record types
 - Managing Forms
 - Editing Documents
 - Creating Workflows
 - Setting up Inspections
- Provide up to eight (8) hours of Reporting & Transparency administrator training, to enable system administrators on the following topics:
 - Download and upload data to Reporting & Transparency
 - How to create reports and dashboards

End User Training

- Provide up to two (2) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
 - Navigation of the system
 - Manage inbox and tasks
 - Take payments
 - Conduct inspections
 - Create records

Customer will:

- Identify the relevant participants to attend each training session.

Appendix C: Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- Publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Reviewing and Approving the Contract for OpenGov Services

Preferred Agenda: October 24, 2023

Submitted By: Kelcey Young, City Manager

Reviewed By: Kelcey Young, City Manager

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

Towards Council Goal: Increasing Revenue Opportunities

Attachments: OpenGov Contract

Purpose of this RCA:

Reviewing and determining whether to approve an agreement with the OpenGov providing improved transparency and tracking services.

Background/Context:

Staff then began evaluating possible software solutions that could meet these requirements. Several different types of software and software vendors were evaluated from enterprise resource planning (ERP) software, to customer relationship management (CRM), as well as existing in-house systems. Staff had several meetings and participated in initial, high level demonstrations with several vendors, including OpenGov, iWorQ, Municode, and looked at the current system of 311.

The Challenge/Problem:

In order to improve customer service, and transparency, staff has been working on finding a solution to provide an automation system that would improve efficiencies and processes not only for residents and business, but also internal staff. Specific areas for improvement were identified throughout the City, especially in the area of citizen services, such as code enforcement, work orders, asset management, citizen engagement and reporting.

Several features were identified as needed to successfully improve services, they are as follows:

- Process automation – Ability to design workflows to improve processes to electronically intake data and assign tasks.
- Code Enforcement – Easy online violation submissions, and a centralized case management location.
- Online Payment Collection – Ability for collecting fees for the various modules and tools managed by the software.

- Public Portal – Includes a public portal for residents and businesses with single login and have access to all tools and status to improve transparency.
- Intuitive User Experience – Software must be easy to use and understand for residents and internal staff.
- Asset Management – Ability to build an asset inventory, such as roads, water pipes, fire hydrants, etc. to track, capture work history, inspections, and report within a GIS infrastructure.
- ArcGIS integration – Access existing GIS data as well as update and input new information into the existing maps.
- Work Order Management – Create, assign, and track all work orders and repairs that need to be completed throughout the City.

After reviewing multiple systems, it was determined that OpenGov will best meet the City needs, and will provide all of the services listed. OpenGov provided a deep discount for the City of Sweet Home, and is on the state cooperative.

Stakeholders:

- City Residents. Residents should have easy and efficient ways to make code enforcement reports, and report items for work orders. They invest taxes and trust us to operate our local government as efficiently as possible.
- City Councilors. Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible. They must balance leadership with representation.
- Executive Management Team. Comprised of six department heads, each with a responsibility to the citizens and City Manager to run their day-to-day operations as efficiently as possible. There needs to be communication tracking that is available to easily collaborate and work together.
- Business Community/Chamber of Commerce. Business owners need to have easy City processes to review and see progress.

Issues and Financial Impacts:

1. This contract will cost \$65,650 the first year, 37536 the second year, and \$39,413 the third year.
2. This program will replace 311, ClearGov, Text my Gov and Monday.com.

Elements of a Stable Solution:

Agreement with OpenGov to provide the aforementioned services.

Options:

1. Do nothing.
2. Approve the contract as presented. By approving the contract, staff can move forward with implementation.
3. Renegotiate the contract. Council could attempt to direct staff to renegotiate and change terms of the contract. Council would need to give staff direction as to which specific terms of the agreement they'd like to see changed.

Recommendation:

Staff recommends option #2. Approve the contract as presented



REQUEST FOR COUNCIL ACTION

Title: Approval to Sign the OPRD Lower Sankey Park Phase III Grant Agreement

Preferred Agenda: October 24, 2023

Submitted By: Angela Clegg, Associate Planner

Reviewed By: Kelcey Young, City Manager

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

Relevant Code/Policy: N/A

Towards Council Goal: Goal 3.2 Look for methods to improve community safety, Police, Community Design, etc.

Attachments: OPRD Lower Sankey Park Phase III Grant Agreement

Purpose of this RCA:

The purpose of this RCA is to approve signing the Oregon Parks and Recreation Department (OPRD) Lower Sankey Park Phase III Grant Agreement LG23-004.

Background/Context:

The City of Sweet Home staff submitted a grant application in April 2023 to the Oregon Parks and Recreation Department Government Grant Program for the Lower Sankey Park Phase III grant. The grant was chosen by the OPRD Board and awarded on September 21, 2023. The grant agreement was sent to the City of Sweet Home for Signature on October 12, 2023.

The Challenge/Problem:

Should the City Council sign the grant agreement for \$295,993.30? The City would need to match 40%, \$118,397.32, which can include a mix of cash and in-kind services.

Stakeholders:

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

- **City of Sweet Home:** Having better more vibrant parks increases positive use, lowers crime, and increases the property values of homes near the park.
- **Surrounding Residences:** Studies show that there is an increase in property values with homes near and abutting parks. Increased positive use in the parks can result in lower crime rates in surrounding neighborhoods and a more positive, family-friendly environment.
- **Outer Residences:** Improved parks create family friendly gathering areas that include safe park amenities mixed with open natural areas for families to explore.
- **Businesses:** Increased amenities within the community show vibrancy and will bring in more visitors.

- Visitors: Visitors see a vibrant and inviting community that makes them want to visit time and time again, and potentially choose Sweet Home as a place to live.

Issues and Financial Impacts:

- Project Amount: \$295,993.30
- Grant Amount: \$177,595.98
- 40% Match Requirement: \$118,397.32, potentially coming from the following sources:
 - Current Fiscal Year City Parks Projects/Improvements Budget (General Fund): \$120,000
 - Next Fiscal Year Parks System Development Charges (SDC): \$98,000
 - Donations/In-Kind Contributions: The Park & Tree Committee is working on a donor campaign to help fund this project.

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

Elements of a Stable Solution:

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

Options:

1. Do Nothing. Direct staff not to sign the agreement with the Oregon Parks and Recreation Department this year. The next opportunity for this source of funding will be in 2025.
2. Direct staff to sign the Oregon Parks and Recreation Department Local Government Grant Agreement as presented.
3. Direct staff to submit the Oregon Parks and Recreation Local Government Grant Agreement with recommendations City Council changes (specify).
4. Other. Specify other actions for Staff to take.

If the City Council approves the agreement, staff will begin site prep and engineering in November 2023. The project must be completed by December 31,2025.

Recommendation:

No. 2 - Direct staff to sign the Oregon Parks and Recreation Department Local Government Grant Agreement as presented.

Oregon Parks and Recreation Department

Local Government Grant Program Agreement

THIS AGREEMENT (“Agreement”) is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as “OPRD” or the “State” and the **City of Sweet Home**, hereinafter referred to as the “Grantee”.

OPRD Grant Number: LG23-004
Project Title: Lower Sankey Park Phase III
Project Type (purpose): Development
Project Description: The Project will construct a new accessible bandstand, a sidewalk, a soft and hard surface trail network with landings that can function as amphitheater seating, and install benches, lighting and security cameras at Lower Sankey Park in Sweet Home, Oregon. The Project is further described in Attachment A - Project Description and Budget.

Grant Funds /
Maximum Reimbursement: \$177,080 (59.83%)
Grantee Match Participation: \$118,913 (40.17%)
Total Project Cost: \$295,993

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the Project Description and Budget included as Attachment A. To request reimbursement, Grantee shall use OPRD’s online grant management system accessible at oprdragrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$295,993**, and the Grantee’s Match participation rate of **40.17%**, **the reimbursement rate will be 59.83%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **59.83%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **three month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD’s online grant management system accessible at oprdragrants.org.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **December 31, 2025**. If the Project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

Final Request for Reimbursement: Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:

- Attachment A: Project Description and Budget
- Attachment B: Standard Terms and Conditions
- Attachment C: Inadvertent Discovery Plan

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 is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment B; Attachment A; Attachment C.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator
 Angela Clegg
 City of Sweet Home
 3225 Main Street
 Sweet Home, OR 97386
 541-367-8113
 aclegg@sweethomeor.gov

Grantee Billing Contact
 Cindi Robeck
 City of Sweet Home
 3225 Main Street
 Sweet Home, OR 97386
 541-367-8113
 crobeck@sweethomeor.gov

OPRD Contact
 Mark Cowan, Coordinator
 Oregon Parks & Rec. Dept.
 725 Summer ST NE STE C
 Salem, OR 97301
 503-951-1317
 mark.cowan@oregon.gov

Signatures: In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

**STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: _____
Signature

By: _____
Daniel Killam, Deputy Director of Administration

Printed Name

Date

Title

Approval Recommended:

Date

Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

By: _____
Michele Scalise, Grants Section Manager

By: Jeffrey B. Grant, AAG
ODOJ Signature or Authorization

Date

Printed Name/Title

By: _____
Mark Cowan, Grant Program Coordinator

by email on September 25, 2023
Date

Date

Attachment A: Project Description and Project Budget

OPRD Grant Number: LG23-004
Project Title: Lower Sankey Park Phase III
Grantee Agency: City of Sweet Home

Project Description:

The Project will construct a new accessible bandstand, a sidewalk, a soft and hard surface trail network with landings that can function as amphitheater seating, and install benches, lighting and security cameras at Lower Sankey Park in Sweet Home, Oregon.

Project Budget Worksheet

Bandstand (Community Event Center) Installation	\$ 35,000
Electrical Contractor	\$ 10,000
Concrete Contractor	\$ 23,500
Engineering Consultant	\$ 4,680
Force Account Labor	\$ 28,713
Hard Surfaced Trails	\$ 22,000
Sidewalk	\$ 10,500
Dirt / Soft Surfaced Trails	\$ 3,000
Trail and Bandstand (Community Event Center) Lighting	\$ 12,100
Irrigation	\$ 4,000
Security Cameras	\$ 10,000
Benches	\$ 8,000
Bandstand (Community Event Center) Materials	\$ 124,500
Total Project Cost	\$ 295,993

Match Funding

City of Sweet Home - Force Account Labor	\$ 28,713
City of Sweet Home - Budget	\$ 24,000
Private Donations	\$ 66,200
Total Match from Grantee	\$ 118,913

Summary

Total Project Cost	\$ 295,993
Total Match from Grantee	\$ 118,913
Grant Funds Requested	\$ 177,080

Attachment B – Standard Terms and Conditions

Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion

or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** 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 a party (the "Notified Party") with respect to which the other party ("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. Either 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 the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the 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 the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee 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 the State on the one hand and of the Grantee 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee 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 the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the 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 the Grantee on the one hand and of the 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. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") 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 Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of the State, the Oregon Secretary of State, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD and Grantee 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 intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. 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.

16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
17. **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 Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. 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, or five days after mailing.
18. **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.
19. **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.

ATTACHMENT C

ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)

Archaeological materials are the physical remains of the activities of people in the past. This IDP should be followed should any archaeological sites, objects, or human remains be found. Archaeological materials are protected under Federal and State laws and their disturbance can result in criminal penalties.

This document pertains to the work of the Contractor, including any and all individuals, organizations, or companies associated with the project.

WHAT MAY BE ENCOUNTERED

Archaeological material may be found during any ground-disturbing activity. If encountered, all excavation and work in the area **MUST STOP**. Archaeological objects vary and can include evidence or remnants of historic-era and pre-contact activities by humans. Archaeological objects can include but are not limited to:

- **Stone flakes, arrowheads, stone tools, bone or wooden tools, baskets, beads.**
- Historic building materials such as **nails, glass, metal** such as cans, barrel rings, farm implements, **ceramics, bottles, marbles, beads.**
- Layers of **discolored earth** resulting from hearth fire
- Structural remains such as **foundations**
- **Shell Middens** (mounds)
- **Human skeletal remains** and/or **bone fragments** which may be whole or fragmented.

If in doubt call it in.

DISCOVERY PROCEDURES: WHAT TO DO IF YOU FIND SOMETHING

1. Stop ALL work in the vicinity of the find
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer—work may continue outside of this buffer
3. Notify Project Manager and Agency Official
4. Project Manager will need to contact a professional archaeologist to assess the find.
5. If archaeologist determines the find is an archaeological site or object, contact SHPO. If it is determined to *not* be archaeological, you may continue work.

HUMAN REMAINS PROCEDURES

1. If it is believed the find may be human remains, stop ALL work.
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer, then work may continue outside of this buffer with caution.
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**

4. Notify:
 - Project Manager
 - Agency Official
 - Contracted Archaeologist (if applicable)
 - Oregon State Police - **DO NOT CALL 911** 503-378-3720
 - SHPO (State Historic Preservation Office) 503-986-0690
 - LCIS (Legislative Commission on Indian Services) 503-986-1067
 - Appropriate Native American Tribes (as provided by LCIS)
5. If the site is determined not to be a crime scene by the Oregon State Police, do not move anything! The remains should continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.
6. Do not resume any work in the buffered area until a plan is developed and carried out between the State Police, SHPO, LCIS, and appropriate Native American Tribes, and you are directed that work may proceed.

CONFIDENTIALITY

The Agency and employees shall make their best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be reported to the Agency. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.

From: [CLEARANCE ORSHPO * OPRD](#)
To: [COWAN Mark * OPRD](#)
Subject: RE: LG23-004 Lower Sankey Park - Sweet Home
Date: Monday, August 21, 2023 2:33:45 PM
Attachments: [image002.jpg](#)

THIS E-MAIL CONFIRMS RECEIPT OF AN ELECTRONIC SUBMISSION FOR AN HISTORIC RESOURCE/106 REVIEW

THIS E-MAIL DOES NOT REPRESENT CONCLUSION OF THE REVIEW/106 CONSULTATION.....

We received a clearance submission on your above referenced project. Thank you.

The assigned SHPO Case Number is 23-1104. Refer to this case number on all future correspondence or submitting any change to the scope of work for review using the provided SHPO case number. Please retain this email for your records.

If the SHPO chooses to not respond within 30 calendar days from receipt of this submittal your responsibilities under Section 106 of the National Historic Preservation Act of 1966 as amended, Oregon Revised Statute 358.653, local permitting process, and/or other similar request are complete and the project may proceed as described in the submitted scope of work. The 30-day SHPO response period for this project ends after 09/14/23. Federal and state laws protecting cultural resources, local permitting requirements; and necessary consultation with Native American Indian Tribes for federal, state and local government projects still apply. See <https://www.oregon.gov/oprd/OH/Pages/lawsrules.aspx>.

Do not respond to this email.

From: COWAN Mark * OPRD <Mark.COWAN@opr.oregon.gov>
Sent: Wednesday, August 16, 2023 9:09 AM
To: CLEARANCE ORSHPO * OPRD <ORSHPO.Clearance@opr.oregon.gov>
Subject: LG23-004 Lower Sankey Park - Sweet Home

SHPO review is requested for the following Local Government Grant Program project:

LG23-004 Lower Sankey Park - Sweet Home

Attachments generally include:

- Submittal Form
- Clearance Form
- Maps
- Site Plan / Construction Plan
- Photos

Thanks,



Request for Reimbursement Guide

All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with OPRDgrants.org is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > oprdrants.org
- > Grant Programs
- > Local Government
- > Management & Reporting Requirements
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report**
- Project Bills / Invoices**
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site and specific project elements, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.

- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan
Grant Program Coordinator
mark.cowan@oprdrants.org
503-951-1317
<https://www.oregon.gov/oprdrants/>



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

Sweet Home Public Library

Statistics

September 2023	This month September 2023	Last month August 2023	Year to date 2023	Previous year 2022
Patron Activity				
Door Count	2982	3151	23406	30342
Program participants (all ages)	117	169	1491	589
Total programs(all ages)	13	13	90	41
Circulation and Renewals				
Checkouts & renewals	5109	5829	45396	52702
E-audio & E-book checkouts	595	531	5013	5692
Total items checked out	5704	6360	50409	58394
Public Computers				
Logins	206	249	2014	2497
Resource Sharing Savings				
Cost savings	5561.57	5224.93	45512.78	35892.88
Items borrowed by consortium libraries	343	385	3125	2949
Items borrowed from consortium libraries	355	386	2917	2873
Volunteer Hours				
Hours worked by volunteers	42.5	59	532.5	528
New Library Patrons				
New patron cards issued	36	85	484	606

Events this month: We have started weekly Lapsit and Preschool storytimes with Ms. Kira. We have a monthly Family storytime and a monthly Teen STEAM program starting up too.

Building updates: We received several grants to help spruce up the outdoor area and make it more inviting. With donations from the Friends of the Library we will be adding a TV and Nintendo to the Teen area.

Items of note: We have multiple new staff! Diane moved to a full time position at City Hall. Annalee joined as a 10 hour per week grant funded library assistant, Tawyna and Taylor joined as library assistants, in addition to Kira starting in August.

MEMORANDUM



TO: City Council
 Kelcey Young, City Manager
 Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: October 24, 2023

SUBJECT: Community and Economic Development Department Report for September, 2023

The Community and Economic Development Department (CEDD) consists of the City's Building, Planning, Engineering, Economic Development, Code Enforcement, and Parks and Recreation programs. The following is a summary of activities and notes on current projects from September 1st to September 30th, 2023.

1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	September, 2023	August, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Residential 1 and 2 Family Dwellings	1	0	10	36	27.4
Residential Demolition	1	0	7	9	8.4
Residential Manufactured Dwellings	0	1	4	2	11.6
Residential Mechanical Permits	4	10	66	100	106
Residential Plumbing	4	2	23	30	29
Residential Site Development	0	0	0	1	0.6
Residential Structural	6	2	27	54	51.8
Commercial Alarm or Suppression Systems	0	1	2	1	3.2
Commercial Demolition	0	0	5	2	3.4
Commercial Mechanical	0	2	8	17	17
Commercial Plumbing	0	2	11	5	9.8
Commercial Site Development	0	0	0	5	2.8
Commercial Structural	1	1	16	33	38.4
Total Permits	17	21	179	295	309.4
Value Estimate of All Permits	\$626,255.00	\$289,532.00	\$8,374,678.94	\$30,928,533.31	\$20,430,248.58
Fees Collected	\$11,143.52	\$4,789.95	\$103,957.59	\$336,902.20	\$258,215.53

- Developments of note: For your reference, below are some developments of note that were previously reported. Changes are noted with **bold text**.
 - Mosaic Memory Care Facility: Located on Mountain Fir Street next to the existing Mosaic-owned Wiley Creek Assistance Living Facility. The project received full planning approval early this year. Much of the time since then has been spent waiting for completed plans from Mosaic. However, plans were finally completed and reviewed in August, and a building permit has been issued. Construction is underway. **An open house was held on October 15th, however the facility has yet to receive a Certificate of Occupancy.**
 - Samaritan Urgent Care Facility: The project has received full planning approval, building plans have been approved, and construction is underway. Grand Opening of the facility was planned for September 6th but has been pushed back to October 27th.
 - Duck Hollow Phase III Subdivision: 51-lot single-family home subdivision located adjacent to the existing Duck Hollow Subdivision (41st Avenue and Long Street). This subdivision received planning approval in 2020, however there was a long delay due to wetlands regulations administered by the Oregon Department of State Lands. State approval has been granted, and construction is expected soon.
 - Live Oak Subdivision: 8-lot single-family home subdivision located between the two existing portions of Live Oak Street. The subdivision was approved in 2021, however the property changed hands, which delayed development. The new owner is planning on constructing 8 duplexes (16 housing units) on the lots. Development of the road and infrastructure is complete, and construction of the first buildings has begun.
 - Foothills Ridge Subdivision: 21-lot single-family home subdivision located at the west end of Foothills Drive. This subdivision was approved in 2021, however the owner has run into delays with his engineering firm, and recently applied for an extension. The construction timeline is unknown.
 - Santiam River Development Phase 1 : 42-lot single-family home subdivision located at the north end of Clark Mill Road. Planning approval was granted at the beginning of this year, however some of the property is being sold to a different developer. It is unknown when construction will begin.
 - Clear Water Subdivision: 18-lot single-family home subdivision located on the west side of 45th Avenue, just north of Kalmia Street. Planning approval was granted in June. Road, sidewalk, and other infrastructure construction is complete.

2. PLANNING

- Summary of Final Decisions of Planning Division Applications:

Application Type	September, 2023	August, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Annexations	0	0	0	1	0.4
Code Amendments	0	0	3	1	0.8
Conditional Use	1	0	3	11	8.8
Partition	1	0	3	17	12
Planned Development/ Subdivision	0	0	0	3	1.8
Property Line Adjustments	0	1	2	21	13.4
Vacation	0	0	1	0	0
Variance	1	0	3	3	3.6
Zoning Map Amendment	0	0	2	1	2.2

- 2 Land Use Applications was submitted in September.
- 3 Land Use Applications are pending final approval.
- 6 Fence Permits were issued in September.
- 0 Temporary RV Permits were issued in September.
- The City received a grant from the State to update our Transportation System Plan and create an Area Plan for the undeveloped land on the north side of the City. Staff and the consultant have begun work on the project.
- The Planning Commission last met on September 21st. The next scheduled meeting is November 2nd, 2023.

3. ECONOMIC DEVELOPMENT

- Based on feedback from the Council, Staff are developing a Request for Proposals (RFP) for the quarry property that will outline all of the City's goals for the property and seek interest from developers for a public-private-partnership with the City. After Staff have finished a draft of the RFP, we will bring it to the Council for review, suggested changes, and, ultimately, approval.
- Staff recently gathered a group of business and property owners to discuss efforts to improve Downtown Sweet Home. The initial meetings of this 'Downtown Focus Group' have been productive, and the participants are excited with the ideas generated thus far.
- The first phase of implementing the Downtown Streetscape and Parking Plan is underway. Staff have drafted plans to convert 10th and 13th Avenues between Long and Main Streets to one-way parking to allow for additional parking and the EV charging station. Staff have reached out to the Fire District and neighboring property owners for feedback, and a resolution for this change is on the agenda for the October 24th meeting.
- Staff have negotiated a franchise agreement with Alyrica Networks, Inc., who are planning on providing fiber Internet services in the City. This agreement is on the agenda for the October 24th meeting.

- The EV Charging Station project has been delayed by concerns raised by Pacific Power. Staff are working with the contractor to mitigate the problems and get the project back on track.

4. CODE COMPLIANCE

- Summary of Actions.

Case Status	September, 2023	August, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
New Complaints-Residents	25	14	209	103	90.3
New Complaints-Officer	4	0	35	71	72.5
Violations Resolved	36	5	101	98	248.6
Complaints Noted with No Violation Found	37	3	90	23	22.8
Open Cases at End of Period	68	112	68	73	22.7
Citations	0	0	23	0	3
Abatements	1	2	5	3	1
Enforcement Type	September, 2023	August, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Animal	2	1	27	29	43
Blight	4	0	13	0	1
Illegal Burn	0	0	2	2	1.8
Illegal Dumping	0	0	0	1	0.6
Illegal Parking	1	0	2	6	9
Illegal Sign	0	0	1	0	2.2
Junk/Abandoned Vehicle	4	2	30	16	10.4
Minimum Housing	0	0	3	0	2.6
Occupying an RV	6	1	41	21	37.8
Open Storage	4	2	48	30	59.8
Other	4	3	27	7	18
Public Nuisance	0	2	13	6	40
Public Right-of-way	0	0	7	0	10.2
Tall Grass & Weeds	4	3	28	51	108.4
Vacant Lot	0	0	2	0	0.2

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

5. PARKS

- The Park and Tree Committee last met on October 18th. Their next meeting will be November 15th, 2023.
- Staff have applied for a grant from the Oregon Park and Recreation Department for Phase III of Sankey Park improvements, which will include a replacement structure for the now-demolished bandstand and trail connections to the upper portion of the park. The application has passed the first review, and Staff gave a presentation to the grant review committee on June 27th. Staff recently received an award letter for this grant. The next steps are to continue gathering donations and start the procurement process for the work.
- Design work is underway for a new park adjacent to City Hall. The Park will include a donated playground structure and dog park.

6. OTHER PROJECTS

- Willow Street Neighborhood LID: Staff have finalized a financing plan, and recently received approval from the financing agency. Staff are now working to issue a Request for Proposals for engineering design, followed by construction.
- The ODOT Foster Lake Sidewalk Project: Construction is nearly complete. Staff are working with the Railroad and ODOT on a plan to construct the portion that lies under the railroad trestle.
- Staff is working with ODOT on a pedestrian crossing at 22nd Avenue and Main Street. State Funding has been provided, and the project will be completed at little to no cost to the City. This improvement will be combined with an existing ODOT project to replace ADA ramps at intersections on Main Street. Construction on both the overall ramp replacement project and the pedestrian crossing is underway. The concrete has been completed for the crossing. The flashing beacons were installed in late September but were hit by a car and now need to be replaced. The costs of that replacement will not be borne by the City. The Council has approved an amendment to the IGA with ODOT to cover the pedestrian crossing. Equipment at the crossing was recently replaced, and is expected to be operational very soon.
- Engineering on the 2nd Avenue/Holley Road pedestrian crossing, which is funded by a Safe Routes to School Grant, is complete and a Request for Proposals for the work has been issued. A contract for the remaining work has been signed, and the contractor has ordered materials and equipment. This project has been delayed by ODOT permitting.



Sweet Home Oregon

July-Sept 2023 Quarterly Report

Overall, the City of Sweet Home is in a good financial position through the first quarter of the 2024 Fiscal Year. Enterprise (Water, Sewer, Storm) revenue is on track with the adopted budget. There are no identifiable issues in this financial quarterly report.

General Fund

Revenue = 25%

Expenditures = 40% (Overall)

Beginning Fund Balance is currently at \$1.5 Million, which is what was originally budgeted. Current revenue is at 25% of the budgeted amount. Revenue is higher than anticipated because of interest revenue that has been received by the city due to higher than anticipated interest rates received on investments in the local government investment pool.

Expenditures by Department:

Administration - 18%

City Council - 11%

Community/Economic Development - 20%

Finance - 20%

Court - 31%

Parks - 55% (known issue, will be corrected by next quarter report)

General Services - 211%

General Services Department is abnormally high due to recording grant expenditures that are anticipated to be reimbursed.

Police Fund

Revenues = 1%


Expenditures = 27%

The Police Fund is on track with expenditures for the fiscal year. One item to note is that the Beginning Fund Balance for the Police Fund is currently showing a balance of \$3.3 Million compared to what was originally adopted in the budget of \$3.7. There are no immediate changes or decisions required by Council as the City is still completing audits for 2022 and 2023 fiscal years.

Library Fund

Revenues = 2%

Expenditures = 19%



The Library Fund is under track with expenditures for the fiscal year. One item to note is that the Beginning Fund Balance for the Library Fund is currently showing a balance of \$484k compared to what was originally adopted in the budget of \$890k. There are no immediate changes or decisions required by Council as the City is still completing audits for 2022 and 2023 fiscal years.

Community Center Fund

Revenue = 20%

Expenditures = 20%

The Community Center Fund is under track of expenditures at 20% with revenues also showing 20% as of the end of the quarter.

Transportation Fund

Revenue = 42%

Expenditures = 20%

The Transportation Fund is above track on revenue at 40% from an unanticipated additional payment from ODOT delivered in September. The Beginning Fund Balance is also currently at \$516k compared to the adopted budget of \$350k. Expenditures are currently at 20% and under track for expenditures in the fiscal year budget.

City Enhancement Fund

Revenue = 527%

Expenditures = 2%

The City Enhancement Fund is showing revenue at 527% mainly due to grant funds received for Public Transit. The Beginning Fund Balance is currently showing at \$968k which is higher than the original budget amount of \$731k.

SDC Funds

Revenue = 43%

Expenditures = 0%

SDC Revenue across all funds (Water, Sewer, Storm, Parks, Transportation) is currently at 43% revenue compared to the budget. Across all funds, the Beginning Fund Balance is currently showing at \$2.1 Million compared to the original budget of \$2.3 Million.

Water Fund

Revenue = 35%

Expenditures = 15%

Sales for water is currently at 35% of budget. Typically you can anticipate to receive roughly 60% of water revenue through half the year and 40% the other half, so 35% received thus far is on track for the 60%. Current expenditures are only at 15% which is under budget as of this quarter. Capital Projects have not fully started in what was budgeted and no debt service payments have been made yet that are scheduled for later this year. Beginning Fund Balance is currently showing \$3.0 Million compared to what was adopted in the budget of \$2.6 Million.

Sewer Fund

Revenue = 52%

Expenditures = 26%

Sales for Sewer are currently at 25% of budget, which is on track. The Sewer Plant expenditures are currently at 18% of budget spend through and Sewer Collections/Operations are currently at 28% spent through. The Beginning Fund Balance is currently at \$3.3 Million compared to the original budget of \$4.3 Million. This is no cause for concern, but I will continue to update through the year as the audit for 2022 and 2023 are completed later this year. Revenues appear higher than anticipated because of an \$843k grant from Business Oregon which is the final payment for the \$7M grant from Business Oregon to assist with work on the Sewer Plant.

Storm Fund

Revenue = 25%

Expenditures = 18%

Storm revenue is currently at 25% of budget, which is on track. Expenditures are under budget at this time with 18% spend through. The Beginning Fund Balance is currently showing \$394k compared to the original adopted budget of \$295k.

Economic Development Fund

Revenue = None

Expenditures = 73%

The Economic Development Fund did not budget revenue. The Beginning Fund Balance is currently at \$256k compared to the original budget of \$225k. The majority of expenditures were budgeted as Projects and Programs as items come up throughout the year. Currently, the majority of expenditures is related to the city painting project; 54k spent out of the \$217k budget.

Reserve Fund

Revenue = None

Expenditures = None

The Reserve Fund adopted no revenue or expenditures in the 24/25 budget. The Beginning Fund Balance is currently at \$766k compared to the original budget of \$765k. All funds were placed as contingency to be used as needed and directed by City Management and Council.



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

	<u>9/30/2023</u>	<u>9/30/2022</u>	<u>% Change</u>
Call volume:	7520	6877	8.55%
Cad Calls:	14238	12509	12.14%
ONIBR Person Crimes:	181	142	21.55%
ONIBR Person Crimes Cleared:	155	110	29.03%
ONIBR Person Crimes Clearance Rate:	86%	77%	
ONIBR Property Crimes:	506	480	5.14%
ONIBR Property Crimes Cleared:	153	118	22.88%
ONIBR Property Crimes Clearance Rate:	30%	25%	

Person Crimes are defined as:

	<u>Sep-23</u>	<u>Sep-22</u>
Assault(All)	5	3
Child Neglect	0	0
Criminal Homicide	0	0
Elder Abuse	0	0
Forcible Rape	0	1
Harassment	3	10
Menacing	1	2
Other Person Crime	3	4
Other Sex Offense	0	0
Reckless Endanger	0	0
Violation Court Stalking Order	1	0
Violation Restraining Order	2	0
	<hr/> 15	<hr/> 20

Property Crimes are defined as:

	<u>Sep-23</u>	<u>Sep-22</u>
Arson	0	1
Burglary	3	1
Criminal Mischief	9	8
Forgery	1	0
Fraud	1	1
Motor Vehicle Theft	3	2
Other Property Crimes	2	2
Robbery	0	1
Theft	18	21
Unlawful Entry into Motor Vehicle	6	0
	<hr/> 43	<hr/> 37



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September

	This Month	Last Month	Last Year	Year to Date	5 Year
	09/30/23	08/31/23	09/30/22	09/30/23	
Call Volume	790	894	776	7520	6831
CAD Calls	1409	1751	1522	14238	13169
ONIBR Person Crimes	15	22	20	181	145
ONIBR Person Crimes Cleared	12	16	10	155	110
ONIBR Property Crimes	43	74	67	480	418
ONIBR Property Crimes Cleared	13	15	19	118	116

Trends:

Our person crimes clearance rate is sitting at 80%.

Our property crime clearance rate is still sitting at 30%.