



CITY OF SWEET HOME CITY COUNCIL AGENDA **REVISED**

September 12, 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: 291 756 248 652. 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) Amendment to Intergovernmental Agreement for Transportation System Plan

IV. Recognition of Visitors and Hearing of Petitions:

V. Old Business:

VI. New Business:

- a) [Request for Council Action – Approving Resolution 22 and 23 to forgive Interfund Loans](#)
- b) [Request for Council Action – Approving Resolution 24 to update salary schedules](#)
- c) [Request for Council Action – Reviewing and Approving the Contract for the Visitor's Center](#)
- d) [Request for Council Action – Approving a Personal Services Contract with the Community Services Consortium](#)

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

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.

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

Community and Economic Development Director

Public Works Director

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

Finance Director

Police Chief

City Attorney

XI. Council Business for Good of the Order

XII Adjournment



REQUEST FOR COUNCIL ACTION

Title: Amendment to Intergovernmental Agreement for Transportation System Plan Update

Preferred Agenda: 9/12/2023

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: City of Sweet Home Transportation System Plan

Towards Council Goal: Complete Transportation System Plan

Attachments: Amendment No. 1 to Intergovernmental Agreement for City of Sweet Home Transportation System Plan Update and North Sweet Home Area Refinement Plan
Original IGA

Purpose of this RCA:

The purpose of this Request for Council Action is to authorize the City Manager to sign the attached Amendment to the Intergovernmental Agreement with the Transportation and Growth Management Division of the Oregon Department of Transportation and the Department of Land Use and Conservation for an update to the City's Transportation System Plan and a North Sweet Home Area Refinement Plan.

Background/Context:

The City's Transportation System Plan (TSP) is a Council-adopted planning document that outlines the improvements and changes needed to the City's transportation system over the next 20 years in order to accommodate expected growth. The City's TSP was last updated in 2005, and changes since then necessitate an update. In addition, the transportation system is particularly weak in the northern part of Sweet Home, between the railroad and the South Santiam River—an area that includes the vast majority of the City's undeveloped land.

In 2020, the City applied for a grant with the Transportation and Growth Management (TGM) program, which is administered by the Oregon Department of Transportation (ODOT) and the Department of Land Conservation and Development (DLCD). The City was awarded the grant in late 2020, but a series of delays at the State level have prevented the project from moving on until now. TGM has supplied the original IGA for this work, which the Council approved in August, 2022.

Due to delays in procurement, this project is in danger of exceeding the original time period—the original IGA terminates on September 30, 2023. Consequently, ODOT has supplied the attached amendment, which extends the agreement to May 30, 2024.

The Challenge/Problem:

How can the City fund an update to its outdated city-wide Transportation System Plan and desperately needed land use planning of the undeveloped land in the northern part of the City?

Stakeholders:

City of Sweet Home Residents: Residents deserve a transportation system that efficiently moves people and goods, and provides access to homes, commercial areas, and places of employment.

City of Sweet Home City Council: The Council is responsible for ensuring that the City's transportation system is well planned and meets the City's needs.

City of Sweet Home Staff: City Staff benefit from a well thought out plan that meets current needs and provides clear direction for future growth.

Property Owners and Developers: Property owners and developers benefit from a Transportation System Plan that provides clear and efficient movement of people and goods and gives their property good access to transportation facilities.

Issues and Financial Impacts:

An update to the City's Transportation System Plan and a refinement of the land uses in the North Sweet Home Area is expected to cost \$289,700. This would be funded by the grant. The only match required from the City would be 12.95% of the project (\$43,100), coming in the form of wages and salaries to City Staff working on the project.

Elements of a Stable Solution:

A stable solution would include a project that meets the City's needs, funded by a State grant with an in-kind match from the City.

Options:

1. Do nothing. The City's TSP would remain in its current state, and no refinement of land uses in the north Sweet Home area would take place at this time.
2. Authorize the City Manager to sign Amendment No. 1 to the Intergovernmental Agreement for the Sweet Home Transportation System Plan Update and North Sweet Home Area Refinement Plan as Presented.
3. Direct staff to research other options.

Recommendation:

Staff recommends option 2, *motion to Authorize the City Manager to sign Amendment No. 1 to the Intergovernmental Agreement for the Sweet Home Transportation System Plan Update and North Sweet Home Area Refinement Plan as Presented.*

AMENDMENT NO. 1

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as “ODOT” or “Agency”, and City of Sweet Home, hereinafter referred to as “City”, entered into an intergovernmental agreement on August 31, 2022 (“Agreement”). Said Agreement covers a Transportation and Growth Management grant for City of Sweet Home, Transportation System Plan Update and North Sweet Home Area Refinement Plan.

It has now been determined by ODOT and City that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the agreement end date. Except as expressly amended below, all other terms and conditions of the Agreement, are still in full force and effect.

Paragraph A of Section 2 (Terms of Agreement); which currently reads:

“Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on September 30, 2023 (“Termination Date”), unless terminated earlier in accordance with Section 8 of this Agreement.”

Shall be amended to read:

“Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on May 30, 2024 (“Termination Date”), unless terminated earlier in accordance with Section 8 of this Agreement.”

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

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

City of Sweet Home

By _____
Official's Signature

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Division Administrator or designee Policy,
Data & Analysis Division

Date _____

INTERGOVERNMENTAL AGREEMENT

City of Sweet Home, Transportation System Plan Update and North Sweet Home Area Refinement Plan

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and the City of Sweet Home (“City” or “Grantee”).

BACKGROUND

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Fixing America’s Surface Transportation Act (“FAST Act”) funds. Local funds are used as match for FAST Act funds.
4. By authority granted in Oregon Revised Statutes (“ORS”) 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. ODOT has awarded City an in-kind grant under the TGM Program (the “TGM Grant”) which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

- A. “City's Amount” means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.
- B. “City's Matching Amount” means the amount of matching funds which City is required to expend to fund the Project.

C. "City's Project Manager" means the individual designated by City as its project manager for the Project.

D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs.

G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit B incurred by City and ODOT's Consultant during the term of this Agreement.

H. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed by ODOT under this Agreement, which disbursements consists of the City's Amount and the Consultant's Amount.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.1 below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on September 30, 2023 ("Termination Date"), unless terminated earlier in accordance with Section 8 of this Agreement.

- B. Grant Amount. The Grant Amount shall not exceed \$289,700.
- C. City's Amount. The City's Amount shall not exceed \$0.
- D. Consultant's Amount. The Consultant's Amount shall not exceed \$289,700.
- E. City's Matching Amount. The City's Matching Amount is \$43,100 or 12.95% of the Total Project Costs.
- F. Grant Funding Sources. The following table summarizes the sources of the Grant Amount.

Funding type	Amount
TGM	\$289,700
Other ODOT:	N/A
<u>City's Matching Amount (if cash)</u>	N/A
TOTALS	\$289,700

SECTION 3. CITY'S MATCHING AMOUNT

City shall meet the Matching Amount through documentation of Direct Project Costs that City incurs after the execution of this Agreement and monetized volunteer hours. Direct Project Costs shall not be paid for with Federal funds.

City shall document progress toward City's Matching Amount through submission of a cost report and a progress report to ODOT's Contract Administrator not less than once every other month. Cost reports shall include 100% of City's Direct Project Costs incurred after the execution of this Agreement. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

Any travel expenses that City designates as Direct Project Costs to which City's Matching Amount will be applied must comply with State of Oregon Accounting Manual, General Travel Rules, as effective on the date the expenses are incurred.

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality or intergovernmental entity duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable

for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. City understands and agrees that all employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City

acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any Work Product produced pursuant to this Agreement includes the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.

"The contents of this document do not necessarily reflect the views or policies of the State of Oregon."

J. Unless otherwise specified in Exhibit A, City shall submit all final Work Product produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, City shall (1) pay to ODOT City's Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3 to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds; and (2) provide to ODOT's Contract Administrator, in a format prescribed by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);
- (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by City as City's Matching Amount. City shall attest that generally accepted accounting principles, State of Oregon Accounting Manual, General Travel Rules and the definitions of ORS 294.311 were applied and that federal funds were not used to meet the Matching Amount;

and

- (c) A list of final deliverables.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with a Consultant to accomplish the work described in Exhibit A. In such a case, even though ODOT, rather than City, is the party to the PSK with the Consultant, ODOT and City agree that, as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City, to the extent permitted by applicable law City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;

- C. ODOT shall serve as the lead contracting agency and contract administrator for the PSK related to the work under this Agreement, including monitoring the work of its Consultant.
- D. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- E. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator on all matters dealing with the Project;
 - (2) collaborate with ODOT's Contract Administrator regarding coordination of work as described in Exhibit A and City personnel, as necessary; and
 - (3) review invoices forwarded to City from ODOT's Contract Administrator on any deliverables produced by ODOT's Consultant and communicate any concerns City may have to ODOT's Contract Administrator.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. ODOT represents that, at the time ODOT executes this Agreement, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the TGM Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties, or by ODOT effective 30 days following written notice to City. In addition, ODOT may terminate this

Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT, under any of the following conditions:

A. City fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 calendar days of receipt of written notice or by the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 calendar days of receipt of written notice or by the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the event of termination, ODOT shall have any remedy available to it under this Agreement, at law, or in equity, including but not limited to withholding of or setoff against any disbursements otherwise due under this Agreement. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth in Exhibit A to this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice delivered by email shall be deemed to be given when confirmation of the transmission is generated by the transmitting computer. To be effective against ODOT, such facsimile or email transmission must be confirmed by telephone notice to

ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), 5(K) and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("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. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by 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 contribution obligation under this Section 9(E) with respect to the Third Party Claim.

(2) With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT 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 ODOT 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. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

(3) With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (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 ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) 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.

(2) 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 (unless Oregon law requires that it be brought and conducted in another 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.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

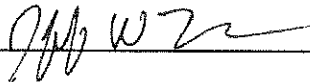
F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original. Electronic signatures and copies of signatures by facsimile, electronic scan, or other electronic means will be considered original signatures.

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

City

City of Sweet Home

By: 

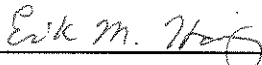
(Official's Signature)

Jeff W. Lynn City Manager Pro Tem
(Printed Name and Title of Official)

Date: 8-24-22

ODOT

STATE OF OREGON, by and through its
Department of Transportation

By: 

Amanda Pietz, Division Administrator or
designee
Policy, Data & Analysis Division

Date: 8-31-2022

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the
Attorney General's office.

By: Sam Zeigler, Sr. AAG
(Official's Signature)

Date: via email 8/16/2022

Agency has entered into the PSK with Consultant to provide services to the Project as described in this Exhibit A.

EXHIBIT A
STATEMENT of WORK and DELIVERY SCHEDULE
for

City of Sweet Home Transportation System Plan Update and
North Sweet Home Area Refinement Plan

Name: Address: Phone: Email:	Agency's Project Manager ("APM") for the WOC Michael Duncan 350 W. Marine Drive Astoria, OR 97103 503-325-7224 Michael.W.DUNCAN@odot.oregon.gov	Name: Address: Phone: Email:	Consultant's Project Manager ("PM") for the WOC Garth Appanaitis 720 SW Washington Street, Suite 500 Portland, Oregon 97205 503-972-1212 gaa@dksassociates.com
Name: Phone: Email:	Agency's Contract Administrator for the WOC Same as Above	Name: Phone: Email:	Alternate Contact for Consultant Scott Mansur, P.E. (OR, WA, ID), PTOE Principal/Office Mgr. Salem Office 503.391.8773 smm@dksassociates.com
Name: Address: Phone: Fax: Email:	Local Project Manger Blair Larsen, JD/MPA, Director Community & Economic Development Department 3225 Main Street Sweet Home, OR 97386 541-818-8036 blarsen@sweethomeor.gov		

Agency may change the APM designation, Agency's address for invoicing (section H.5), or both by promptly sending written notice (e-mail notice acceptable) to Consultant, with a copy to ODOT Procurement Office. Changes to Agency's Contract Administrator for the WOC must be done by amendment. Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by Agency. Consultant shall provide written notice (email acceptable) to Agency of any changes to Consultant's other contacts for this WOC.

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

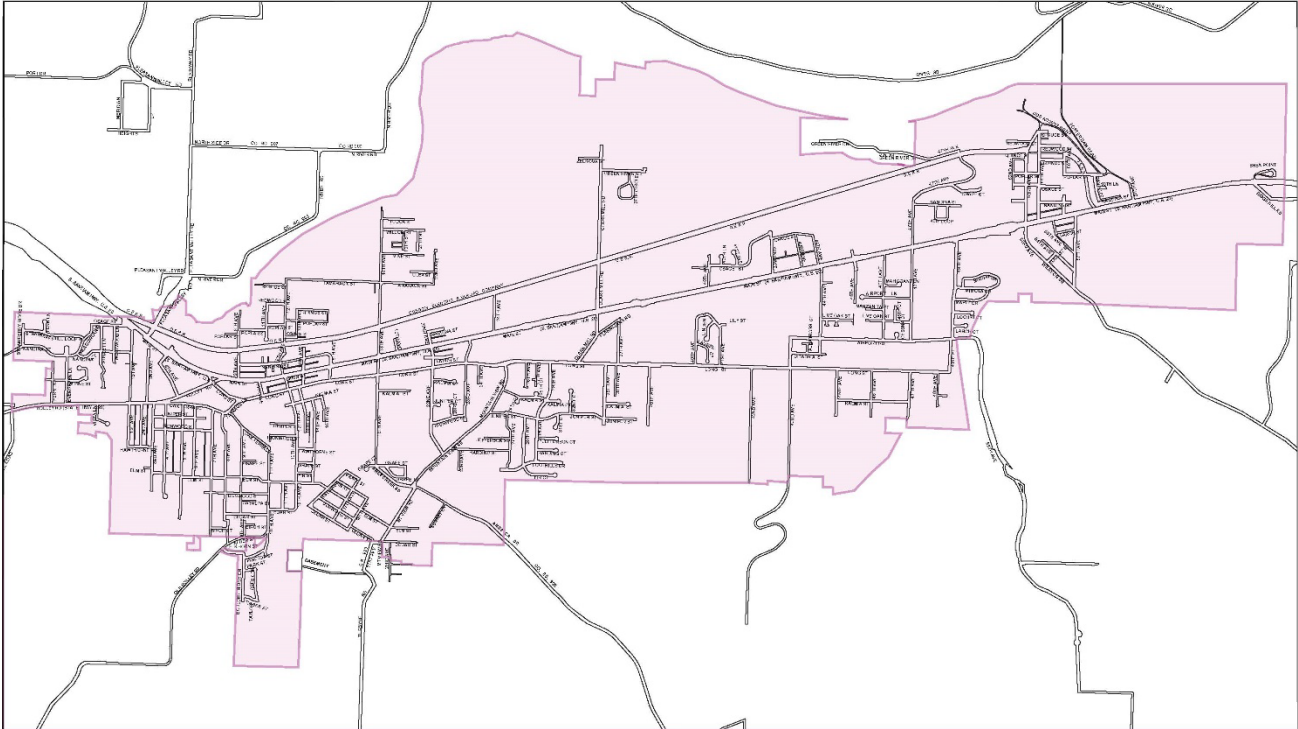
Agency is contracting with Consultant for Services in connection with the following public improvement project (the "Project"):

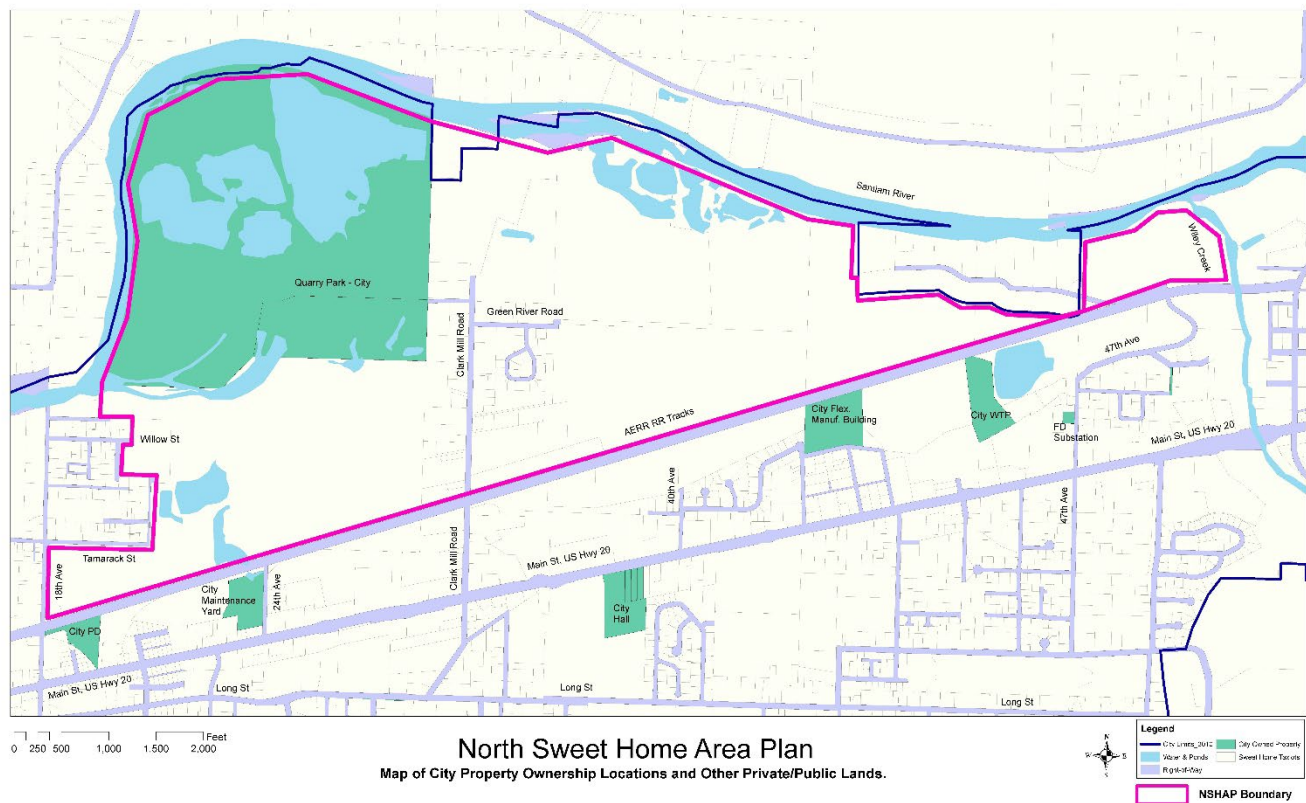
Project Purpose and Transportation Relationship and Benefit

This project is to update the City of Sweet Home's ("City") Transportation System Plan ("TSP"), adopted in 2005 (the "Project"). The updated TSP must identify an integrated network of multi-modal transportation facilities and services needed to support City's planned land uses. The Project will also produce a refinement plan for the North Sweet Home Area ("NSHA") in close coordination with the TSP update. The updated TSP will plan for the transportation network needed to accommodate residential and employment growth.

Project Area

The Project Area is the land within City’s Urban Growth Boundary, approximately shown in Figure 1. The North Sweet Home Area (“NSHA”) as referenced in this document is shown in Figure 2.





Background

The 2005 TSP was adopted over 15 years ago and since its adoption significant changes have occurred within the city. For example, development plans in the NSHA have changed in size and scope; the City's design standards are out-of-date; and many capital and planning projects in the 2005 TSP have been completed. An updated TSP is expected to include the research, analysis, and public input to help guide new investments, a multi-modal transportation system, updates to the development code, and updated zoning designations.

City has identified an outstanding need to connect neighborhoods, commercial services, employment, and recreation sites. Highway 20 runs through the city bringing significant traffic traveling between the Willamette Valley and Central Oregon. Updated TSP is expected to help create better connected and vibrant neighborhoods by identifying barriers to multi-modal travel in the community. City aims to complete a comprehensive update of its development code to better connect land use and transportation.

In addition to the Updated TSP Project will develop a refinement plan for the NSHA. The NSHA is currently disconnected from the rest of the city and access to the area is constrained by the railroad track. Existing railroad crossings do not have the capacity to support increased traffic.

The plan would help guide mixed use livable neighborhoods and employment centers that are integrated with the natural aesthetic and character of community. The refinement plan must consider the development of supportive transit connections, off-street bike and pedestrian paths, an improved bicycle network, and improved access for all modes.

Project Objectives

- Adopt an updated TSP and NSHA Refinement Plan that provide for a safe, efficient, well-connected multi-modal transportation network, based on the needs of existing and planned land uses.
- Determine needed additional rail crossings and rail crossing safety improvements.
- Determine a prioritized list of needed transportation facilities and services considering likely future revenues.
- Identify appropriate Transportation System Management and Transportation Demand Management (“TDM”) techniques and measures that support a fully multi-modal transportation system and further TGM objectives.
- Preserve the function and capacity of state transportation facilities while enhancing a fully multi-modal transportation network.
- Develop robust bicycle, pedestrian, and transit elements to provide multi-modal plans and to serve City’s diverse transportation needs.
- Support walking and cycling to and from local schools, consistent with the Safe Routes to School Program.
- Identify opportunities to improve transportation affordability measured as a percentage of household income.
- Develop a twenty-year transportation system and the funding and financing strategies for transportation facilities.
- Develop cost estimates and financing strategies to move forward important projects in the NSHA Refinement Plan.
- Develop implementation policies and code amendments, which support a safe, convenient, and economical transportation system for all modes.
- Ensure the Updated TSP is consistent with applicable laws and adopted plans, including the Transportation Planning Rules, Oregon Transportation Plan, Oregon Highway Plan, strategic visions, parks and trails plans, and concept plans.

TGM Objectives

Oregon’s Transportation and Growth Management (“TGM”) Program supports community efforts to expand transportation choices. By linking land use and transportation planning, TGM works in partnership with local governments to create vibrant, livable places in which people can walk, bike, take transit, or drive where they want to go.

- **Provide transportation choices** to support communities with the balanced and interconnected transportation networks necessary for mobility, equity, and economic growth.
- **Create communities** composed of vibrant neighborhoods and lively centers linked by accessible transportation.
- **Support economic vitality and growth** by planning for land uses and the movement of people and goods.
- **Save public and private costs** with compact land uses and well-connected transportation patterns.
- **Promote environmental stewardship** through sustainable land use and transportation planning.

Acronyms and Definitions

Agency or ODOT - Oregon Department of Transportation

APM – Agency Project Manager

City – City of Sweet Home

GIS – Geographic Information Systems

NSHA- North Sweet Home Area

OAR – Oregon Administrative Rules

PAC – Public Advisory Committee

PICP – Public Involvement and Communication Plan

PMT – Project Management Team

SOW – Statement of Work

TAC- Technical Advisory Committee

TDM – Transportation Demand Management

TGM – Transportation and Growth Management

TPAU – Transportation Planning Analysis Unit

TSP – Transportation System Plan

WOC – Work Order Contract

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

The standards, manuals, directives and other guidance applicable to Professional Services and Related Services are referenced below or available on Agency's webpages linked below and are incorporated by this reference with the same force and effect as though fully set forth herein.

The standards, manuals, directives and other guidance listed below or available on Agency's webpages are not exhaustive and may not include all applicable standards for a given Project. **Consultant shall be responsible for determining all applicable practices and standards to be used in performing Professional Services and Related Services. Consultant shall inform and**

demonstrate to Agency if standards, directives or practices required by Agency in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for the design. Should the requirements of any reference, standard, manual or policy referenced in the PA or WOC conflict with another, Consultant shall, in writing, request Agency to resolve the conflict.

Unless otherwise specified in a given task, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables must be English.

a. Planning, Survey, Preliminary Engineering and Design Manuals, Standards and Guidance:

- **Technical Manuals - alphabetical list**
(<https://www.oregon.gov/ODOT/Engineering/Pages/Manuals.aspx>)
- **Planning Guidance and Resources**
(<https://www.oregon.gov/ODOT/Planning/Pages/Guidance.aspx>)
- **Planning Analysis** (<https://www.oregon.gov/ODOT/Planning/Pages/Technical-Tools.aspx>)
- **Geo-Environmental Guidance**
(<https://www.oregon.gov/ODOT/GeoEnvironmental/Pages/Guidance.aspx>)
- **Geometronics Resources & Guidance**
(<https://www.oregon.gov/ODOT/ETA/Pages/OCRS.aspx>)
- **Surveying Manuals & Resources**
(<https://www.oregon.gov/ODOT/ETA/Pages/Surveying.aspx>)
- **Bridge Standards & Manuals** (<https://www.oregon.gov/odot/bridge/pages/index.aspx>)
- **Engineering Guidance** (<https://www.oregon.gov/ODOT/Engineering/Pages/Eng-Guidance.aspx>)
- **Standard Drawings and Details**
(<https://www.oregon.gov/ODOT/Engineering/Pages/Standards.aspx>)
- **Technical Guidance** (<https://www.oregon.gov/ODOT/Engineering/Pages/Technical-Guidance.aspx>)
- **Access Management Manual & Guidance**
(<https://www.oregon.gov/odot/engineering/pages/access-management.aspx>)
- **Project Delivery Guide & Forms**
(<https://www.oregon.gov/ODOT/ProjectDel/Pages/Project-Delivery-Guide.aspx>)

- **Oregon Standard Specifications for Construction**
(https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx)
- **ODOT Forms Library** (<https://www.oregon.gov/ODOT/Forms/Pages/default.aspx>)
- **ADA Compliance – Assessment, Design, Inspection.** When the Services under this WOC include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:
 - a. Use ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (“ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and
 - b. Follow ODOT’s processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

When the Services under this WOC include inspection of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. Inspections must be performed by ODOT certified inspectors (which must include certified environmental inspectors when appropriate). In addition, at Project completion, Consultant shall complete the applicable ramp-specific ODOT Curb Ramp Inspection Form 734-5020(A-G) for each curb ramp constructed, modified, upgraded, or improved as part of the Project. Each completed form must be submitted electronically by clicking the “Submit by E-mail” button on the form (and cc APM). The forms are documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Forms and instructions are available at the following address: <https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

b. Website or Web Content Development and Maintenance Standards

Consultant shall perform all required web-related Services in conformance with the **ODOT Web Standards** (available at: <https://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx>), which is incorporated into this WOC with the same force and effect as though fully set forth herein. ODOT shall have ownership and control of Work Products developed by Consultant as set forth in the terms and conditions of the PA, Part II, Section 7 - Ownership of Work Product.

c. ODOT Communications Standards

For any Consultant tasks that require communications functions on behalf of Agency, Consultant shall comply with the ODOT Communications Standards (available at: <https://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx>) which is incorporated into this WOC with the same force and effect as though fully set forth herein.

2. Software Requirements - RESERVED

3. Professional Licenses, Registrations and Qualifications

- Registered Professional Engineer

4. General Requirements

- **Quality Plan for Professional Services and Related Services-** A Quality Plan (“QP”) must be approved and on file with Agency before design and related Services may be provided under the WOC. The QP must be consistent with requirements of Agency’s “Guidance/Template for Consultants” available online at: https://www.oregon.gov/ODOT/Business/Documents/Consultant_Quality_Plan_Model.doc.
Consultant shall ensure quality assurance and quality control is performed in conformance with the approved QP on all Services and deliverables provided under the WOC.
- **Endorsement of Data.** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to ODOT, as well as any other materials specified in ORS 671.025, 671.379, 672.020(2), 672.025(2), 672.028(2) and 672.605, as applicable, that require such seal and signature.
- **Electronic Documents, Digital Seal and Signature.** If required under the WOC, Consultant shall use ODOT’s ProjectWise Network (see Exhibit L) for electronic submittal and receipt of files as necessary for the Project. All final documents identified in ORS 671.025, 671.379, 672.020(2), 672.025(2), 672.028(2) and 672.605, as applicable, must bear the digital seal and signature of the Oregon registered professional under whose supervision and control they were prepared. Documents must be submitted in the format specified in the WOC for each deliverable and must comply with OAR 804-030, OAR 806-010, OAR 809-050 and OAR 820-025_ requirements, as applicable, for digital seal and signature capable of independent verification, final and draft documents, modifications to designs, and dual stamping of documents.

- **General Requirements for Project Management**

Project management tasks are integrated into each of the tasks in this SOW, and are described in this section to establish a framework for managing the Project. A Project Management Team (“PMT”), composed of a City Project Manager, Oregon Department of Transportation’s (“ODOT”) Agency’s Project Manager (“APM”), and Consultant will provide overall guidance for the Project. The PMT shall meet during performance of individual tasks to coordinate logistics of the Project and to give feedback to Consultant.

City shall maintain coordination for the overall Project. City is expected to provide complete information to the PMT in a timely manner.

- **General Requirements for Written and Graphic Deliverables**

Project deliverables, including the Updated TSP and NSHA Refinement Plan, must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make the document understandable to as large an audience as is reasonable. Where possible, information must be presented in tabular or graphic format, with a simple and concise accompanying narrative (for example, system inventories and traffic conditions).

Consultant shall write materials intended for the public, such as meeting presentations, at no higher than a high school grade level, using the Flesch–Kincaid Grade Level Formula.

Memoranda and reports must be formatted for 8½-inch by 11-inch or 11-inch by 17-inch paper.

Consultant shall provide digital copies of written deliverables in Word, Excel, and PDF formats. Consultant shall provide final versions of deliverables in an open and universally readable format. At the conclusion of Project, Consultant shall provide electronic versions of Final Updated TSP, NSHA Refinement Plan, and Final Implementing Ordinances in format(s) that allow future manipulation of the text and maps. Consultant shall create all final materials with the intent to display them on City’s website.

Consultant shall provide any Geographic Information Systems (“GIS”) layers used for inventory and graphic deliverables to both ODOT’s Transportation Planning Analysis Unit (“TPAU”) and the Geographic Information Services Unit.

Consultant shall prepare all deliverables consistent with the following requirements, unless otherwise specified in individual tasks for specific deliverables:

1. Draft Deliverables

Draft deliverables must be substantially complete, and any changes or revisions needed to address comments must be minor. Technical memoranda must typically be 10-30 pages in

length with a one-page summary of the key elements of the memoranda and delivered in electronic PDF and Word formats.

The Draft deliverable is inclusive of an “initial draft” and a “revised Draft.” City shall and ODOT will submit one set of consolidated, coordinated comments on the initial draft in the comment log to Consultant within seven business days after receipt of Consultant’s Draft deliverables, unless otherwise directed by APM. Consultant shall provide revised Draft deliverables.

Unless stated otherwise within the SOW, Consultant shall submit initial Draft deliverables to City and APM 14 days in advance of combined Public Advisory Committee (“PAC”) and Technical Advisory Committee (“TAC”) meetings, and public meetings at which the deliverables are expected to be needed.

2. Maps and graphic deliverables

Consultant shall provide maps and site plans as electronic deliverables that can be read and used directly with ArcGIS 10.3.1, geo-referenced to the appropriate GIS base data, or in a format as agreed by the PMT.

Maps and graphics must include, but are not limited to, details necessary to ensure usability. Maps must include, at a minimum: a title; a scale; a direction indicator indicating north; a color scheme that ensures readability in black and white; a legend; source; and date for the underlying information.

Consultant shall deliver all graphics, including but not limited to vector-based graphics, perspectives, axonometric drawings and elevations created digitally, to the PMT digitally in both the native format in which they are created (such as Adobe InDesign, Photoshop, SketchUp, and AutoCAD) and in an open and universally readable format (such as PDFs or JPGs), as agreed between as agreed to by APM in Kick-Off meeting.

3. Final deliverables

Adoption Ready: Final plans and amendments to plans must be prepared as final policy statements of the local government and must not include language such as “it is recommended...” or “City should....” New and amended land development code language must be prepared as final regulatory statements of the local government. Final plan, plan amendments, land development code, and land development code amendments must include all necessary amendments or deletions to existing local government plans or land development code to avoid conflicts and to enable full integration of proposed plan with existing local government documents.

The following text must appear in final Consultant deliverables:

“This Project is partially funded by a grant from the Transportation and Growth Management (“TGM”) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America’s Surface Transportation Act (“FAST Act”), local government, and State of Oregon funds.

“The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”

In the Final Updated TSP and NSHA Refinement Plan, headers, footers, and graphics must not include Consultant names and logos, Transportation and Growth Management Program or ODOT logos or project codes. These items must only be on the acknowledgement page.

- **General Requirements for Web Access to Project Materials**

Consultant shall provide the PMT with continued web access to all completed Project files throughout the duration of the Project and for six months after Project completion. Consultant shall satisfy this requirement for an online repository of electronic Project files by providing a dedicated web page for PMT use that includes links to each file, providing access to a File Transfer Protocol site enabling direct downloading of Project files, or an alternative distribution method as agreed by the PMT.

- **General Requirements for Public Involvement**

Public Involvement must comply with Statewide Planning Goal 1 (Citizen Involvement), which calls for “the opportunity for citizens to be involved in all phases of the planning process.” The Public Involvement and Communications Program (“PICP”) must detail how, during Project:

City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

“Fair treatment” means that no group of people, including a racial, ethnic, or socioeconomic group, including those with limited English proficiency, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies.

“Meaningful involvement” means that:

- (1) Potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and health;

- (2) The public's contribution can influence the regulatory agency's decision;
- (3) The concerns of all participants involved will be considered in the decision-making process; and
- (4) The decision makers seek out and facilitate the involvement of those potentially affected.

City shall consider Title VI of the Civil Rights Act of 1964 regarding outreach to minorities, women, and low-income populations.

Special efforts must be directed to ensuring outreach to and representation of minorities, women, and low-income populations.

Consultant shall provide Spanish translation services at public open houses, public hearings, and for individual project communications. This includes translation of select meeting content, outreach materials, and the presence of an interpreter at public meetings.

The primary aspect of public involvement must be through the Project Webpage(s), PAC meetings, public presentations, and Planning Commission and City Council hearings. City shall transmit any comments received outside of the processes in this statement of work to Consultant for consideration in the development of the Project.

- **General Requirements for Meetings**

Meeting arrangements include, but are not limited to: scheduling meeting dates and times with meeting participants, distributing agendas and meeting materials in advance of the meeting, reserving a suitable meeting location, placing legal and courtesy advertisements in local media, and posting notices in public locations (such as City buildings and libraries).

Facilitating meetings includes, but is not limited to: preparing agendas and meeting materials, meeting minutes, making presentations, and facilitating discussion of relevant issues.

- **General Requirements and Expectations for Traffic Analysis**

- Consultant shall be aware of and comply with ODOT design standards, both geometrical and operational, for work involving state highways.
- Consultant, by and through an Oregon-registered professional engineer, shall perform or oversee all traffic analysis Services. Final technical memoranda containing traffic analyses must be stamped by an Oregon-registered professional engineer, with license being current and in good standing, with expertise in civil or traffic engineering.
- Traffic analysis must comply with ODOT Analysis Procedures Manual available at <http://www.oregon.gov/ODOT/TD/TP/Pages/APM.aspx> and Highway Capacity Manual 6th Edition methodologies.

- Traffic analysis software must follow Highway Capacity Manual 6th Edition procedures. If “Synchro plus SimTraffic 10” software is utilized, Critical intersection volume/capacity for signalized intersections must be hand-calculated based on generated HCM 6th Edition reports.
- Consultant shall provide all traffic analysis work in electronic format (such as Synchro, HCS+, or MicroStation files) to TPAU. Consultant shall furnish written and electronic documentation for all assumptions, data, calculations, and results. This includes paper and computer files (i.e. spreadsheets and analysis software files).
- The planning horizon year for future scenarios is 2045. The base year for the traffic analysis is 2022.

C. REVIEW, COMMENT and SCHEDULE OVERVIEW

- Consultant shall coordinate with Agency staff as necessary and shall prepare and submit deliverables in accordance with Section B.4 (General Requirements for Written and Graphic Deliverables).
- Consultant shall return the revised deliverables to Agency staff, with Agency comments incorporated, within 10 business days of Consultant’s receipt of Agency’s comments, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

D. FORMAT REQUIREMENTS

- Consultant shall prepare deliverables in accordance with Section B.4 (General Requirements for Written and Graphic Deliverables).
- Unless specified otherwise, Consultant shall submit draft deliverables in electronic format via email (and hard copy if requested).
- Unless specified otherwise, Consultant shall also submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.
- Unless specified otherwise, each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Additional format requirements may be listed with specific tasks/deliverables in the SOW or in the PA.

E. TASKS, DELIVERABLES and SCHEDULE

Unless the WOC is terminated or suspended, Consultant shall complete all tasks and provide all deliverables (collectively, the “Services”) included in this WOC and in accordance with the performance requirements and delivery schedules included in this WOC. For purposes of standardization, the task numbering in this SOW may be non-sequential.

Consultant understands that the City has significant tasks related to, and involvement with, the Project. As such Agency has entered into a separate Intergovernmental Agreement with the City to provide services to the Project as described in this SOW that are not the responsibility of the Consultant. The information regarding the City deliverables and responsibilities is for informational purposes only.

The delivery schedule is consolidated in a table at the end of Section E (Deliverable Table).

Task 1: Project Management

1.1 Committee Rosters

City shall establish and prepare Committee Rosters for the following:

- i. TAC, which will provide the primary technical review and guidance for the Project and is expected to include representatives from the following:
 - a) City's community & economic development, public works, and police departments;
 - b) Sweet Home Fire District;
 - c) Linn County;
 - d) ODOT (Region 2 Traffic, TPAU, ODOT Rail, ODOT Transit, Region 2 Planning, and Region 2 Environmental);
 - e) Oregon Department of Land Conservation and Development;
 - f) Linn Shuttle; and
 - g) Others as deemed appropriate or invited to participate in individual meetings when certain expertise is required or throughout the Project.
- ii. PAC, which will consist of community members that will inform the Project from their respective community perspectives. PAC may include representation from the following:
 - a) local business community;
 - b) City Council;
 - c) City Planning Commission;
 - d) Sweet Home School District;
 - e) Linn-Benton Community College;
 - f) Chamber of Commerce;
 - g) School District's bus provider;
 - h) Local and statewide freight;
 - i) Albany & Eastern Railroad;
 - j) Active transportation advocates;
 - k) Youth Representative;
 - l) Representative of the transportation disadvantaged;
 - m) Representative from the South Valley-Mid Coast Regional Solutions Team
 - n) Representatives from Title VI communities; and

- o) Consistent with the PICP, others invited to participate in individual meetings when certain expertise or perspective is required or throughout the Project.
- p) Jamboree representative

1.2 Kick-Off Meeting

Consultant shall arrange and conduct a kick-off meeting with PMT to review Project objectives and processes. The kick-off meeting must occur virtually with a 1-hour duration.

Consultant shall facilitate a discussion of upcoming deliverables including dates for the refined Project schedule, elements of PICP, Project webpage(s), Project fact sheet, and Project overview video.

Consultant shall provide a written agenda and meeting summary to PMT in accordance with the Deliverable Table.

1.3 Public Involvement Kick-off meeting

Consultant shall prepare for and attend 1 public involvement kick off/strategy meeting with City staff within 30 days of NTP. The meeting must occur virtually and be 1 hour in duration following the project kick-off meeting. The purpose for the meeting will be to discuss upcoming deliverables, project goals, and desired communication objectives and outcomes. The meeting must directly inform the development and content of the PICP.

1.4 PMT Teleconferences

Consultant shall arrange and conduct up to 30 (generally twice per month) teleconferences with the PMT, both as scheduled in the refined Project schedule and as required to address specific Project issues. The duration of each teleconference must not exceed 30 minutes. Dates and times of scheduled teleconferences will be determined at the kick-off meeting, and included in the refined Project schedule. Consultant shall arrange a standard call-in number and provide teleconference dates, times, and access information to the PMT members as needed. Consultant shall develop a written agenda for each teleconference and shall disseminate the agenda to the PMT in accordance with the Deliverable Table.

1.5 PICP

City shall prepare Draft and Revised PICP with review from the Consultant and ODOT to gain input throughout the duration of Project and at key milestones. Elements of the PICP must include, but are not limited to, the following:

- public involvement goals
- internal (City and Consultant) roles and responsibilities for public involvement
- Project identity, including project graphics and templates
- key messages

- potentially affected and interested stakeholders and other target audiences for outreach such as the small group briefings in Tasks 3, 4, and 5
- decision-making framework, including roles of groups and committees
- critical success factors
- demographic analysis using U.S. Census data and input from City to identify Title VI and Environmental Justice populations, and outreach and reporting protocols to meet Title VI Program (Environmental Justice) requirements to ensure full and fair participation by all potentially affected community members in the decision-making process. Title VI and Environmental Justice analysis and documentation must be consistent with the Region 2 Guidelines for Addressing Title VI and Environmental Justice in Transportation Planning.
- maps and text showing the socio-economically sensitive populations within and adjacent to the Project Area and transportation facilities used by identified populations
- other items as agreed to at the kick-off meeting

City shall submit draft PICP to APM and Consultant for review and make revisions to address comments. Consultant shall review and comment in accordance with the Deliverable Table.

1.6 Stakeholder Database and Comment Log

City shall develop and maintain a stakeholder database that will be used to inform interested parties including, but not limited to, federal, regional, state and local authorities, environmental groups, active transportation advocates, individuals, key businesses, public services, education, and community organizations. Information must include, where available, name, affiliation, address, and email address. City shall expand and update this database throughout Project to document new stakeholders and parties as they express interest. City shall forward contact information that it receives.

City shall log public comments, questions, and concerns received throughout the Project in the comment log. Any comments received directly by City must be entered in the comment log and forwarded to Consultant for information sharing purposes. Consultant shall provide any comments received by Consultant to City for entry in the comment log. Consultant shall provide review and coordination resources for the information sharing purposes noted above.

1.7 Project Webpage

Consultant shall coordinate with the PMT to create and maintain the Project webpage. To the extent possible, the Project webpage must be integrated with the City website according to City requirements. Consultant shall be responsible for all aspects of the Project webpage, including but not limited to: development, gathering and monitoring of content, and controls, as required by, and subject to approval by PMT. The Project webpage must be fully functioning and accessible within 4 weeks after the kick-off meeting and remain fully functioning and accessible for a minimum of 6 months following Project completion.

Project Webpage must include, at a minimum:

- Project deliverables: tech memos and all maps and graphics in PDF or JPG format;
- an embedded translate tool,
- method to sign up for a project notification list, and
- meeting information (times, locations, agendas, summaries, and materials).

Consultant shall update the Project webpage before and after meetings and at the end of Tasks.

Consultant shall include a Spanish-language landing page in the Project webpage that provides an overview of the Project in Spanish and include a link to all Spanish-language translated documents (i.e. project fact sheet, posters, flyers). Consultant shall provide translation services for content used on Spanish-language landing page.

The Project webpage must also include an interactive on-line mapping tool element that allows the public to provide input and to pinpoint issues, ideas, and comments directly on a map of the Project area. Any interactive features for public involvement must not require user registration.

1.8 Project Overview Video

Consultant shall produce a simplified draft and final Project overview video, in English and Spanish, to raise awareness of the Project and engage diverse stakeholders. The video must include an overview of the Project timeline and identify opportunities for the public to engage in the process. The video may include a speaking role with up to one City representative. Project overview video must be between 3 and 5 minutes. The Project overview video must be embedded in the Project webpage(s). City shall post the video to its social media accounts.

Consultant shall submit draft Project overview video to City and APM for review in accordance with the Deliverable Table.

1.9 Project Fact Sheet

Consultant shall prepare Draft and Revised Project Fact Sheet in Spanish and English for posting on the Project Webpage(s) and use it for briefings, media, or events. Project fact sheet must introduce Project to community; PMT shall agree on specific topics at the public involvement kick-off meeting. Consultant shall provide one electronic (PDF) copy of the Project fact sheet to City to distribute to company that mails the utility bills. City shall post the Project fact sheet on their social media accounts.

1.10 Refined Project Schedule

Consultant shall prepare a draft and revised refined Project schedule with the due dates for required services and deliverables. Consultant shall deliver the draft and revised refined Project schedule to the City and APM in accordance with the Deliverable Table.

Based on input at the Project kick-off meeting, the Consultant shall prepare a revised refined Project schedule within 14 business days of Project kick-off meeting for Agency's review and approval. The Revised Project schedule must conform to the Project schedule and the milestone dates provided in this WOC.

City Deliverables

- 1a Committee Rosters (Subtask 1.1)
- 1b Kick-Off Meeting (Subtask 1.2)
- 1c Public Involvement Kick-off Meeting (Subtask 1.3)
- 1d PMT Teleconferences, up to 30 (Subtask 1.4)
- 1e PICP (Subtask 1.5)
- 1f Stakeholder Database and Comment Log (Subtask 1.6)
- 1g Project Video, review and comment (Subtask 1.8)
- 1h Project Fact Sheet, review and comment (Subtask 1.9)

Consultant Deliverables

- 1A Kick-Off meeting (Subtask 1.2)
- 1B Public Involvement Kick-off Meeting (Subtask 1.3)
- 1C PMT Teleconferences, up to 30 (Subtask 1.4)
- 1D PICP, review and comment (Subtask 1.5)
- 1E Stakeholder Database and Comment Log, review and coordination (Subtask 1.6)
- 1F Project Webpage (Subtask 1.7)
- 1G Project Overview Video (Subtask 1.8)
- 1H Project Fact Sheet (Subtask 1.9)
- 1I Refined Project schedule (Subtask 1.10)

Task 2: Plans and Policy Review

2.1 Background Documents

City shall and ODOT will provide to Consultant the most current version of the existing plans, policies, standards, rules, regulations, and other documents pertinent to the updated TSP in electronic format, as available. Consultant shall provide guidance, coordination, and review of Background Documents. Background Documents must include:

City

- comprehensive plan
- 2005 TSP
- 2021 Streetscape Plan
- 24th Ave Rail Crossing Order
- Santiam River Club (SRC) / Salmon Run master plan
- capital improvement program
- municipal code
- Oregon Downtown Development Association report (2003)
- Buildable Lands Inventory (2007)
- Economic Opportunities Analysis (2017)
- population and employment projections
- City Council vision and goals
- City strategic plan
- current and past budgets for transportation
- current and historic funding and sources
- Park System Master Plan (2014)
- Transit and/or Linn Shuttle Plan (as available)

Linn County

- comprehensive land use plan
- Linn County TSP

Statewide

- Oregon Highway Plan (1999, last amended in December 2019)
- Oregon Transportation Plan (2006)
- Oregon Freight Plan (2017)
- Oregon Public Transportation Plan (2019)
- Oregon Rail Plan (2014)
- Oregon Bicycle and Pedestrian Plan (2016)
- Blueprint for Urban Design (2019)
- Oregon Transportation Safety Action Plan (2021)
- Transportation Options Plan (2015)
- statewide planning goals
- State Law on Reduction in Vehicle-Carrying Capacity (Oregon Revised Statutes 366.215)
- Oregon Administrative Rules (“OAR”) chapter 734, division 051
- OAR chapter 660, division 012, known as the Transportation Planning Rules
- ODOT funding projections
- Statewide Transportation Improvement Program (“STIP”)
- ODOT Highway Design Manual (2012)
- Oregon Roadway Departure Safety Implementation Plan (2010)

- Oregon Intersection Safety Implementation Plan (2012)
- Oregon Bicycle and Pedestrian Safety Implementation Plan
- Oregon Standard Specifications for Construction, Oregon Standard Drawing and Oregon Standard Details (2015)
- TSP Guidelines (2018 and as amended)
- Executive Order 20-04: Directing State Agencies to Take Actions to Reduce and Regulate Greenhouse Gas Emissions

2.2 Draft Tech Memo #1: Plans and Policy Framework

Consultant shall prepare draft Tech Memo #1, a summary and review of background documents to provide the baseline of existing plans, policies, standards, rules, regulations, and other applicable documents as they pertain to development of the updated TSP. Draft Tech Memo #1 must include, but is not limited to, an audit of City's zoning ordinance for compliance with the Transportation Planning Rules (OAR 660-12-0045) and recommendations to inform work in Task 4 and Task 6. Draft Tech Memo must also include an identification of policy, code, and ordinance gaps and needs as they relate to the development of the updated TSP and NSHA refinement plan.

2.3 Analysis Methodology and Assumptions Memorandum

Consultant shall prepare initial and revised Analysis Methodology and Assumptions Memorandum documenting methodology and assumptions for existing conditions, future conditions, and alternatives traffic analysis. Memorandum must be consistent with the [sample methodology memorandum](#) in ODOT's Analysis Procedures Manual.

Memorandum must address existing conditions (i.e. seasonal factors used), future conditions (i.e. volume development and post-processing methodology, transit demand), and alternative analysis (i.e. peak hour factors, analysis parameters, calibration, etc.).

Memorandum must include, but is not limited to, existing and future analysis methodologies to examine transportation network in terms of access to bicycle, pedestrian, and transit networks, mobility potential of those networks, and assumptions for level of traffic stress, qualitative multimodal assessment, and multimodal level of service.

The analysis methodology and assumptions memorandum must include the following statement:

“ODOT will provide processed traffic count data and raw data provided in existing planning documents and studies to a common base year, following procedures and methods outlined in agency's Analysis Procedure Manual. Consultant shall analyze traffic count information for the peak period, apply seasonal, annual, and COVID

adjustment factors, as appropriate, to develop volumes for the 30th highest hour and the average daily traffic volumes.

Operational analysis for study intersections, regardless of jurisdiction, must include:

- a) volume-to-capacity ratio
- b) level-of-service
- c) peak hour vehicles
- d) average daily trips
- e) delay
- f) turning movements

All of Consultant's analyses must focus on design hour volume unless otherwise discussed and agreed to by City and ODOT.

Consultant shall use ODOT operational mobility targets for State facilities and City design standards for City facilities, clarifying required standards and targets when there is different jurisdiction on multiple legs of a single intersection.

Consultant's transportation analysis must also include the following:

- a) availability of sidewalks and bicycle lanes
- b) general condition of existing American with Disabilities Act ("ADA") compliant ramps (as data is available), sidewalks and bicycle facilities
- c) pedestrian and bicycle level of traffic stress as per Agency's Analysis Procedure Manual v2
- d) qualitative (multimodal) assessment for transit modes (guidance is available in Agency's Analysis Procedure Manual v2)
- e) a qualitative assessment of transit service and identification of underserved areas
- f) gaps in intermodal connectivity

Consultant's crash inventory (most recent 5 years of complete crash data) must include, but is not limited to the following:

- a) location;
- b) crash type and characteristics;
- c) severity (property damage, injury and level of injury, or fatality);
- d) summary review of pedestrian and bicycle crashes; including bicycle or pedestrian present; and
- e) summary review of fatal and serious injury crashes.

Consultant's data for State highways must include but is not limited to locations of Top 5% or 10% Safety Priority Index System sites.

Consultant shall calculate study intersection crash rates. Consultant shall compare intersection crash rates to critical crash rates and the excess proportion of specific crash types based on the methods outlined in Part B of the Highway Safety Manual. If a critical crash rate or excess proportions cannot be calculated due to limited data or inadequate reference populations, crash rates must be compared to the published 90th percentile rates in Table 4-1 of the Agency's Analysis Procedure Manual. Consultant shall use Project-area K-factors from 12+ hour counts to convert short duration counts to daily traffic approach volumes. Consultant shall calculate the crash rates and compare them to Table II in the statewide Crash Rate Book to identify locations and intersections with more crashes than other similar facilities in Oregon.

Consultant shall identify and present crash patterns and potential projects, policies, or studies at intersections that exceed the statewide crash rate performance threshold, for all areas that exceed the critical crash rate, have an identified excess proportion, 90th percentile rate, the Table II rate, or are a top 5% or 10% Safety Priority Index System site. Consultant shall identify crash modification factors associated with each countermeasure to provide an estimate of the potential change in crash frequency, based on crash modification factors from the Highway Safety Manual or Federal Highway Administration's online Crash Modification Factor Clearinghouse with a star rating of three or better.

All crash modification factors must have consistent volumes and parameters with the updated TSP analysis.

Consultant shall document summary crash data, including but not limited to crash rates. Documentation must consider intersections in the study area vicinity, if any, that were under construction at the time counts were conducted.

The traffic forecasts are assumed to be developed using the enhanced zonal cumulative analysis ("EZCA") process to develop a travel forecast tool that covers the street system within the Sweet Home Urban Growth Boundary ("UGB"). The EZCA process will provide the ability to assess the benefits of transportation system management and operations ("TSMO") projects including intersection traffic control and lane geometry. The forecast tool will also provide a basis for analyzing street connectivity and other potential alternatives.

The no-build scenarios must contain volume-to-capacity ratio, level of service, and turning volumes."

Consultant shall submit the initial and revised drafts to City and APM in accordance with the Deliverable Table. . Consultant shall submit to and obtain approval of the Revised Analysis

Methodology and Assumptions Memorandum from TPAU, Region 2 Traffic, and PMT prior to beginning of traffic analysis in Task 3 and 4, and after the development of goals, objectives, and evaluation criteria in draft Tech Memo #2.

2.4 Draft Tech Memo #2: Goals, Objectives, and Evaluation Criteria

Consultant shall prepare draft Tech Memo #2 to establish the goals, objectives, and evaluation criteria for later use in setting policy and selecting preferred alternatives for both the TSP update and refinement plan process. A separate set of goals, objectives, and evaluation criteria will be developed for the TSP update and refinement plan process, but shall be based on similar goals and may include significant overlap. Consultant shall review existing transportation policies from the City's Comprehensive Plan and compare with Project objectives to produce a set of Project goals. Consultant shall draft any policy revisions (TSP, Comprehensive Plan, or code related) for consideration by City, Agency, TAC, and PAC consistent with the TGM Project objectives, and community's goals as expressed in the comprehensive plan and other relevant adopted plans.

Consultant shall also develop a framework for evaluating the performance of programs and projects identified in the planned modal systems in Tasks 5 and 6. This performance evaluation tool will be critical in helping City understand how to prioritize transportation investments in the years following the adoption of Updated TSP and in identifying transportation solutions for subsequent TSP updates.

Consultant shall establish evaluation criteria based on the selected goals and may include but are not limited to:

- qualitative assessment levels and level of traffic stress for multimodal improvements;
- simple factors for system and demand management techniques and measures: elasticities; comparative case study findings, and more qualitative approaches to assess the potential impacts of TDM as appropriate;
- social benefit, including impact and benefit for disadvantaged and minority groups and impact to cost of housing and transportation;
- health benefit;
- access to transit;
- access to destinations for all modes;
- cost;
- implementation of policies and projects from background documents;
- mode share; and
- relevant metrics and outputs as noted in the analysis methodology and assumptions memo, including, but not limited to: volume to capacity, level-of-service, queue length, and safety benefit (qualitative and crash reduction factor-based) for road improvements.

Consultant shall submit draft Tech Memo #2 to City and APM in accordance with the Deliverable Table.

2.5 Final Tech Memo #1

Consultant shall finalize draft Tech Memo #1, incorporating consolidated comments from PMT in accordance with Deliverable Table.

2.6 Revised Tech Memo #2

Consultant shall revise Draft Tech Memo #2, incorporating consolidated comments from PMT within 2 weeks of receiving comments.

City Deliverables

- 2a Background Documents (Subtask 2.1)
- 2b Draft Tech Memo #1, review and comment (Subtask 2.2)
- 2c Draft Tech Memo #2, review and comment (Subtask 2.4)

Consultant Deliverables

- 2A Background Documents (Subtask 2.1)
- 2B Draft Tech Memo #1: Plans and Policy Framework (Subtask 2.2)
- 2C Initial and Revised Analysis Methodology and Assumptions Memorandum (Subtask 2.3)
- 2D Draft Tech Memo #2: Goals, Objectives, and Evaluation Criteria (Subtask 2.4)
- 2E Final Tech Memo #1 (Subtask 2.5)
- 2F Revised Tech Memo #2 (Subtask 2.6)

Task 3: Transportation System Inventory and Existing Conditions

3.1 Draft Tech Memo #3: Existing Conditions Inventory and Analysis

Consultant shall prepare Draft Tech Memo #3 to inventory and assess the existing conditions in the Sweet Home UGB, including the NSHA. Consultant shall use content from Task 2, the 2005 TSP, and all available datasets, including those from City and ODOT. Draft Tech Memo #3 must include, but is not limited to, the following:

i. Inventory

Consultant shall update the 2005 TSP inventory of the existing transportation system and the land uses and population within the Project Area. Inventories must be presented in tabular (Excel) and map (GIS) format, as feasible, with a simple and concise accompanying narrative. City shall and ODOT will provide GIS data, where available; where GIS data is not available, data must be provided in an Excel database. Portland State University coordinated population estimates must be used. Inventory must include, but is not limited to, the following elements:

1. Lands and Population Inventory

Consultant shall update the inventory of available lands data to identify existing, planned, and potential land uses, and environmental constraints to development. The Lands and Population Inventory must be consistent with the acknowledged comprehensive plans and based on data assembled by City that must include the following:

- a) vacant and developable land
- b) zoning, both current and planned
- c) natural resources and environmental barriers
- d) activity centers that are likely destinations for bicyclists and pedestrians, such as schools, parks, commercial centers, employment centers, and neighborhood centers
- e) historic and projected population growth patterns
- f) locations of the following socio-economically sensitive populations:
 - o minority groups (all persons who did not self-identify as white, non-Hispanic);
 - o low-income (persons who earned between 0 and 1.99 times the federal poverty level);
 - o elderly persons (persons 65 years of age or older in 2010);
 - o youth (persons 16 years of age or younger in 2010);
 - o limited English proficiency (people who stated that they didn't speak any English at all in 2010); and
 - o all persons 5 years or older with any type of disability, as available: sensory, physical, mental, self-care, go-outside-the-home or employment.
- g) evaluation and mapping of the cost of housing and transportation as a percentage of income across City's demographic spectrum.

2. Street and Highway System Inventory

Consultant shall update the existing inventory of road system characteristics to establish a baseline for comparison with future needs. Street and highway system inventory must include, but is not limited to, the following:

- a) facility functional classifications for local streets and state highways;
- b) jurisdictional responsibility for local streets and state highways;
- c) geometry for study intersections (Consultant shall assemble);
- d) number and width of study intersection lanes (Consultant shall assemble);
- e) signal locations (Consultant shall assemble);
- f) posted speed limits;
- g) pavement types and conditions;
- h) street locations on the local system;

- i) for local streets and state highways in downtown or business areas, general description of on-street parking locations and utilization (not measured or mapped);
- j) state highway approach permits along state highways within city limits;
- k) park and ride locations;
- l) right of way widths;
- m) Intelligent Transportation System facilities;
- n) intermodal connections and facilities;
- o) national, state, regional, and local freight and motor carrier routes;
- p) national highway system facilities; and
- q) general presence of public sidewalk impediments (such as driveway aprons, ADA ramps, and public sidewalks).

3. Public Transportation Inventory

Consultant shall update the inventory of the public transportation system including but not limited to the following:

- a) existing routes, circulation, schedules, and frequency;
- b) location of bus stops;
- c) connectivity with transit facilities, including Linn Shuttle and other agencies providing service in the Project area;
- d) identify on-demand/door-to-door transit services in the region; and
- e) paratransit service, including demand and accessibility.

4. Rail Inventory

Consultant shall update the inventory of rail system characteristics based on data Consultant collects from the railroads or the ODOT Rail Division, including but not limited to the following:

- a) type of service (freight);
- b) owner and operator of rail line;
- c) location of rail lines and terminals;
- d) proximity to streets or highways;
- e) classification of the lines;
- f) number of trains and schedule;
- g) industries served and commodities handled;
- h) track conditions;
- i) train speeds; and
- j) crossing locations and known issues.

5. Bicycle and Pedestrian Inventory

Consultant shall update inventory of bicycle and pedestrian system characteristics (collector and arterial roadways) to provide a comprehensive portrait of multi-modal

infrastructure and overall connectivity and access with these modes, including but not limited to the following:

- a) bicycle facility types, locations, geometry, conditions, and use;
- b) pedestrian facility types, locations, geometry, and use;
- c) crosswalk locations, conditions, and use, and ADA ramp status;
- d) consistency of facilities with state and regional standards;
- e) use of bicycle facilities for all purposes;
- f) use of pedestrian facilities for all purposes; and
- g) location and trip characteristics of major bicycle and pedestrian generators.

Consultant shall provide a high-level general description of local streets to aid in future policy consideration. This overview will be limited to brief narrative and will not include quantities or maps.

6. Freight Generators Inventory

Consultant shall update inventory of the major freight generators in the Project area. Freight generators are the industrial areas, distribution centers, truck terminals and businesses that ship or receive a significant amount of freight. The Freight Generators Inventory must be based on Chamber of Commerce and Oregon Employment Department data assembled by City and ODOT and must include the following:

- a) location of at grade crossings with other transportation modes;
- b) location of above- or below-grade crossings with other transportation modes;
- c) general information and mapped location of major freight generators;
- d) major commodities shipped or received;
- e) intermodal facilities; and
- f) connector roads connecting to intermodal facilities or to major freight generators.

7. Funding Inventory

Consultant shall prepare a summary of current and historical transportation funding. City shall provide Consultant with currently available funding information, including the following:

- a) transportation revenues received from the State;
- b) local transportation revenues; and
- c) system development charges and other revenue from development.

City shall provide Consultant with a history in electronic format of all existing revenue streams with a 10-year history of trends.

ii. Existing System Conditions Analysis

Consultant shall analyze existing conditions and identify deficiencies of the transportation system and land use based on analysis methodology and assumptions memorandum.

Consultant's analysis must include, but is not limited to, the following:

1. Traffic Counts

ODOT will provide traffic counts with a 15 minute fully stratified vehicle classification breakdown for peak periods (6-9 am, 2-6 pm) as indicated below for the following study intersections in a standardized excel and/or csv format:

Study Intersections (16 hour Classification Counts) - 19 locations

Main Street (Hwy 20) and Pleasant Valley Road
 Main Street (Hwy 20) and Holley Road (Hwy 228)
 Main Street (Hwy 20) and 12th Avenue
 Main Street (Hwy 20) and 15th Avenue
 Main Street (Hwy 20) and 18th Avenue
 Main Street (Hwy 20) and 22nd Avenue
 Main Street (Hwy 20) and 24th Avenue
 Main Street (Hwy 20) and Clark Mill Road
 Main Street (Hwy 20) and 44th Avenue
 Main Street (Hwy 20) and 47th Avenue
 Main Street (Hwy 20) and 49th Avenue
 Main Street (Hwy 20) and 53rd Avenue
 Main Street (Hwy 20) and 54th Avenue
 Main Street (Hwy 20) and 60th Avenue (Foster Dam Road)
 Holley Road (Hwy 228) and 1st Avenue
 Holley Road (Hwy 228) and Oak Terrace
 Long Street and 18th Avenue
 Long Street and 43rd Avenue
 Elm Street and 10th Avenue

ODOT will provide additional traffic counts with 15 minute stratified breakdown for the 4-6 PM peak period for up to 20 additional locations to be confirmed with Consultant. Consultant shall provide ODOT a list of these locations to understand the local traffic circulation and support the traffic forecasting process.

ODOT shall process the ODOT provided traffic count data and raw data provided in existing planning documents and studies to a common base year, following procedures and methods outlined in Agency's Analysis Procedure Manual. Consultant shall analyze traffic count information for the peak period, apply seasonal, annual and COVID adjustment factors, as appropriate, to develop volumes for the 30th highest hour and the average daily traffic volumes.

2. Motorized Vehicle Operations Analysis

Consultant shall perform traffic analysis for study intersections using the 2022 p.m. peak hour 30 highest Hourly Volume condition and identify existing deficiencies.

3. Non-Motorized Transportation Analysis

Consultant shall perform analysis of primary non-motorized transportation on collector and arterial roadways. Consultant's analysis must include, but is not limited to, availability of sidewalks, bicycle facilities, transit routes and facilities, and gaps in primary routes and multimodal opportunities based on available GIS data and online mapping.

4. Safety Analysis

Consultant shall obtain the most recent available 5 years of complete crash data from ODOT's Crash Analysis and Reporting Unit in the Project area. Consultant shall assemble an inventory and identify crash patterns in the history of collisions on the transportation system among all users (for example, trucks, autos, pedestrians, and bicyclists). Consultant shall assess accidents that do not involve vehicles, such as a pedestrian tripping and falling on a poor condition sidewalk, as data is available.

5. Access Management Analysis

Consultant shall identify existing access management standards as defined in OAR 734-051-1010 et al. Consultant shall review City standards and review existing City arterials and collectors adjacent to study intersections identifying general corridor areas with driveways that are non-compliant.

6. Environmental Justice Analysis

Consultant shall utilize PICP maps and text, to prepare environmental justice analysis to identify needs and to avoid undue adverse impacts when examining future projects and needs.

Consultant shall submit Draft Tech Memo #3 to PMT in accordance with the Deliverable Table. Consultant shall prepare and submit Revised Draft Tech Memo #3 to City for distribution to the Combined PAC & TAC Meeting #1 week prior to Combined PAC & TAC Meeting #1 after receiving comments from the PMT.

3.2 NSHA Conditions Booklet

Consultant shall prepare a concise Draft and Revised NSHA Conditions Booklet, illustrating existing and planned land uses, environmental conditions and transportation improvements, zoning analysis and recent and proposed streetscape improvements as well as existing urban design character and urban design opportunities within the NSHA. NSHA Conditions Booklet

must document existing conditions and opportunities and describe potential approaches to land use, zoning, and transportation and streetscape conditions within the NSHA. Conditions Booklet must use maps and diagrams and simple, concise plain English text. NSHA Conditions Booklet must be built from an assembly of NSHA related information from Technical Memo #3.

NSHA Conditions Booklet must be analogous to an executive summary that highlights key issues and approaches for future zoning, land use, development and zoning in the NSHA Conditions Booklet must be used to inform the public of the existing conditions within the NSHA and seek public input.

Items described in Conditions Booklet must include the following:

a. Land use:

1. existing land uses (including vacant and underutilized properties and parking lots);
2. existing site character and mill history
3. land ownership considerations (e.g., owner type, public/private, etc.)
4. key land use issues and opportunities;
5. key urban design issues that are prevalent throughout the NSHA (such as building types, heights, setbacks, location of parking, etc. based on existing conditions and standards);
6. Santiam River related conditions and opportunities, including riparian setbacks, habitat protections, floodplain conditions;
7. Key constraints from previous mill activities, including contaminated soils, settling ponds, and mill-related structures; and
8. locations for potential redevelopment.

9. Zoning regulations:

10. Barriers to development and redevelopment in existing zoning in NSHA;
11. Parking requirements;
12. Examples of approaches to zoning, including design standards that encourage pedestrian-friendly, mixed-use development and
13. Possible locations of mixed-use zoning (entire NSHA versus specific locations).

a. Transportation and streetscape:

1. patterns of development and traffic;
2. city plans and right of way maps of area;
3. key transportation issues and opportunities, including railroad crossings;
4. existing traffic conditions, including sidewalk widths and locations, landscaping, traffic volumes, transportation network, bicycle facilities and transit service and facilities;

5. multimodal crash data;
6. comfort and desirability of the walking environment for pedestrians (including location of crosswalks and closed crosswalks, curb extensions, street trees, and pedestrian-scale lighting);
7. comfort and desirability of bike facilities; and
8. comfort and desirability of transit stop accommodations and possible improvement.

Consultant shall provide draft NSHA Conditions Booklet to City and APM for review and comment. Consultant shall provide Revised NSHA Conditions Booklet to City and APM prior to Tasks 3.4 and 3.6.

3.3 Tech Memo #4: NSHA Economic Analysis

Consultant shall prepare Draft and Revised Tech Memo #4, an identification and evaluation of land use and zoning options that reflect viable redevelopment opportunities and market-supported uses in the NSHA. The evaluation must be based upon examination of economic information provided by City (e.g., 2017 EOA); readily available sources; and discussions with property and business owners as part of the Task 2.4 focus group interviews to provide economic development and redevelopment expertise in evaluating and vetting recommendations for land use alternatives and facility improvements in the NSHA.

Consultant shall provide initial Draft Tech Memo #4 to City and APM for review and comment. Consultant shall provide Revised Tech Memo #4 to City and APM prior to Tasks 3.4 and 3.6 ~~public~~ based on review and comments from City and APM.

3.4 Combined PAC & TAC Meeting #1

City shall arrange and Consultant shall conduct combined PAC & TAC Meeting #1. Combined PAC & TAC Meeting #1 must be held virtually. The purpose of combined PAC & TAC Meeting #1 is to:

- provide an orientation to Project;
- outline the plan and policy context for the Project as summarized in Final Tech Memo #1;
- consider the draft Project goals, objectives, and evaluation criteria in Revised Tech Memo #2;
- review the existing conditions in Draft Tech Memo #3; and
- provide a timeline of combined PAC & TAC meetings and key project milestones.

Consultant shall prepare a written meeting schedule, written agenda, and other supporting materials for combined PAC & TAC meeting #1, and meeting minutes in accordance with Deliverable Table. Combined PAC & TAC Meeting #1 must not exceed 2 hours in length.

3.5 Task 3 Publicity

Consultant shall prepare Task 3 Publicity to provide information regarding the Project in a variety of methods to encourage public participation. Publicity must include:

1. Project Newsletter #1 in simple English that is understandable to a lay person. Project Newsletter #1 must include, a Project introduction and include logistical information on Open House and Workshop #1 and Online Open House #1, schedule, and other relevant Project information. Consultant shall provide electronic (PDF) copy to City and post Project Newsletter #1 to the Project web page(s), and make available and coordinate posting on other local social media. Consultant shall translate Project Newsletter #1 into Spanish. City will distribute Project Newsletter #1 with City's utility bills and post to City social media accounts.
2. Poster #1 and Flyer #1 in simple English that is understandable to a lay person. Consultant shall provide electronic copy (PDF and editable) of Poster #1 and Flyer #1 to City, City shall place Poster #1 and Flyer #1 at high-traffic areas, including in-person open houses, to promote the Project Web page(s). Consultant shall post Poster #1 and Flyer #1 to the Project Web page(s). Consultant shall provide translation of poster and flyer content into one other language as required by the City.
3. News Release in simple English that is understandable to a layperson. Consultant shall prepare and City shall procure print and audio news release (as available) to provide notice for the Open House and Workshop #1. City shall review and comment on the News Release. City shall place news release in local newspapers of record. City shall also provide news release to community papers, city newsletters, community calendars, or similar publications in the Project Area. City shall post news release on its social media accounts and provide to audio news outlets (as available). Consultant shall translate the news release into Spanish.
4. Stakeholder Emails. Consultant shall prepare and send up to three separate Stakeholder Emails to recipients in the stakeholder database to include the following subject areas:
 - PAC Meeting #1;
 - Project Newsletter #1;
 - Announce the in-person Open House and Workshop #1; and
 - Online Open House #1 as well as pertinent information regarding next steps.

Consultant shall submit draft Task 3 Publicity materials to PMT revisions in accordance with Deliverable Table.

3.6 Open House, Workshop, and Online Open House #1

City shall arrange and Consultant shall conduct Open House and Workshop #1 to offer input on the goals and policies in Revised Tech Memo #2, as well as comments on existing conditions in Draft Tech Memo #3. Consultant shall prepare an event handout, up to 5 display boards, sign in sheets, and comment forms and provide to City 2 weeks in advance of meeting for review and revision. Consultant shall prepare an open house and workshop comment summary 10

business days after the close of Online Open House #1. City shall provide location arrangements and logistics and promote the event on its social media accounts.

Concurrent with Open House #1, Consultant shall upload Open House and Workshop #1 materials to the Project Webpage(s) and encourage the use of the interactive map to provide comments. The Online Open House must consist of materials prepared for the Open House and must not include a separate facilitated event. Consultant shall prepare a summary of in-person and online comments received to be included in Final Tech Memos #2 and #3.

3.7 Final Tech Memos #2 and #3

Consultant shall review comments received from the City and APM, consolidated ODOT staff comments (including Region 2 Traffic and TPAU), TAC, PAC1, Open House, Workshop #1, and Online Open House #1 within 1 week after Open House, Workshop and Online Open House #1. Consultant shall finalize Revised Tech Memo #2 and Draft Tech Memo #3 accordingly. Consultant shall post Final Tech Memos #2 and #3 to Project webpage(s) and provide to City and APM in accordance with the Deliverable Table.

City Deliverables

- 3a Draft Tech Memo #3, review and comment (Subtask 3.1)
- 3b NSHA Conditions Booklet, review and comment (Subtask 3.2)
- 3c Tech Memo #4: NSHA Economic Analysis (Subtask 3.3)
- 3d Combined PAC & TAC Meeting #1 (Subtask 3.4)
- 3e Task 3 Publicity (Subtask 3.5)
- 3f Open House, Workshop, and Online Open House #1 (Subtask 3.6)

Consultant Deliverables

- 3A Draft and Revised Tech Memo #3: Existing Conditions Inventory and Analysis (Subtask 3.1)
- 3B Draft and Revised NSHA Conditions Booklet (Subtask 3.2)
- 3C Draft and Revised Draft Tech Memo #4: NSHA Economic Analysis (Subtask 3.3)
- 3D Combined PAC & TAC Meeting #1 (Subtask 3.4)
- 3E Task 3 Publicity (Subtask 3.5)
- 3F Open House, Workshop, and Online Open House #1 (Subtask 3.6)
- 3G Final Tech Memos #2 and #3 (Subtask 3.7)

Task 4: Future Conditions and Alternatives Development and Analysis

4.1 Draft Tech Memo #5: Future Systems Conditions

Consultant shall prepare initial and revised Draft Tech Memo #5, an assessment of land use and transportation future conditions in the Sweet Home UGB under a “no-build” scenario. Consultant shall rely only on completed transportation improvements and planned

transportation improvements that have an identified and committed funding source, in preparing the “no-build” scenario (for example, are in the STIP). Consultant shall use the most recent final population forecast prepared by Portland State University under ORS 195.033.

Draft Tech Memo #5 must include the elements listed below:

1. Population and Employment Forecasts

Consultant shall summarize the future population and employment forecasts.

2. Future No-Build Scenario

Consultant shall prepare traffic analysis, and high-level qualitative multimodal assessment of transit and multimodal conditions under a no-build scenario for motorized and non-motorized transportation. Analysis used to develop future no-build scenarios must be consistent with methodology outlined in Task 2 Analysis Methodology and Assumptions Memorandum. The traffic forecasts must be developed using the enhanced zonal cumulative analysis (“EZCA”) process to develop a travel forecast tool that covers the street system within the Sweet Home UGB. The EZCA process provides the ability to assess the benefits of transportation system management and operations (TSMO) projects including intersection traffic control and lane geometry. The forecast tool also provides a basis for analyzing street connectivity and other potential alternatives.

3. Future Deficiencies

Consultant shall identify projected future transportation system deficiencies for all transportation modes. Deficiencies must be identified as such within a TDM framework, meaning that with TDM measures in place, a potential deficiency (e.g., automobile capacity) may not materialize and others (e.g., transit capacity or bike and pedestrian facilities) may appear. Deficiencies must include both the failure to meet measurable standards identified in Task 2 Analysis Methodology and Assumptions Memorandum, and the failure to satisfy the goals, objectives, and evaluation criteria identified in Tech Memo #2.

Consultant shall clearly describe each deficiency. Consultant shall also include future needs determination based on standards and targets identified in the Oregon Transportation Plan and associated statewide modal and topic plans.

Consultant shall submit initial Draft Tech Memo #5 to City and APM. in accordance with Deliverable Table. Agency will coordinate review from Region 2 Traffic, and TPAU.

4.2 Draft Tech Memo #6: Alternatives Analysis and Funding Program

Consultant shall prepare initial and revised Draft Tech Memo #6 identifying transportation alternatives that address the identified deficiencies and needs within the Sweet Home UGB

(including NSHA). Alternatives must address the standards, goals, and objectives identified in Tech Memo #2. Consultant shall coordinate with APM to solicit comments from TPAU and ODOT's Region 2 Traffic regarding the potential of the solution packages and recommended improvements on ODOT's facilities.

Consultant shall provide an evaluation matrix for the alternative solution packages, utilizing the evaluation criteria identified in Tech Memo #2.

Consultant shall estimate conceptual construction and operational costs for alternative solution packages. Cost estimates must be planning-level cost estimates, based on year 2022 dollars, and referenced to appropriate escalation factors.

Draft Tech Memo #6 must include, but is not limited to, the elements listed below:

1. Identification of Motorized-Vehicle Related Alternatives

Consultant shall prepare proposed solutions to identified deficiencies for motorized traffic. Consultant shall make a list of recommended changes to street classifications, with supporting rationale.

2. Access Management and Spacing

Consultant shall recommend future access management strategies and identify opportunities to improve access management on City streets, as well as recommend strategies to adjust current access points based on the OAR Chapter 734 Division 051, and City access goals and ordinances. Specific driveway closures will not be recommended in the Updated TSP.

3. Bicycle and Pedestrian Network and Connectivity

Consultant shall recommend connectivity, safety, access, and comfort improvements to City's existing bicycle and pedestrian networks, particularly routes that connect to schools, parks, and commercial centers. Consultant shall recommend future bicycle and pedestrian network extensions within the Project area or connecting to existing facilities in adjacent areas.

Consultant shall incorporate the existing multi-use trails system and park trail system plans into the planned system. Consultant shall provide recommendations to improve connectivity to the existing multi-use trails system and identify potential future connectivity to multi-use trail system locations within and adjacent to the Project area.

4. Transit

Consultant shall recommend connectivity, frequency, and accessibility improvements to Linn Shuttle existing transit routes and facilities and recommend future transit routing extensions into and beyond the Project area.

5. Multimodal Connectivity

Consultant shall recommend multimodal connectivity improvements between City's existing or planned bicycle and pedestrian networks, as well as any existing or planned transit facilities. Consultant shall recommend future bicycle, pedestrian, and transit network improvements into and beyond the Project area in a way that supports multimodal connectivity.

6. Freight

Consultant shall identify the major freight issues in the Project area including accessibility, mobility, safety and freight passage through, into, and from City with an emphasis on intermodal connections. Consultant shall recommend freight route improvements (including rail) to the existing transportation system and future freight route improvements to accommodate future land use and transportation system changes. This task includes identifying problem areas such as access issues, roadway constraints, turning radii at intersections, vertical clearance constraints and truck loading zone issues.

7. Safe Routes To Schools

Consultant shall identify potential alternative connective routes, facility enhancements, and crossing treatments that would improve student safety when walking or biking to school. Consultant shall document these identified alternatives, enhancements, and treatments in a format that can be integrated into the Updated TSP and that can also be crafted to address the needs of future "Safe Routes to Schools" programs. Consultant shall identify school siting and site design factors, as well as student transportation policies, which enhance accessibility for pedestrians, bicyclists, and transit users.

8. Safety

Consultant shall identify study intersections or segments where countermeasures could be applied to reduce crash frequency to mitigate increases in crashes associated with increased traffic volume or future roadway projects. Consultant shall identify non-vehicle safety improvements, such as lighting.

9. Local Street Connectivity and Extension Plan

Consultant shall prepare a list of local street alignment and connectivity improvements in several areas of the Project area where the local street alignment influences future development of these areas, consistent with City's local street grid pattern. These areas are

primarily on the edges of the UGB. Consultant shall depict future local street connections in these areas on a map and in text.

10. Emerging Transportation Technologies

Consultant shall assess the range of emerging transportation technologies (ridesharing, autonomous vehicles, docking and dockless bike- and scooter-share programs, and the like) that are likely to be implemented in Project Area during the planning horizon. Such technologies must be identified as discrete projects, policies, and programs.

11. Funding Options

Consultant shall prepare a comprehensive list of funding options for consideration by City. Funding Options section must include a summary of historic, existing, and future City transportation funding sources. Funding Options must include, but are not limited to, all funding sources available to City in a matrix form, and a brief narrative explaining each Funding Option and applicability to both the City, overall, as well as the NSHA.

Consultant shall prepare a future transportation funding plan based on the current and historic transportation funding information in Tech Memo #3; consistent with Step 15 of Transportation System Planning Guidelines 2018; and ODOT directive, PB-03, Financial Feasibility in System Planning. Consultant shall obtain projected transportation funding and revenue from City.

12. Transportation Demand Management

Consultant shall prepare a list of transportation demand management strategies. Strategies must offer sustainable solutions to help create a multi-modal transportation environment.

Consultant shall submit initial Draft Tech Memo #6 to PMT for review and comment 3 weeks prior to TAC and PAC Meeting #2. Consultant shall prepare and submit a revised Draft Tech Memo #6 to the TAC and PAC 1 week prior to TAC and PAC Meetings #2.

4.3 Tech Memo #7: NSHA Economic Redevelopment Case Study

Consultant shall incorporate findings from Task 3 Tech Memo #4 to prepare a redevelopment case study for a key property (or grouping of adjacent properties of similar ownership and interest) in NSHA. The purpose of the case study is to show stakeholders and the public how incremental revitalization could occur in NSHA, and to serve as the basis for a potential developer proposal. Consultant must:

1. Evaluate site conditions and surrounding area for opportunities and constraints identified in TM #4.
2. Develop up to 3 building programs based on market analysis.
3. With support of urban designer, develop conceptual site studies, as site plan diagrams at a legible scale with conceptual building footprints, reflecting the program, focusing on identifying physical feasibility issues. Include photos and descriptions of precedent projects elsewhere in Oregon and the US.

4. Using market analysis data, prepare preliminary development pro forma to test the feasibility of the proposed design concepts.
5. Depending on pro forma analysis results, make adjustments to building program to reduce or eliminate any financial gaps.
6. Prepare final conceptual graphics and incorporate into summary memorandum.

Consultant shall provide Draft Tech Memo #7 to City and APM for review and comment.

Consultant shall provide revised Tech Memo #7 to City and APM prior to Task 4.6 and Task 4.8.

4.4 Draft Tech Memo #8: NSHA Land Use Options and Street Network Configuration Alternatives

Consultant shall prepare initial and revised Draft Tech Memo #8, detailing and screening land use options (which may require those that require updates to design standards), that result in supportive multi-modal street network and street configuration. Land use options and resulting street network must show alternatives for land use, zoning, urban design, configuration of sidewalk and streetscape elements, auto lanes and bicycle facilities, transit facilities, on-street parking, and other street design elements within the NSHA.

Land Use Options

Consultant shall develop up to 4 land use options that meet the Project Objectives and address identified issues. Land use options must be informed by prior project tasks and deliverables including, but not limited to: Tech Memo #4: Economic Analysis; input from TAC and PAC meetings; Task 3 engagement activities; and Task 2 Focus Group Interviews. Land use options must be in the form of variations in the mix or location of different land uses, zoning designations, and urban design elements. They must also incorporate implementing development and design standards, and allowed densities, and other factors. Consultant shall meet virtually with PMT (up to 2 hours) to review alternative concepts prior to additional evaluation and screening.

Land use options must include, but not be limited to:

1. maps that illustrate where the potential new or revised zoning would be located in the NSHA
2. sufficient detail to describe and depict intended outcomes
3. represent potential opportunities for near term and longer range improvements that will enhance the identity, livability, and function of the NSHA.

Screening of Land Use Options

Consultant shall conduct a screening of land use options that describes their performance using the high level evaluation criteria established in Tech Memo #2. Specifically, screening of land use options must include, but not be limited to:

1. demonstrate performance against evaluation criteria;
2. identify key parcels and locations that would spur additional redevelopment;

3. describe the application of proposed zoning designations, land use and urban design recommendations; and
4. identify existing minimum off-street parking requirements and consider strategies for meeting future parking needs, including potential changes to existing parking requirements; and
5. outline general implementation strategy, such as potential phasing approach that identifies conceptual packages of near term and longer term improvements.

Street Network

Consultant shall develop 2 alternative street network configurations within the NSHA. Street network configurations must support the land use options for NSHA. Street network configurations must be conceptual in nature but must include simple cross section diagrams and plan diagrams showing the location of alternative configurations relative to its existing alignment, nearby structures, intersections and driveways, and adjacent off-street parking areas. Plan views must be stand alone for each alternative configurations. Plan view graphics must consist of lines depicting centerline, sidewalk and lane lines overlain on an aerial photograph. Alternative network configurations must identify constraints, opportunities, and design considerations not easily represented with graphics.

Street Network Analysis

Consultant shall coordinate with the TPAU and Region 2 Traffic Engineer to apply analysis consistent with methodology outlined in Task 2 Analysis Methodology and Assumptions Memorandum as needed to develop and assess 2 street network alternatives based on land use options. Evaluation must include the resulting change to traffic operation, multimodal assessment, and safety analysis. Each alternative must be screened for its impact on the travel characteristics to and throughout the NSHA.

Evaluation must include a high-level assessment of cost estimates, right-of-way issues, vehicle congestion, queuing, and non-auto-congestion review standards. Evaluation must also develop mitigation measures to address issues identified at specific locations.

Alternatives for street configuration must implement City and ODOT standards for street to the extent feasible. Consultant shall note elements of street configuration that vary from City and ODOT standards and why those deviations are proposed. The street network must include vehicle, bicycle, and pedestrian facilities.

Consultant shall prepare summary graphic narratives of street network configurations and zoning options for Tech Memo #7, including the screening of each alternative using evaluation criteria established in Tech Memo #2.

Consultant shall provide initial Draft Tech Memo #8 to City and APM for review and comment. Consultant shall provide revised Draft Tech Memo #8 to City and APM prior to Tasks 4.6 & 4.8.

4.5 Draft Community Booklet

Consultant shall prepare a concise Draft Community Booklet to illustrate the land use options and alternative street network configurations and evaluation from Tech Memo #8. Community Booklet is intended for the public to serve as an approachable executive summary and must use graphical representations and simple, concise plain English text to highlight key issues and approaches.

Consultant shall provide Draft Community Booklet to City and APM for review and comment. Consultant shall provide revised Draft Community Booklet City and APM prior to-Tasks 4.6 & 4.8 based on review and comments from City and APM.

4.6 Combined PAC & TAC Meeting #2

City shall arrange and Consultant shall conduct virtual TAC Meeting #2. The purpose of TAC Meeting #2 is to review and discuss the future baseline transportation conditions in Draft Tech Memo #5 and the alternative solution packages and their performance evaluation in Draft Tech Memo #6. Consultant shall prepare meeting schedule, agendas, and supporting materials for TAC Meeting #2, and meeting minutes in accordance with Deliverable Table.

4.7 Task 4 Publicity

Consultant shall prepare Task 4 Publicity to provide information regarding the Project in a variety of methods to encourage public participation. Publicity must include, but is not limited to:

1. Project Newsletter #2 in simple English that is understandable to a layperson. Project Newsletter #2 must include but is not limited to, a Project introduction and include logistical information on the Open House and Workshop and Online Open House, schedule, and other relevant Project information. Consultant shall provide electronic (PDF) copy, post Project Newsletter #2 to the Project webpage(s) and translate Project Newsletter #2 into Spanish. City will share on its social media accounts.
2. Poster #2 and Flyer #2 in English that is understandable to a layperson. Consultant shall provide electronic (PDF) copy of Poster #2 and Flyer #2 to City. City shall place Poster #2 and Flyer #2 at high-traffic areas, including in-person open houses, to promote the Project webpage(s). Consultant shall post Poster #2 and Flyer #2 to the Project Webpage(s). Consultant shall provide translation services for poster and flyer content.
3. News Release in simple English that is understandable to a layperson. Consultant shall prepare and City shall procure print and audio advertising (as available) for the news release to provide notice for the Open House and Workshop #2. City shall review and comment on the News Release. City shall place news release in newspapers of record. City shall also provide news release to community papers, city newsletters, community

calendars, or similar publications in the Project Area. City shall post news release on its social media accounts and provide to audio news outlets (as available). Consultant shall translate the news release into Spanish.

4. Stakeholder Emails. Consultant shall prepare and send 3 separate stakeholder emails to recipients in the stakeholder database to include the following subject areas:
 - PAC Meeting #2,
 - Project Newsletter #2,
 - Announce the in-person Open House and Workshop #2; and
 - Online Open House #2 as well as pertinent information regarding next steps.

Consultant shall submit draft Task 4 Publicity materials to PMT and make revisions in accordance with the Deliverable Table.

4.8 Open House and Workshop #2

Consultant shall, in coordination with City, plan and facilitate discussions at Open House and Workshop #2. Consultant shall prepare written handouts, up to 5 display boards, and other visual media to facilitate public opportunity to offer input on alternative solution packages to address deficiencies. Consultant shall prepare an open house and workshop handout, sign in sheets, comment forms 2 weeks prior to meeting, and provide an open house and workshop comment summary within 10 business days. City shall provide location arrangements and logistics and promote the event on its social media accounts.

4.9 Final Tech Memos #5, #6, and #8

Consultant shall finalize Draft Tech Memos #5, #6, and #8 incorporating comments received from City and APM, Combined PAC & TAC Meeting #2, and Open House and Workshop #2 and Webpage(s). Consultant shall post Final Tech Memos #5, #6, and #8 to Project webpage(s) and provide Final Tech Memos #5, #6, and #8 to PMT in accordance with Deliverable Table.

City Deliverables

- 4a Draft Tech Memo #5, review and comment (Subtask 4.1)
- 4b Draft Tech Memo #6, review and comment (Subtask 4.2)
- 4c Tech Memo #7, review and comment (Subtask 4.3)
- 4d Draft Tech Memo #8, review and comment (Subtask 4.4)
- 4e Draft Community Booklet, review and comment (Subtask 4.5)
- 4f Combined PAC & TAC Meeting #2 (Subtask 4.6)
- 4g Task 4 Publicity, review and comment (Subtask 4.7)
- 4h Open House and Workshop #2 (Subtask 4.8)

Consultant Deliverables

- 4A Draft and Revised Draft Tech Memo #5: Future Systems Conditions (Subtask 4.1)

- 4B Draft and Revised Draft Tech Memo #6: Alternatives Analysis and Funding Program (Subtask 4.2)
- 4C Draft and Revised Draft Tech Memo #7: NSHA Economic Redevelopment Case Study (Subtask 4.3)
- 4D Draft and Revised Draft Tech Memo #8: NSHA Land Use Options and Street Network Configuration Alternatives (Subtask 4.4)
- 4E Draft and Revised Draft Community Booklet (Subtask 4.5)
- 4F Combined PAC & TAC Meeting #2 (Subtask 4.6)
- 4G Task 4 Publicity (Subtask 4.7)
- 4H Open House and Workshop #2 (Subtask 4.8)
- 4I Final Tech Memos #5, #6, and #8 (Subtask 4.9)

Task 5: Identification of Preferred and Cost-Constrained Alternatives

5.1 Draft Tech Memo #9: Preferred Alternatives

Consultant shall prepare initial and revised Draft Tech Memo #9, identifying preferred and cost-constrained alternatives based on earlier Tech Memos, the 2005 TSP, and input received from the City and APM, TAC, PAC and public. Draft Tech Memo #9 must include, but is not limited to, the elements listed below:

1. Selection of Preferred Alternatives

Consultant shall identify a preferred alternative for each deficiency or need and, if different, a cost-constrained alternative taking into account the revenue forecast for each deficiency or need, consistent with Step 15 of Transportation System Planning Guidelines 2018. Identification of alternatives must include, in addition to those elements required by the Transportation Planning Rules, the following elements:

1. A prioritized list of projects for walking, bicycling, transit, and motorized vehicles including freight.
2. Projects necessary to reduce transportation barriers to key development and redevelopment areas, with special emphasis on removing barriers for walking, bicycling, and transit modes.
3. Strategies for improving destination accessibility, meaning an increase in the number of destinations that can be reached for a given amount of time and money.
4. Corridor multimodal improvement needs.
5. Access management strategies for City, County, and State arterials and collectors.
6. Identification of improvements that could be incorporated into a future "Safe Routes to Schools" plan, including school siting, site planning, and student transportation policies.
7. Planning-level cost estimates referenced to an appropriate escalation factor for updates.

8. A list of features needing approval (e.g., marked crosswalks on State Highways)

Preferred improvements to ODOT's facilities must be coordinated with ODOT's Region 2 Traffic.

2. Future Transportation Funding Plan

Consultant shall prepare a future transportation funding plan based on the current and historic transportation funding information in Tech Memo #3 and consistent with Step 15 of Transportation System Planning Guidelines 2018 and ODOT Directive PB-03, Financial Feasibility in System Planning.

Consultant shall submit initial Draft Tech Memo #9 to City and APM and prepare and submit a revised Draft Tech Memo #9 to the City for distribution to Combined PAC & TAC Meeting #3 in accordance with Deliverable Table.

5.2 Draft Tech Memo #10: NSHA Preferred Land Use and Street Network Configuration

Consultant shall recommend and City and APM shall select a preferred land use option, based on the results of Task 4 input. Consultant shall develop 1 supportive street network configuration for NSHA. The preferred land use option and the street network configuration may be hybrids or combinations of the land use options and street configuration alternatives developed and considered in Task 4. The preferred land use option and supporting street configuration must represent the highest priority opportunity for future changes that would help achieve the Project objectives for the NSHA.

The preferred land use option must be depicted in overhead views (plan view), street perspective renderings and one aerial perspective. These depictions are intended to be illustrative and may include rough sketches. The plan view must show building locations and proposed land uses on each parcel. The description of the preferred land use option must include a high-level summary of proposed changes to zoning designations and development code standards needed to implement the preferred option. Perspective images must use prior examples/images rather than new renderings and include examples for standard residential, mixed use, industrial areas, and transition areas.

The street configuration alternative supporting the preferred land use option must show changes in configuration of streetscape, landscaping, pedestrian improvements, travel lanes, transit facilities, bicycle facilities, and other street elements within the NSHA. The street network configuration alternative must be shown in cross section diagrams and overhead views (plan views).

City and APM shall advise as to the preferred combination of cross sections for 1 combined facility design alternative. Work under this task must be a refinement of work developed in Task 4 and must include elements as specified in Tech Memo #9.

Consultant shall submit initial Draft Tech Memo #10 to City and APM and revised Draft Tech Memo #10 to the City for distribution to TAC and PAC in accordance with Deliverable Table

5.3 Combined PAC & TAC Meeting #3

City shall arrange and Consultant shall conduct TAC Meeting #3. The purpose of TAC Meeting #3 is to discuss proposed preferred alternatives, and funding plan in Draft Tech Memo #9 and Draft Tech Memo #10. Consultant shall prepare the meeting schedule, written agendas, and supporting materials for TAC and PAC Meeting #3 shall provide meeting minutes in accordance with the Deliverable Table.

5.4 Final Community Booklet

Consultant shall finalize the Draft Community Booklet to include the NSHA preferred alternative. Consultant shall provide Final Community Booklet to City and APM.

5.5 Joint Planning Commission and City Council Work Session #1

City shall arrange and Consultant shall conduct in-person Joint Planning Commission and City Council Work Session #1. The purpose of Planning Commission and City Council Work Session #1 is to discuss proposed preferred alternatives and funding plan in Draft Tech Memo #9. Consultant shall prepare the meeting schedule, written agendas, and supporting materials and provide meeting summary afterwards. City shall prepare legally required minutes.

5.6 Final Tech Memos #9 and #10

Consultant shall finalize Draft Tech Memos #9 and #10 incorporating comments following Joint Planning Commission and City Council Work Session #1 and shall post Final Tech Memo #9 and #10 to Project webpage(s) and provide to City and APM in accordance with the Deliverable Table.

City Deliverables

- 5a Draft Tech Memo #9, review and comment (Subtask 5.1)
- 5b Draft Tech Memo #10, review of comment (Subtask 5.2)
- 5c Combined PAC & TAC Meeting #3 (Subtask 5.3)
- 5d Joint Planning Commission and City Council Work Session #1 (Subtask 5.5)

Consultant Deliverables

- 5A Draft and Revised Draft Tech Memo #9: Preferred Alternatives (Subtask 5.1)
- 5B Draft and Revised Tech Memo #10: NSHA Preferred Land Use and Street Network Configuration (Subtask 5.2)

- 5C Combined PAC & TAC Meeting #3 (Subtask 5.3)
- 5D Final Community Booklet (Subtask 5.4)
- 5E Joint Planning Commission and City Council Work Session #1 (Subtask 5.5)
- 5F Final Tech Memos #9 and #10 (Subtask 5.6)

Task 6: Draft Updated TSP, Draft NSHA Refinement Plan, Draft Implementing Ordinances and Findings

6.1 Draft Updated TSP

Consultant shall prepare an initial and revised Draft Updated TSP updating 2005 TSP and incorporating Final Tech Memos #1 – #10 and additional comments received. Draft Updated TSP must include the following:

- A. Maps showing each updated future network and a comprehensive map showing all networks;
- B. Prioritized list of multimodal projects with planning-level cost estimates, including escalation factor estimates;
- C. Project summary prospectus sheets, including Project costs, location map, and cross-section for up to 20 projects;
- D. Detailed funding strategy for near term fiscally constrained projects located in the North Sweet Home Refinement Plan area and a generalized funding strategy for fiscally constrained projects throughout the remainder of the Project area and planning horizon; and
- E. Access spacing standards.

Draft Updated TSP must summarize the following in either the report body or appendix:

- i. Transportation System Summary**
 - Inventory of entire transportation system for all modes of travel.
- ii. Transportation Goals, Plans, and Policy Framework**
 - Survey of state, regional, and local plans, policies, rules and regulations; identify relationships, conflicts, and discrepancies within and between these documents
 - Goals and objectives supporting the community's vision.
 - A discrete, actionable set of policies that capture the opportunities and strategies supporting an Updated TSP and further TGM objectives and the intent of Goal 12 "to provide and encourage a safe, convenient, and economical transportation system [that considers] all modes of transportation."
- iii. Existing Land Use and Transportation Conditions**
 - Analysis of existing land use and traffic conditions for all modes of travel: volumes, Level-of-Service, turning movements, queuing, mobility, and safety for all through

streets and intersections. Areas of significant queuing (including at commercial driveways) or traffic safety concerns.

iv. Future Land Use and Transportation Demand

- Future land uses and their impact on traffic generation and destination accessibility in the community, as well as future through traffic, mode share, and potential change in mode share based on future land use scenarios. Trip distribution, including estimates of trip ends per land use type, total annual trip ends.
- Analysis of future traffic and destination accessibility conditions for all modes of travel.

v. Safety Plan

- A Vision-Zero-based Safety Plan that aligns with current goals in the Oregon Transportation Safety Action Plan and identifies cost-effective opportunities to obtain programed safety funds (e.g., Highway Safety Improvement Program funding, Safe Routes to Schools) to eliminate fatal and serious injury crashes through the ODOT All Roads Transportation Safety Program. This must include systemic applications which may be viable with a demonstrated benefit cost ratio (e.g., bike and pedestrian).

vi. Pedestrian Plan

- A Pedestrian Plan aligned with multimodal policy goals.
- Examination and analysis of existing facilities. Recommendations for improvements and design standards. Focus on safety, slowing motorized traffic, and gaps in the pedestrian network. Special emphasis must be placed on connectivity among primary pedestrian facilities and multimodal linkages.
- Comprehensive and prioritized list of improvements, including itemized planning-level cost estimates.

vii. Bicycle Plan

- A Bicycle Plan aligned with multimodal policy goals.
- Examination and analysis of existing facilities. Recommendations for improvements and design standards. Focus on safety, slowing motorized traffic, substandard facilities, and gaps in the bicycle network.
- Comprehensive and prioritized list of improvements, including itemized planning-level cost estimates.

viii. Transit Plan

- Examination and analysis of existing facilities. Recommendations for improvements and design standards. Focus on safety, gaps in the system and intermodal linkages with the pedestrian and bicycle networks.
- Comprehensive and prioritized list of improvements, including itemized planning-level cost estimates.
- Analysis and recommended improvements must reflect current intermodal policy goals.

- ix. **Motor Vehicle Plan (including Transportation System Management and Truck Freight Plan)**
 - Proposed changes and improvements to best accommodate vehicle traffic within the existing constraints and long-term vision of City.
 - Focus on impacts to businesses.
 - Potential to add pedestrian improvements.
 - Comprehensive and prioritized list of improvements, including itemized planning-level cost estimates.
- x. **Other Modes Plan (Rail and Pipeline)**
 - Survey of other transportation modes.
 - Incorporate a plan for safety improvements to Railroad Crossings and the developments that would trigger them.
- xi. **Equity Plan**
 - Policies supporting community's vision regarding equity, including Transportation Options and recommendations to reduce transportation cost as a percentage of household income.
- xii. **Funding and Implementation**
 - Examination of historic funding sources and potential future funding sources.

Consultant shall submit initial Draft Updated TSP to City and APM and revised Draft Updated TSP in accordance with the Deliverable Table.

6.2 Draft Implementing Ordinances

Consultant shall prepare initial and revised Draft Implementing Ordinances, specifically amendments to City's Development Ordinance, necessary for implementing the Draft Updated TSP and its policies and recommendations and TGM guidance documents. Amendments must include:

- Street-width standards with the goal of sizing streets for safety and economy.
- Right-size parking standards, looking for opportunities to decrease them.
- Traffic Impact Analysis requirements, which may reference ODOT standards or requirements of other similar cities in Oregon.
- State transportation planning requirements, including findings for the Transportation Planning Rules, to support adoption of Draft Updated TSP by City.

Consultant shall submit revised Draft Implementing Ordinances in accordance with the Deliverable Table.

6.3 Draft Findings

City shall prepare Draft Findings addressing local ordinance requirements to support adoption of the Draft Updated TSP by City and provide to PMT in accordance with the Deliverable Table.

6.4 Draft NSHA Refinement Plan

Consultant shall prepare Draft and Revised Draft NSHA Refinement Plan, containing the following items:

- Final land use recommendations including any proposed changes to zoning designations and urban design and development standards ; and
- Final transportation recommendations, including:
 - Zoning regulations
 - Short term projects for immediate implementation;
 - Long term incremental improvement projects that can be constructed as financing becomes available or in conjunction with private investment actions;
 - Phasing;
 - Implementation strategies;
 - Cost estimates; and
 - Summary of Evaluation process.

NSHA Refinement Plan must use easily understandable graphical representations and include the information from the Task 4 analysis, input from CAC and TAC, public input, and City direction.

The revised zoning regulations must be in code language. The transportation recommendations must be in a format that can be adopted into the updated TSP and must include specific transportation projects that are incorporated into the updated TSP.

Consultant shall include 2 to 3 graphics of land use, key design treatments and street-related public amenities as prepared for prior tasks.

Consultant shall develop planning-level cost estimates and financing strategies for near-term projects. Consultant shall develop planning level cost estimates and finance strategy for mid to long-term transportation improvements.

Consultant shall provide initial Draft NSHA Refinement Plan to City and APM and shall provide revised Draft NSHA Refinement Plan to City and APM prior to Task 6.7.

6.5 Advertising and Media

Consultant shall prepare initial news release announcing updates on the Project, Joint TAC and PAC Meeting #4 and Draft Updated TSP for City comment, 5 weeks prior to Joint TAC and PAC Meeting #4. Based on City comment, Consultant shall revise and distribute 3 weeks prior to Joint TAC and PAC Meeting #4. Consultant shall produce and purchase print advertising for the news release to provide notice for the adoption hearings 3 weeks prior to Joint TAC and PAC Meeting #4. City shall place news release in local newspapers of record, provide news release

to community papers, provide to audio news outlets (as available), city newsletters, community calendars or similar publications in smaller markets in the Project area 3 weeks prior to Joint TAC and PAC Meeting #4. City shall post advertisements on their social media accounts.

6.6 Stakeholder Emails

Consultant shall prepare and send up to 3 stakeholder emails to the stakeholder database to provide updates on the Project, Joint TAC and PAC Meeting #4 and Draft Updated TSP.

6.7 Joint TAC and PAC Meeting #4

City shall arrange and Consultant shall conduct Joint TAC and PAC Meeting #4. The purpose of Joint TAC and PAC Meeting #4 is to review and discuss the Draft Updated TSP and Draft Implementing Ordinances. Consultant shall prepare a meeting schedule, a written agenda, and supporting materials and provide meeting minutes in accordance with the Deliverable Table.

6.8 Adoption Draft Updated TSP, Adoption Draft NSHA Refinement Plan, Adoption Draft Implementing Ordinances and Final Findings

Consultant shall revise the Draft Updated TSP, Draft NSHA Refinement Plan Draft Implementing Ordinances, and Draft Findings, incorporating comments received from the PMT, TAC and PAC within 2 weeks following Joint TAC and PAC Meeting #4. Consultant shall submit 5 bound "hard" copies of the adoption draft documents to City, and 1 bound "hard" copy to ODOT. Consultant shall submit electronic copies to City and ODOT.

6.9 Department of Land Conservation and Development Notice

City shall submit 1 copy of the Adoption Draft Updated TSP, Adoption Draft NSHA Refinement Plan (if required), and Draft Implementing Ordinances to the Department of Land Conservation and Development ("DLCD") at least 35 days prior to the first evidentiary hearing as directed by Oregon Revised Statutes 197.610 and OAR 660-018-0020. Consultant shall provide review comments to City in coordination for their submittal of DLCD notice.

City Deliverables

- 6a Draft Updated TSP, review and comment (Subtask 6.1)
- 6b Draft Implementing Ordinances, review and comment (Subtask 6.2)
- 6c Draft Findings (Subtask 6.3)
- 6d Draft NSHA Refinement Plan, review and comment (Subtask 6.4)
- 6e Advertising and Media (Subtask 6.5)
- 6f Joint TAC and PAC Meeting #4 (Subtask 6.7)
- 6g Department of Land Conservation and Development Notice (Subtask 6.9)

Consultant Deliverables

- 6A Draft and Revised Draft Updated TSP (Subtask 6.1)

- 6B Draft and Revised Draft Implementing Ordinances (Subtask 6.2)
- 6C Draft and Revised Draft NSHA Refinement Plan (Subtask 6.4)
- 6D Initial and Revised Advertising and Media (Subtask 6.5)
- 6E Stakeholder Emails (Subtask 6.6)
- 6F Joint TAC and PAC Meeting #4 (Subtask 6.7)
- 6G Adoption Draft Updated TSP, NSHA Refinement Plan, Adoption Draft Implementing Ordinances and Final Findings (Subtask 6.8)
- 6H Department of Land Conservation and Development Notice, review comments (Subtask 6.9)

Task 7: Adoption

7.1 Joint Planning Commission and City Council Work Session #2

City shall arrange and conduct the Planning Commission and City Council Work Session #2 for presentation of the Adoption Draft Updated TSP, Adoption Draft NSHA Refinement Plan, Adoption Draft Implementing Ordinances, and Final Findings. Consultant shall attend the Joint Planning Commission and City Council Work Session to present documents and answer questions.

7.2 Planning Commission Hearing

City shall arrange and conduct the Planning Commission Hearing for consideration of the Adoption Draft Updated TSP, Adoption Draft NSHA Refinement Plan, Adoption Draft Implementing Ordinances, and Final Findings. Consultant shall attend hearing to present documents and answer questions.

7.3 City Council Hearing

City shall arrange and conduct City Council Hearing for consideration of Adoption Draft Updated TSP, Adoption Draft NSHA Refinement Plan, Adoption Draft Implementing Ordinances, and Final Findings for approval and adoption. Consultant shall attend hearing to present documents and answer questions.

7.4 Final Updated TSP, Final NSHA Refinement Plan, and Final Implementing Ordinances

Consultant shall finalize the Adoption Draft Updated TSP, Adoption Draft NSHA Refinement Plan, and Final Implementing Ordinances to reflect City Council actions within 2 weeks following City Council Hearing. Consultant shall submit 3 bound "hard" copies and one electronic copy of the Final Updated TSP, Final NSHA Refinement Plan, and Final Implementing Ordinances to City. City shall submit electronic copies of the adopted Final Updated TSP, Final NSHA Refinement Plan (if required), and Final Implementing Ordinances to the Department of Land Conservation and Development. Consultant shall submit 2 bound "hard" copies and 1 electronic copy of the Final Updated TSP, Final NSHA Refinement Plan, and Final Implementing Ordinances to APM.

7.5 Title VI Report and Public and Stakeholder Involvement and Communications Summary Report

City shall prepare initial and revised Public and Stakeholder Involvement and Communications Summary Report to summarize the activities, their effectiveness, and lessons learned of the following:

- Committee meetings
- Public meetings and open houses
- Community and small group briefings
- stakeholder database
- Comment Log summary and key public issues
- Project webpage(s) analytics

City shall summarize Title VI activities and document Project processes and outreach for all low income, race, gender, and age groups.

City shall submit initial Public and Stakeholder Involvement and Communications Summary Report to APM and Consultant for review and comment within 2 weeks following City Council Hearing and make revisions to address comments within 5 days following comments.

Consultant shall review and provide comments in accordance with the Deliverable Table.

7.6 Project Information Sheet

Consultant shall prepare and submit to ODOT a 2-page summary of Project analysis, activities, and policy decisions.

City Deliverables

- 7a Joint Planning Commission and City Council Work Session #2 (Subtask 7.1)
- 7b Planning Commission Hearing (Subtask 7.2)
- 7c City Council Hearing (Subtask 7.3)
- 7d Final Updated TSP, Final NSHA Refinement Plan and Final Implementing Ordinances to DLCD (Subtask 7.4)
- 7e Public and Stakeholder Involvement and Communications Summary Report (Subtask 7.5)

Consultant Deliverables

- 7A Joint Planning Commission and City Council Work Session #2 (Subtask 7.1)
- 7B Planning Commission Hearing (Subtask 7.2)
- 7C City Council Hearing (Subtask 7.3)
- 7D Final TSP, Final NSHA Refinement Plan, and Final Implementing Ordinances (Subtask 7.4)

- 7E Public and Stakeholder Involvement and Communications Summary Report, review and comment (Subtask 7.5)
- 7F Project Information Sheet (Subtask 7.6)

Deliverable Table

Task	Description	Deliverables Due
1	Project Management	
1A	Kick-off Meeting (Subtask 1.2)	Within 2 weeks after Notice to Proceed
1B	Public Involvement Kick-off Meeting (Subtask 1.3)	Within 2 weeks after Notice to Proceed
1C	PMT Teleconferences (Subtask 1.4)	Per refined project schedule
1D	Public Involvement and Communications Plan (Subtask 1.5)	2 weeks after Task 1A
1E	Stakeholder Database and Comment Log, review and coordination (Subtask 1.6)	Ongoing until Project completion
1F	Project Webpage(s) (Subtask 1.7)	Creation no later than 4 weeks after Task 1A; updates ongoing
1G	Project Overview Video (Subtask 1.8)	Within 8 weeks after Task 1D
1H	Project Fact Sheet (Subtask 1.9)	6 weeks after Task 1A
1I	Refined Project Schedule (Subtask 1.10)	Within 14 business days after Task 1A and Task 1B
2	Plans and Policy Review	
2A	Background Documents (Subtask 2.1)	Within 2 weeks after NTP
2B	Draft Tech Memo #1: Plans and Policy Framework (Subtask 2.2)	Within 3 weeks after Task 1A
2C	Analysis Methodology and Assumptions Memorandum (Subtask 2.3)	
	Initial	Within 1 weeks after Task 1A
	Revised	Within 3 week after Task 1A
2D	Draft Tech Memo #2: Goals, Objectives, and Evaluation Criteria (Subtask 2.4)	Within 3 weeks after Task 1A
2E	Final Tech Memo #1 (Subtask 2.5)	Within 4 weeks after Task 2A
2F	Revised Tech Memo #2 (Subtask 2.6)	Within 4 weeks after Task 2C
3	Transportation System Inventory and Existing Conditions	
3A	Draft Tech Memo #3 (Subtask 3.1)	
	Draft Tech Memo #3	3 weeks prior to Task 3D
	Revised Draft Tech Memo #3	1 week prior to Task 3D

Task	Description	Deliverables Due
3B	NSHA Conditions Booklet (Subtask 3.2)	
	Initial NSHA Conditions Booklet	3 weeks prior to Task 3D
	Revised NSHA Conditions Booklet	1 week prior to Task 3D
3C	Tech Memo #4 (Subtask 3.3)	
	Initial Tech Memo #4	Three weeks prior to Task 3D
	Revised Tech Memo #4	1 week prior to Task 3D
3D	PAC & TAC Meeting #1 (Subtask 3.4)	Within 10 weeks after Task 2E
	Meeting materials	At least 5 days prior to Task 3D
	Meeting minutes	No more than 5 days after Task 3D
3E	Task 3 Publicity (Subtask 3.5)	3 weeks prior to Task 3D
3F	Open House, Workshop, and Online Open House #1 (Subtask 3.6)	Within 2 weeks after Task 3D
	Meeting materials	2 weeks prior to Task 3F
	Summary	10 business days after Task 3F
3G	Final Tech Memos #2 and #3 (Subtask 3.7)	Within 2 weeks after Task 3F
4	Future Conditions and Alternatives Development and Analysis	
4A	Draft Tech Memo #5 (Subtask 4.1)	
	Initial Tech Memo #5	3 weeks prior to Task 4F
	Revised Tech Memo #5	At least 1 week prior to Task 4F
4B	Draft Tech Memo #6 (Subtask 4.2)	
	Initial Draft Tech Memo #6	3 weeks prior to 4F
	Revised Draft Tech Memo #6	At least 1 week prior to Task 4F
4C	Tech Memo #7 (Subtask 4.3)	
	Initial Tech Memo #7	3 weeks prior to Task 4F
	Revised Tech Memo #7	At least 1 week prior to Task 4F
4D	Draft Memo #8 (Subtask 4.4)	
	Initial Draft Memo #8	3 weeks prior to Task 4F
	Revised Draft Memo #8	At least 1 week prior to Task 4F
4E	Community Booklet (Subtask 4.5)	
	Initial Community Booklet	At least 3 weeks prior to Task 4F
	Revised Community Booklet	At least 1 week prior to Task 4F
4F	Combined PAC & TAC Meeting #2 (Subtask 4.6)	Within 9 weeks after Task 3G
	Meeting materials	At least 5 days prior to Task 4F
	Meeting minutes	No more than 5 days after Task 4F
4G	Task 4 Publicity (Subtask 4.7)	
	Initial supporting materials	No later than 3 weeks prior to Task 4F

Task	Description	Deliverables Due
	Revised supporting materials	No later than 2 weeks and 5 days prior to Task 4H
4H	Open House and Workshop #2 (Subtask 4.8)	Within 2 weeks after Task 4F
	Open House and Workshop materials	No later than 2 weeks prior to Task 4H
	Open House and Workshop summary	Within 10 business days after Task 4H
4I	Final Tech Memos #5, #6, and #8 (Subtask 4.12)	Within 2 weeks after Task 4H
5	Identification of Preferred and Cost-Constrained Alternatives	
5A	Draft Tech Memo #9 (Subtask 5.1)	
	Initial Draft Tech Memo #9	At least 3 weeks prior to Task 5C
	Revised Draft Tech Memo #9	At least 1 week prior to Task 5C
5B	Draft Tech Memo #10 (Subtask 5.2)	
	Initial Draft Tech Memo #10	At least 3 weeks prior to Task 5C
	Revised Draft Tech Memo #10	At least 1 week prior to Task 5C
5C	Combined PAC & TAC Meeting #3 (Subtask 5.3)	Within 9 weeks after Task 4I
	Meeting materials	At least 5 days prior to Task 5C
	Meeting minutes	5 days after Task 5C
5D	Final Community Booklet (Subtask 5.4)	Within 2 weeks after Task 5C
5E	Joint Planning Commission and City Council Work Session #1 (Subtask 5.5)	Within 1 week after Task 5D
5F	Final Tech Memo #9 and #10 (Subtask 5.6)	Within 2 weeks after Task 5E
	Posted on webpage(s)	Within 7 weeks after Task 5E
6	Draft Updated TSP, Draft NSHA Refinement Plan, Draft Implementing Ordinances and Findings	
6A	Draft Updated TSP (Subtask 6.1)	
	Initial Draft Updated TSP	At least 3 weeks prior to Task 6F
	Revised Draft Updated TSP	At least 1 week prior to Task 6F
6B	Draft Implementing Ordinances (Subtask 6.2)	
	Initial Draft Implementing Ordinances	At least 3 weeks prior to Task 6F
	Revised Draft Implementing Ordinances	At least 1 week prior to Task 6F
6C	Draft NSHA Refinement Plan (Subtask 6.4)	
	Initial Draft NSHA Refinement Plan	At least 3 weeks prior to Task 6F
	Revised Draft NSHA Refinement Plan	At least 1 week prior to Task 6F
6D	Advertising and Media (Subtask 6.5)	
	Initial materials	At least 5 weeks prior to Task 6F

Task	Description	Deliverables Due
	Revised materials	At least 3 weeks prior to Task 6F
6E	Stakeholder Emails #4 (Subtask 6.6)	At least 3 weeks prior to Task 6F
6F	Joint TAC and PAC Meeting #4 (Subtask 6.7)	Within 8 weeks after 5F
	Meeting materials	At least 5 days prior to Task 6F
	Meeting minutes	No more than 5 days after Task 6F
6G	Adoption Draft Updated TSP, Adoption Draft Implementing Ordinances, and Final Findings (Subtask 6.8)	Within 2 weeks after Task 6F
6H	Department of Land Conservation and Development Notice, review and coordination (Subtask 6.9)	At least 35 days prior to Task 7B
7	Adoption	
7A	Joint Planning Commission and City Council Work Session #2 (Subtask 7.1)	Within 2 weeks after Task 6G
7B	Planning Commission Hearing (Subtask 7.2)	Within 4 weeks after Task 7A
7C	City Council Hearing (Subtask 7.3)	Within 4 weeks after Task 7B
7D	Title VI Report and Public and Stakeholder Involvement and Communications Summary Report, review and comment (Subtask 7.5)	Within 2 weeks after Task 7C
7E	Final Updated TSP, Final NSHA Refinement Plan, and Final Implementing Ordinances (Subtask 7.4)	Within 2 weeks after Task 7C
7F	Project Information Sheet (Subtask 7.7)	Within 2 weeks after Task 7C

Match Budget

	Staff Title	Rate	Hours	Total
Task 1	Community Dev. Dir	\$80.49	15.25	\$ 1,227.33
	City Engineer	\$64.15	15.25	\$ 978.18
	Contract Planner	\$51.27	15.25	\$ 781.78
	subtotal			\$ 2,987.29
Task 2	Community Dev. Dir	\$80.49	11.83	\$ 952.56
	City Engineer	\$64.15	11.83	\$ 759.18
	Contract Planner	\$51.27	11.83	\$ 606.75
	subtotal			\$ 2,318.49
Task 3	Community Dev. Dir	\$80.49	43.17	\$ 3,474.39
	City Engineer	\$64.15	43.17	\$ 2,769.07
	Contract Planner	\$51.27	43.17	\$ 2,213.10
	subtotal			\$ 8,456.56

	Staff Title	Rate	Hours	Total
Task 4	Community Dev. Dir	\$80.49	70.86	\$ 5,703.13
	City Engineer	\$64.15	70.86	\$ 4,545.36
	Contract Planner	\$51.27	70.86	\$ 3,632.74
	subtotal			\$ 13,881.24
Task 5	Community Dev. Dir	\$80.49	29.06	\$ 2,338.65
	City Engineer	\$64.15	29.06	\$ 1,863.89
	Contract Planner	\$51.27	29.06	\$ 1,489.66
	subtotal			\$ 5,692.20
Task 6	Community Dev. Dir	\$80.49	39.30	\$ 3,162.98
	City Engineer	\$64.15	39.30	\$ 2,520.87
	Contract Planner	\$51.27	39.30	\$ 2,014.73
	subtotal			\$ 7,698.59
Task 7	Community Dev. Dir	\$80.49	10.54	\$ 848.75
	City Engineer	\$64.15	10.54	\$ 676.45
	Contract Planner	\$51.27	10.54	\$ 540.63
	subtotal			\$ 2,065.84
	Total			\$ 43,100.20

Consultant Fixed Price Per Deliverable Table

Task	Description	Fixed Deliverable Price	Max Quantity	Not-to-Exceed Amount
1	Project Management			
1A	Kick-Off Meeting	\$1,500	1	\$1,500
1B	Public Involvement Kick-off Meeting	\$500	1	\$500
1C	PMT Teleconferences	\$250	30	\$7,500
1D	PICP, review and comment	\$1,600	1	\$1,600
1E	Stakeholder Database and Comment Log, review and coordination	\$500	1	\$500
1F	Project Webpage	\$3,500	1	\$3,500
1G	Project Overview Video	\$2,600	1	\$2,600
1H	Project Fact Sheet	\$1,100	1	\$1,100
1I	Refined Project Schedule	\$1,300	1	\$1,300
	Task Total			\$20,100
2	Plans and Policy Review			
2A	Background Documents	\$1,100	1	\$1,100
2B	Draft Tech Memo #1: Plans and Policy Framework	\$6,300	1	\$6,300
2C	Analysis Methodology and Assumptions Memorandum	\$3,100	1	\$3,100
2D	Draft Tech Memo #2: Goals, Objectives, and	\$2,700	1	\$2,700

Task	Description	Fixed Deliverable Price	Max Quantity	Not-to-Exceed Amount
	Evaluation Criteria			
2E	Final Tech Memo #1	\$1,600	1	\$1,600
2F	Revised Tech Memo #2	\$800	1	\$800
	Task Total			\$15,600
3	Transportation System Inventory and Existing Conditions			
3A	Draft Tech Memo #3: Existing Conditions Inventory and Analysis	\$24,800	1	\$24,800
3B	NSHA Conditions Booklet	\$3,800	1	\$3,800
3C	Tech Memo #4: NSHA Economic Analysis	\$12,300	1	\$12,300
3D	Combined PAC & TAC Meeting #1	\$2,100	1	\$2,100
3E	Task 3 Publicity	\$2,800	1	\$2,800
3F	Open House, Workshop, and Online Open House #1	\$6,300	1	\$6,300
3G	Final Tech Memos #2 and #3	\$4,700	1	\$4,700
	Task Total			\$56,800
4	Future Conditions and Alternatives Development and Analysis			
4A	Draft Tech Memo #5: Future Systems Conditions	\$23,400	1	\$23,400
4B	Draft Tech Memo #6: Alternatives Analysis and Funding Program	\$19,800	1	\$19,800
4C	Tech Memo #7: NSHA Economic Redevelopment Case Study	\$15,400	1	\$15,400
4D	Draft Tech Memo #8: NSHA Land Use Options and Street Network Configuration Alternatives	\$13,500	1	\$13,500
4E	Draft Community Booklet	\$3,500	1	\$3,500
4F	Combined PAC & TAC Meeting #2	\$2,800	1	\$2,800
4G	Task 4 Publicity	\$2,600	1	\$2,600
4H	Open House and Workshop #2	\$5,700	1	\$5,700
4I	Final Tech Memos #5, #6, and #8	\$6,600	1	\$6,600
	Task Total			\$93,300
5	Identification of Preferred and Cost-Constrained Alternatives			
5A	Draft Tech Memo #9: Preferred Alternatives	\$11,200	1	\$11,200
5B	Draft Tech Memo #10: NSHA Preferred Land Use and Street Network Configuration	\$12,600	1	\$12,600
5C	Combined PAC & TAC Meeting #3	\$2,800	1	\$2,800
5D	Final Community Booklet	\$1,900	1	\$1,900
5E	Joint Planning Commission and City Council Work Session #1	\$5,400	1	\$5,400
5F	Final Tech Memos #9 and #10	\$4,400	1	\$4,400
	Task Total			\$38,300
6	Draft Updated TSP, Draft NSHA Refinement Plan,			

Task	Description	Fixed Deliverable Price	Max Quantity	Not-to-Exceed Amount
	Draft Implementing Ordinances and Findings			
6A	Draft Updated TSP	\$23,000	1	\$23,000
6B	Draft Implementing Ordinances	\$6,200	1	\$6,200
6C	Draft NSHA Refinement Plan	\$8,200	1	\$8,200
6D	Advertising and Media	\$700	1	\$700
6E	Stakeholder Emails	\$1,200	1	\$1,200
6F	Joint TAC and PAC Meeting #4	\$2,400	1	\$2,400
6G	Adoption Draft Updated TSP, NSHA Refinement Plan, Adoption Draft Implementing Ordinances and Final Findings	\$9,800	1	\$9,800
6H	Department of Land Conservation and Development Notice, review and coordination	\$200	1	\$200
	Task Total			\$51,700
7	Adoption			
7A	Joint Planning Commission and City Council Work Session #2	\$4,700	1	\$4,700
7B	Planning Commission Hearing	\$3,400	1	\$3,400
7C	City Council Hearing	\$2,800	1	\$2,800
7D	Final Updated TSP, Final NSHA Refinement Plan, and Final Implementing Ordinances	\$1,600	1	\$1,600
7E	Public and Stakeholder Involvement and Communications Summary Report, review and comment	\$200	1	\$200
7F	Project Information Sheet	\$1,200	1	\$1,200
	Task Total			\$13,900
	CONSULTANT Amount			\$289,700

EXHIBIT B
ELIGIBLE PARTICIPATING COST
DESCRIPTION

PERSONNEL SERVICES

Salaries - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.

Overtime - Payments to employees for work performed in excess of their regular work shift.

Shift Differential - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

Travel Differential - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.

SERVICES AND SUPPLIES

In-State Travel - Per Rates Identified in State Travel Handbook

Meals & Misc. - Payment for meals incurred while traveling within the State of Oregon.

Lodging & Room Tax - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon.

Fares, Taxi, Bus, Air, Etc.

Per Diem - Payment for per diem, incurred while traveling within the State of Oregon.

Other - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

Private Car Mileage - Payment for private car mileage while traveling within the State of Oregon.

Office Expense

Direct Project Expenses Including:

Photo, Video & Microfilm Supplies - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

Printing, Reproduction & Duplication - Expenditures for services to copy, print, reproduce and/or duplicate documents.

Postage - Payment for direct project postage.

Freight & Express Mail - Payment for direct project freight services on outgoing shipments.

Telecommunications

Phone Toll Charges (long-distance) - Payment for telephone long distance charges.

Publicity & Publication

Publish & Print Photos - Payment for printing and publishing photographs to development of publicity and publications.

Conferences (costs to put on conference or seminars)

Equipment \$250 - \$4,999

NOT ELIGIBLE

Employee Training, Excluding Travel

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

CAPITAL OUTLAY

NOT ELIGIBLE

RESOLUTION NO. 22 FOR 2023

A RESOLUTION FORGIVING THE INTERUND LOAN FROM THE BUILDING RESERVE FUND TO THE WATER DEPRECIATION FUND.

WHEREAS, ORS 294.468 allows municipal organizations to transfer funds between funds for the purpose of capital loans, and;

WHEREAS, in Resolution No. 19 for 2018, a resolution was passed setting up an interfund loan for \$800,000 at an interest rate of 2.5% to be repaid for ten (10) years with a final payment in 2028.

WHEREAS, the City Council has determined it is in the best interest of the City to forgive the remaining balance identified in the 2021 Financial Statements of the interfund loan to the Water Deprecation Fund, now currently the Water Fund, from the Building Reserve Fund, now currently the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SWEET HOME OREGON THAT:

Section 1. The above recitals are hereby incorporated as findings.

Section 2. The remaining principal balance is hereby forgiven, and interest charges will cease.

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 19th day of September 2023

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

RESOLUTION NO. 23 FOR 2023

A RESOLUTION FORGIVING THE INTERUND LOAN FROM THE STREET IMPROVEMENT FUND TO THE STREET MAINTENANCE FUND.

WHEREAS, ORS 294.468 allows municipal organizations to transfer funds between funds for the purpose of capital loans, and;

WHEREAS, in Resolution No. 28 for 2020, a resolution was passed setting up an interfund loan for \$206,186 at an interest rate of 0% to be repaid with a final payment in 2025.

WHEREAS, the City Council has determined it is in the best interest of the City to forgive the remaining balance identified in the 2021 Financial Statements of the interfund loan to the Street Improvement Fund, now currently the Transportation Fund, from the Street Maintenance Fund, now currently the Transportation Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SWEET HOME OREGON THAT:

Section 1. The above recitals are hereby incorporated as findings.

Section 2. The remaining principal balance is hereby forgiven, and interest charges will cease.

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 12th day of September 2023

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Approving Resolution 22 and 23 to forgive Interfund Loans

Preferred Agenda: September 12, 2023

Submitted By: Kelcey Young, City Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution X Motion Roll Call Other

Relevant Code/Policy: City Budget

Towards Council Goal: Fiscal Responsibility

Attachments: Resolution No. 22 and Resolution No. 23 for 2023

Purpose of this RCA:

Determining whether to forgive interfund loans.

Background/Context:

- A. The City Council approved Resolution No. 19 in 2018 to set up an interfund loan for \$800,000 at an interest rate of 2.5% to be repaid for ten (10) years with a final payment in 2028.
- B. The City Council approved Resolution No. 28 for 2020, to set up an interfund loan for \$206,186 at an interest rate of 0% to be repaid with a final payment in 2025

ORS 294.468 allows municipal organizations to transfer funds between funds for the purpose of capital loans.

The Challenge/Problem:

The ongoing audits and the Finance department have found challenges with balancing the budget and accounts while carrying these loans. Furthermore, it is in the best interest of the financial health of the City.

Stakeholders:

- 1. **Citizens:** A balanced budget can provide for steady services and clear rates.
- 2. **Elected Council:** Keeping the current budget provides for financial stability and clarity for our elected officials.
- 3. **Professional Staff:** Having a clear budget to formulate a work plan will help create alignment in daily operations as staff makes decisions they believe to meet the Council's wishes.

Issues and Financial Impacts:

1. Forgiving the loans will keep the current budget intact and will improve financial stability for future projects.

Elements of a Stable Solution:

A clear Vision Statement, Mission Statement and Goals so staff will be able to develop work plans around them, steering the City's limited resources in the most efficient manner possible.

Options:

1. *Do Nothing*
2. *Make a Motion* to approve Resolution No. 22 and 23 for 2023 forgiving the loans
3. *Suggest a different option*

Recommendation:

It is recommended that the City Council choose option #2 *Make a Motion to approve Resolution No. 22 and 23 for 2023.*



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Approving Resolution 24 to update salary schedules

Preferred Agenda: September 12, 2023

Submitted By: Kelcey Young, City Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution X Motion Roll Call Other

Relevant Code/Policy: City Budget

Towards Council Goal: Fiscal Responsibility

Attachments: Resolution No. 24

Purpose of this RCA:

Determining to approve the updated salary schedule.

Background/Context:

The City of Sweet Home respects and appreciates its employees and recognizes the important role they play in the organization and community's success. The need to *retain and recruit* quality employees and candidates is directly related to the compensation offered.

Section 6 of the City Charter states, "Salaries. The council shall fix the compensation of all city officers and employees."

SHMC 2.48.030 states, "Personnel rules shall be adopted and amended by resolution of the City Council. The rules shall provide means to recruit, select, develop and maintain an effective and responsive work force and shall include policies and procedures for employee hiring and advancement, training and career development, job classification, salary administration, retirement, fringe benefits, discipline, discharge and other related activities. All appointments and promotions shall be made in accordance with the personnel rules without regard to sex, race, color, age, religion or political affiliation; and, furthermore, shall be based on merit and fitness."

The City's Personnel Policy 3(c) states, "To ensure that the City's salary ranges and pay plan are as competitive as possible, salary data studies may be done approximately every three (3) years. Salary information from equivalent public entities will be compared with the City's salary schedule and pay plan. Department Heads should notify the City Manager when conditions warrant a study of certain positions. The City Manager shall conduct or have conducted the appropriate studies and, if feasible, submit a recommendation to the City Council. Any adjustments to the pay plan must be approved by the City Council."

The Challenge/Problem:

The City has recently increased the population to over 10,000 citizens. With this increase comes additional requirements and challenges for City staff. Additionally, the City staff is undergoing a reorganization in order to balance workloads, improve revenue, and increase services. The Department Directors are certain department managers have uneven workloads and discrepancies in salaries. This salary schedule is attempting to make the salaries more consistent.

Stakeholders:

- City of Sweet Home Citizens – These non-represented positions are the leaders of the organization and impact the quality of service offerings of the city. The community will feel the effects of these changes. Citizens also deserve transparency in government.
- City of Sweet Home Staff – These changes aim to improve our market competitiveness in a “job seeker’s economy” given a low unemployment rate. Good employees are hard to find and without a fair salary schedule our ability to recruit and retain quality employees who develop the processes within the organization and continue the push toward an efficient and effective organization is greatly hampered.
- City of Sweet Home City Council – Charter, SHMC 2.48.030 and past policies and past practice dictates that the Council is responsible for personnel rules including salary administration.

Issues and Financial Impacts:

The fiscal year 2024 budget included salary adjustments in-line with these changes

Elements of a Stable Solution:

Sweet Home must have a fair and equitable salary schedule to recruit and retain employees.

Options:

1. Do Nothing
2. Make a Motion to approve Resolution No24
3. Suggest a different option

Recommendation:

It is recommended that the City Council choose option #2 Make a Motion to approve Resolution No. 24

RESOLUTION NO. 24 FOR 2023

A RESOLUTION UPDATING SALARY SCHEDULES FOR NON-REPRESENTED EMPLOYEES.

WHEREAS, the City of Sweet Home wishes to formally adopt a salary plan for its Non-Represented Employees.

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

The attached salary schedules for Non-Represented full-time and part-time positions are adopted for positions currently authorized as shown in Exhibit "A".

This Resolution hereby replaces Resolution No. 21 for 2023 and shall be effective immediately upon passage by the City Council and signature of the Mayor. The salary increases will not be retroactive.

PASSED BY THE City Council and approved by the Mayor this 12th day of September 2023.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

RESOLUTION NO. 24 FOR 2023
EXHIBIT A

SALARY SCHEDULE
July 1, 2023 – June 30, 2024
Updated September 12, 2023
NON-REPRESENTED EMPLOYEES MANAGEMENT

Step Position	A	B	C	D	E	F
COURT ADMINISTRATOR	4,442	4,664	4,897	5,045	5,196	
ACCOUNTANT						
ASSOCIATE PLANNER						
COMMUNICATIONS MANAGER	4,887	5,130	5,387	5,549	5,716	
ADMINISTRATIVE SERVICES DIRECTOR	7,696	8,081	8,485	8,739	9,002	
FINANCIAL OPERATIONS MANAGER						
TOURISM & ECONOMIC DEVELOPMENT COORDINATOR	5,649	5,931	6,228	6,414	6,607	
OPERATIONS MANAGER						
UTILITIES MANAGER	6,213	6,541	6,885	7,091	7,304	
STAFF ENGINEER	5,908	6,204	6,514	6,709	6,911	
LIBRARY DIRECTOR	7,696	8,081	8,485	8,739	9,002	
PUBLIC WORKS DIRECTOR	7,856	8,249	8,661	8,921	9,189	
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	7,856	8,249	8,661	8,921	9,189	
FINANCE DIRECTOR	7,894	8,289	8,703	8,964	9,233	



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Reviewing and Approving the Contract for the Visitor’s Center

Preferred Agenda: September 12, 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: Sweet Home Visitor’s Center Operations Agreement

Purpose of this RCA:

Reviewing and determining whether to approve an agreement with the Sweet Home Chamber of Commerce regarding operations of the Sweet Home Visitor’s Center.

Background/Context:

The City has had an agreement with the Chamber of Commerce to operate a visitor center in the City of Sweet Home. In 2016 the City entered into a contract with the Chamber that defined specific desired outcomes and deliverables for the first time. Since that time the City and Chamber of Commerce have entered into an agreement on an annual basis. Attached is the most recent un-signed agreement, and the agreement from 2022.

The contract changes include:

- Elimination of Saturday Visitor Hours

The Challenge/Problem:

The City of Sweet Home currently provides funding for the visitor’s center. Should the agreement lapse it is possible that Sweet Home would not have a place for visitors to come and learn more.

Stakeholders:

- City Residents. Residents, their friends and family are the funding source through tourism funds and taxes. 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 Mayor to run their day-to-day operations as efficiently as possible. All are fiscally conservative while five are well educated and well spoken.

- Business Community/Chamber of Commerce. Local organization comprised of business owners. The Chamber operates for the benefit of its member businesses and the community as a whole.
- Tourists: Tourists who visit our community may be reliant upon information provided by a visitor center.

Issues and Financial Impacts:

1. The Chamber is dependent upon this funding to operate the visitor center.
2. Tourists and businesses are reliant upon the services the Chamber provides.

Elements of a Stable Solution:

Agreement with the Chamber to operate a visitor center in Sweet Home that is palatable to both entities.

Options:

1. Do nothing. The agreement expired August 30, 2023. Failure to negotiate a new agreement may cause closure of the visitor center/Chamber office during peak visitor hours.
2. Approve the contract as presented. By approving the contract operation of the visitor center will continue with no gap in service.
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

AGREEMENT FOR OPERATION OF THE SWEET HOME VISITOR'S CENTER

This agreement is made and entered into this 2nd day of August, 2023 by and between the CITY OF SWEET HOME, an Oregon municipal corporation, hereafter called the "CITY" and the SWEET HOME CHAMBER OF COMMERCE, an Oregon corporation and independent contractor, hereafter called the "CHAMBER".

In consideration of the mutual covenants and promises set forth herein, the CITY and the CHAMBER mutually agrees as follows:

Section 1: Term: The term of this agreement shall commence on August 2, 2023, terminate on June 30, 2024, and replaces the previous agreement between the City and the Chamber that ended on June 30, 2023. The term of this agreement shall be one year. This agreement shall automatically be renewed on a year-to year basis unless terminated by either Party.

Section 2: Payment: The sum to be paid the CHAMBER by the CITY for services rendered shall be in the amount of \$15,000 (fifteen thousand dollars) and is due to the CHAMBER in three installments of \$5,000. Each installment will be paid to the Chamber by August 31st, December 31st and April 30th.

Section 3: The CHAMBER'S responsibilities: The CHAMBER agrees to provide services to the CITY by staffing and maintaining the Visitor's Center, located at 1575 Main St., Sweet Home. The hours of operation will be generally Tuesday through Friday 9:00 am to 4:00 pm. Hours may be adjusted due to holidays, weather, and other normal business demands. With the cooperation of the building owners, the CHAMBER will be responsible for maintenance of the facilities to present a pleasing visual setting for visitors and the community. The CHAMBER will maintain the interior of the building in a clean and efficient manner. Information for events, maps, businesses, and other community relevant communication will be current and inviting.

Section 4: Insurance: The CHAMBER shall provide the CITY with proof of liability insurance and shall keep such insurance policies in full force and effect.

Section 5: Report: The CHAMBER will provide the CITY with an annual summary of the CHAMBER'S performance of the previous period by the end of each January. The report will contain various metrics that document evidence of tourism supporting functions. The content of this report can and should be modified as appropriate and agreed upon by both parties.

Section 6: Assignment: The responsibility for performing the CHAMBER'S services under the terms of this agreement shall not be assigned, transferred, delegated, or otherwise be referred by the CHAMBER to a third party without the prior written consent of the CITY.

Section 7: Status as an Independent Contractor: In the performance of the work, duties and obligations required of the CHAMBER under this agreement, it is mutually understood and agreed that the CHAMBER is always acting and performing as an independent contractor.

No employee/ employer relationship is created by this agreement. The CHAMBER shall not have any claims under this agreement or otherwise against the CITY for vacation pay, sick leave, retirement benefits, Social Security benefits, Workmen's Compensation benefits, unemployment, or other employee benefits of any kind. The CITY shall neither have nor exercise any control over the methods by which the CHAMBER conducts its work and functions.

Section 8: Applicable laws: The law of the State of Oregon shall be used in construing the agreement and enforcing the rights and remedies of the parties.

Section 9: Withheld Payment: The CITY may withhold any future payment should the CHAMBER not perform the duties as required by this agreement.

Section 10: Termination: Either party, upon written notice to the other party of no less than 90 days, may terminate this Agreement for any reason.

Section 11: Change of Venue: If the CHAMBER moves from the present location the parties agree to renegotiate, if possible, the terms of this agreement.

Section 12: Time: Time is of the essence of this agreement.

Section 13: Merger: There are no other undertakings, promises, or agreements, either oral or in writing, other than that which is contained in this agreement. Any amendments to this agreement shall be in writing and executed by both parties:

IN WITNESS WHEREOF, the parties have executed this Agreement at Linn County, Oregon, the day, and year first above written.

KELCEY YOUNG, City Manager
City of Sweet Home

LAGEA MULL, Executive Director
Sweet Home Chamber of Commerce

SUSAN COLEMAN, Mayor
City of Sweet Home

Christy Duncan, Board of Directors President
Sweet Home Chamber of Commerce

AGREEMENT FOR OPERATION OF THE SWEET HOME VISITOR'S CENTER

This agreement is made and entered into this 8th day of March, 2022 by and between the CITY OF SWEET HOME, an Oregon municipal corporation, hereafter called the "CITY" and the SWEET HOME CHAMBER OF COMMERCE, an Oregon corporation and independent contractor, hereafter called the "CHAMBER".

In consideration of the mutual covenants and promises set forth herein, the CITY and the CHAMBER mutually agrees as follows:

Section 1: Term: The term of this agreement shall commence on March 8, 2022, terminate on June 30, 2023 and replaces the previous agreement between the City and the Chamber that ended on June 30, 2021.

Section 2: Payment: The sum to be paid the CHAMBER by the CITY for services rendered shall be in the amount of \$15,000 (fifteen thousand dollars) and is due to the CHAMBER in three installments of \$5,000. Each installment will be paid to the Chamber within 30 days upon receiving the appropriate report as described in Section 5 of this agreement.

Section 3: The CHAMBER'S responsibilities: The CHAMBER agrees to provide services to the CITY by staffing and maintaining the Visitor's Center, located at 1545 Main St., Sweet Home. The hours of operation will be generally Tuesday through Friday 9:00 am to 4:00 pm, and during peak tourism season, generally Memorial Day through Labor Day, Saturday from 10:00 am to 2:00 pm. The Chamber will open to the public on Monday if volunteers are available. Hours may be adjusted due to holidays, weather, and other normal business demands. With the cooperation of the building owners, the CHAMBER will be responsible for maintenance of the facilities to present a pleasing visual setting for visitors and the community. The CHAMBER will maintain the interior of the building in a clean and efficient manner. Information for events, maps, businesses, and other community relevant communication will be current and inviting. .

Section 4: Insurance: The CHAMBER shall provide the CITY with proof of liability insurance and shall keep such insurance policies in full force and effect.

Section 5: Report: The CHAMBER will provide the CITY, a summary of the CHAMBER'S performance of the previous period by the end of April, August, and December. The report will contain various metrics including:

1. Number and types of visits differentiating between tourism and regular Chamber business,
2. Phone inquiries differentiating between tourism and regular Chamber business,
3. Web hits differentiating between tourism and regular Chamber business,
4. Facebook activity differentiating between tourism and regular Chamber business, if possible,
5. Informational packets distributed differentiating between tourism and regular Chamber business,
6. Zip codes of visitors differentiating between tourism and regular Chamber business,
7. Zip codes of where information packets are sent differentiating between tourism and regular Chamber business,

8. Samples of advertising efforts of the chamber differentiating between tourism and regular Chamber business
9. Other measurable activity.
10. A brief recap of various achievements relative to the CHAMBER'S business plan objectives.
11. Projected activities related to tourism.

The content of this report can and should be modified as appropriate and agreed upon by both parties.

Section 6: Assignment: The responsibility for performing the CHAMBER'S services under the terms of this agreement shall not be assigned, transferred, delegated, or otherwise be referred by the CHAMBER to a third party without the prior written consent of the CITY.

Section 7: Status as an Independent Contractor: In the performance of the work, duties and obligations required of the CHAMBER under this agreement, it is mutually understood and agreed that the CHAMBER is always acting and performing as an independent contractor.

No employee/ employer relationship is created by this agreement. The CHAMBER shall not have any claims under this agreement or otherwise against the CITY for vacation pay, sick leave, retirement benefits, Social Security benefits, Workmen's Compensation benefits, unemployment, or other employee benefits of any kind. The CITY shall neither have nor exercise any control over the methods by which the CHAMBER conducts its work and functions. The sole interest of the CITY is to assure the services covered by this agreement shall be performed in a competent, efficient, and satisfactory manner.

Section 8: Applicable laws: The law of the State of Oregon shall be used in construing the agreement and enforcing the rights and remedies of the parties.

Section 9: Withheld Payment: The CITY may withhold any future payment should the CHAMBER not perform the duties as required by this agreement.


Section 10: Termination: The CITY can terminate this agreement if the CHAMBER does not abide by the terms thereof or upon no funds being available from the CITY to provide payment.

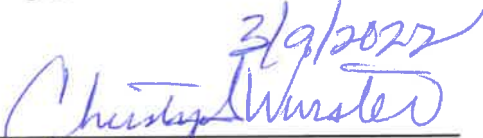
Section 11: Change of Venue: If the CHAMBER moves from the present location the parties agree to renegotiate, if possible, the terms of this agreement.

Section 12: Time: Time is of the essence of this agreement.

Section 13: Merger: There are no other undertakings, promises, or agreements, either oral or in writing, other than that which is contained in this agreement. Any amendments to this agreement shall be in writing and executed by both parties:

CITY OF SWEET HOME


3-8-22
Greg Mahler, Mayor


3/9/2022
Christy Wurster, City Manager Pro Tem

SWEET HOME CHAMBER OF COMMERCE


Christy Duncan, COC Board of Directors


Melody Reese, Chamber Director



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Approving a Personal Services Contract with the Community Services Consortium

Preferred Agenda: September 12, 2023

Submitted By: Kelcey Young, City Manager

Reviewed By: Kelcey Young, City Manager

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

Relevant Code/Policy: City Budget

Towards Council Goal: Fiscal Responsibility

Attachments: Contract for City of Sweet Home-ESG-CV

Purpose of this RCA:

Approve and give the City Manager Authority to Sign the Personal Services Contract with Community Services Consortium (CSC).

Background/Context:

The City of Sweet Home has been working with the community and multiple agencies on creating programs and initiatives to support those experiencing homelessness as well as supporting all members of our community with clean and safe streets.

Linn County reached out to support the City of Sweet Home and to provide funding that is remaining from the ESG-CV grant to be distributed through the Community Services Consortium for up to \$610,708.

This funding is very specific and can only be used to reimburse certain City expenses such as salaries for outreach and security, and purchase certain equipment to be used for outreach and homelessness support. The funding must be expended by September 30, 2023, and all purchases need to be invoiced by that date.

The Challenge/Problem:

The City is experiencing an increase in homelessness which requires more resources for the City to be able to continue to mitigate. Additional resources are needed for outreach, storage, and other basic amenities.

Stakeholders:

1. **Citizens**: Having better amenities supports those community members experiencing homelessness, and having cleaner streets and more outreach helps keep the community clean and safe.
2. **Elected Council**: Providing reimbursed funding, supports the health of our general fund and allows elected officials to review additional projects and resources for other City initiatives.
3. **Professional Staff**: Having better resources allows for cleaner streets, equipment to increase outreach, and more funding to help staff mitigate homelessness concerns.

Issues and Financial Impacts:

1. This agreement provides for up to \$610,708 in increased revenue. Staff is currently working through a combination of reimbursements and new equipment with an estimate of up to \$300,000 being reimbursed into the general fund, and \$310,708 in new equipment to mitigate homelessness concerns.

Elements of a Stable Solution:

Additional funding and support can help support cleaner streets, better outreach, and additional equipment for homeless overflow sites.

Options:

1. Do Nothing
2. Make a Motion to approve the contract and authorize the City Manager to sign.
3. Suggest a different option

Recommendation:

It is recommended that the City Council choose option #2 Make a Motion to approve the contract and authorize the City Manager to Sign.

COMMUNITY SERVICES CONSORTIUM
250 BROADALBIN STREET SW, SUITE 2A
ALBANY, OR 97321
Ph. (541) 928-6335 Fax: (541) 967-9307

Proposal and Contract for Personal Services

THIS PERSONAL SERVICES AGREEMENT (“CONTRACT”) IS MADE AND ENTERED INTO BY AND BETWEEN COMMUNITY SERVICES CONSORTIUM (“CSC”), A COMMUNITY ACTION AGENCY, AND THE UNDERSIGNED CONTRACTOR (“CONTRACTOR”) (TOGETHER “THE PARTIES”).

CONTRACTOR:	<u>CITY OF SWEET HOME</u> <u>3225 MAIN STREET</u> SWEET HOME, OR 97386	8/1/2023		
PERSONAL SERVICES (“WORK”):	PROVIDE SUPPORT SERVICES, SUPPLIES, AND STAFFING TO LOCAL SHELTERS IN SWEET HOME, OR UTILIZING ESG-CV FUNDS.			
LOCATION:	SWEET HOME, OREGON			
PHONE NUMBER:	541-367-8969			
<u>KELCEY YOUNG, CITY MANAGER, KYOUNG@SWEETHOMEOR.GOV</u>				
<p>WORK. (“Contractor”) will provide the following personal services (“Work”) to Community Services Consortium (“CSC”) (attach additional sheets if necessary): Contract to run <u>August 1, 2023 through September 30, 2023.</u> Invoices are allowed for billable materials and services back to January 1, 2021 per Oregon Housing and Community Services.</p> <p>1. The duties and responsibilities of Contractor are to support emergency shelters and homeless outreach activities in Sweet Home, Oregon. Funded activities include shelter operations and support services; supplies, and equipment purchases as per the guidelines of the ESG-Covid federal funding. Shelters assisted will collect data on all guests served and perform data entry into HMIS within 48 hours of placement or discharge. Contractor will submit invoices monthly to CSC for staffing charges, operating expenses, and supplies as outlined in the Work Scope below. All reimbursement requests must be approved by CSC prior to payment. Purchases must conform with applicable federal procurement rules.. All supplies must be purchased no later than September 30, 2023.</p> <p>2. The duties and responsibilities of CSC are to reimburse Contractor for all approved expenses. CSC shall also review data entry for completeness and monitor sub-recipient in accordance with requirements set for by Oregon Housing and Community Services.</p> <p>Unless specifically stated otherwise above, the Work does not include costs for transporting clients to/from motels.</p>				
CONTRACT PRICE. CSC will pay Contractor the following amounts for the Work (“Contract Price”):				
Work Scope	Description	Quantity	Unit Cost	Extension (Total Cost)
Provide support service staffing, supplies, and operating expenses for Sweet Home emergency shelters and homeless outreach activities.	Staffing, shelter supplies, utilities, equipment as needed to support shelters and rural outreach to the unhoused.	TBD	Actual cost reimbursement of materials and services.	Not to exceed \$610,708
TOTAL AWARD				\$610,708

TERMS.

1. Schedule of Performance.

- 1.1 This Contract shall terminate on October 1 2023 unless extension for funding is given by Oregon Housing and Community Services (funder).
- 1.2 The parties agree to perform the work in accordance with the schedule in Attachment B, "Guidelines & Invoicing"

2. Payment.

- 2.1 Contractor shall submit billings by the 10th day of each Month.
- 2.2 CSC shall pay Contractor by the 20th day of each Month for the prior month's approved billing amount.

3. Future Amendment to Contract.

- 3.1 CSC may approve additional funding under this grant if available and allowable under ESG-CV 2 regulations and guidelines.
- 3.2 All services and expenses must be completed and/or purchased by September 30, 2023.

These terms are subject to the Terms and Conditions of this Contract.

THIS WRITTEN CONTRACT, INCLUDING THE ATTACHED TERMS AND CONDITIONS AND ATTACHMENTS, CONTAINS THE ENTIRE CONTRACT BETWEEN CONTRACTOR AND CSC, AND NO OTHER ORAL OR WRITTEN INDUCEMENT OR PROMISE HAS BEEN MADE TO OR EXTENDED FROM EITHER PARTY AS A PART OF THIS CONTRACT.

DATED: _____

COMMUNITY SERVICES CONSORTIUM

Signature: _____

Print: Pegge McGuire

Title: Executive Director

ACCEPTANCE

Contractor accepts this Contract by returning this Contract signed below to CSC. Upon acceptance, Contractor agrees to be bound by the Terms and Conditions printed below. If acceptance fails to occur within twenty (20) days of the date above, this Contract is void unless accepted by CSC.

ACCEPTANCE DATED: _____

CONTRACTOR: CITY OF SWEET HOME

Signature: _____

Print: _____

Title: _____

TERMS AND CONDITIONS

1. **WORK.** Contractor will provide all personal services necessary to complete the Work. In the event Contractor must perform extra or additional work, or is delayed as a result of extra or additional work, the Contract Price and/or time for performance will be adjusted as provided below.
2. **STANDARD OF CARE.** Contractor shall comply with applicable standards of professional care in the performance of the Work. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the Work.
3. **TIME.** Subject to the termination provisions of this Contract in Section 26, this Contract commences once executed by the Parties and terminates as described in Section 1.1 (“Schedule of Performance”) above.
4. **CHANGES IN THE WORK.** The Contract Price and time for completion of the Work will be equitably adjusted for changes in the scope of the Work resulting from additional work requested in writing by CSC. Contractor may refuse to perform extra or additional work until CSC provides written authorization. For all extra or additional work performed under this Contract, unless otherwise agreed to in writing by the parties, the Contract Price will be increased by the amount of Contractor’s direct costs plus ten percent overhead and five percent profit. The Contract Price will be reduced by the direct costs saved as a result of Work deleted.
5. **PAYMENTS.**
 - a. CSC shall pay Contractor for and in consideration of the faithful performance of the Work, and Contractor shall accept from CSC as and for compensation for the faithful performance of the Work, the fees outlined in “Contract Price” above.
 - b. Contractor shall make and keep reasonable records of work performed pursuant to this Contract and shall provide detailed monthly billings, including receipts for each motel room, to CSC.
 - c. Following approval by the CSC manager, CSC shall pay the undisputed amount of each billing in full within ten (10) days of receipt thereof.
 - d. CSC shall notify Contractor of any disputed amount within five (5) days from receipt of the invoice, and give reasons for the objection. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.
 - e. CSC may suspend or withhold payments if Contractor fails to comply with requirements of this Contract.
6. **CONFLICT OF INTEREST.** Each party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Each party further covenants that in the performance of this contract, no person having such interest will be employed.
7. **INDEPENDENT CONTRACTOR.** This is not a Contract of partnership or employment of Contractor or any of Contractor’s employees. Contractor is an independent contractor for all purposes under this Contract, and in accordance with the standards prescribed in ORS 670.600. Contractor is not entitled to any benefits that are provided by CSC to CSC employees.
8. **SUCCESSION.** This Contract inures to the benefit of and is binding upon the Parties and such parties’ partners, successors, executors, administrators and assigns.
9. **ASSIGNMENT.** Contractor shall not assign this Contract without the express written consent of CSC. Contractor shall not assign Contractor’s interest in this Contract or enter into subcontracts for any part of the Work without the prior written consent of CSC.
10. **INSURANCE.** Contractor shall maintain insurance in full force and effect throughout the term of this Contract and in accordance with Attachment A, “Insurance Requirements.”

11. **CONFIDENTIALITY.** Contractor shall maintain the confidentiality, both external and internal, of confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
12. **DOCUMENT OWNERSHIP.** All work products, including, but not limited to documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of CSC under this Contract will become the property of CSC upon acceptance of the Work and payment for such services by CSC. CSC assumes the risk of any reuse or alteration of any work produced under this Contract, except as contemplated herein.
13. **PUBLICITY.** Contractor shall not use any data, pictures, or other representations of CSC in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from CSC.
14. **INDEMNITY.** To the fullest extent permitted by law, Contractor and CSC will defend, indemnify, and hold harmless the other for, from and against all claims, causes of action or suit, damages, liability, losses, and expenses, including, but not limited to, attorney fees and personnel costs, arising out of or resulting from the performance of the Work, provided that any such claim, cause of action or suit, damage, liability, loss, or expense is attributable to death or bodily injury to persons or damage to property, including the loss of use resulting therefrom, to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the indemnitor, or the fault of the indemnitor's agents, representatives or subcontractors. Such obligation will not be construed to negate or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Contract. No termination will affect any other rights or remedies of Indemnitees hereunder or relieve Contractor or CSC from any consequences or liabilities arising from such acts or omissions.
15. **NOTICE.** The Parties shall send all notices, bills and payments in writing and by either personal delivery or mail to the address(es) listed in the Contract. Parties shall send all notices or communications required or permitted as a part of this Contract in writing (unless another verifiable medium is expressly authorized) and is to be deemed delivered, as applicable when:
 - a. Actually received
 - b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - c. Upon receipt by sender of proof of email delivery; or
 - d. If not actually received, ten days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Contract or other such address as the party may have designated by notice or Contract amendment to the other party sending the notice.
16. **DEFAULT.**
 - a. A party will be in default under this Contract if that party fails to comply with any provision of this Contract within ten days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten day period and proceeds to cure the breach as soon as it is practicable.
 - b. Notwithstanding ("a") above, CSC may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.
17. **GOVERNING LAW.**
 - a. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon.

- b. Contractor shall comply with all applicable Federal, State, County and local laws, ordinances, rules and regulations in the performance of the Services under this Contract, including but not limited to the laws related to Worker’s Compensation, Occupational Safety and Health and the Environment.
 - c. Contractor is a “subject employer” as defined in ORS 656.005, and shall comply with ORS 656.017.
- 18. **FORUM/VENUE.** Litigation is to be conducted in the Circuit Court of the State of Oregon for Linn County.
- 19. **MEDIATION.** The Parties agree that, except for claims for indemnity, any dispute that may arise under this Contract will be submitted to a mediator agreed to by both parties as soon as reasonable after such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation will occur at the place where the Project is located and the parties will share mediator’s expenses equally. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 20. **ARBITRATION.** The Parties agree that all disputes not settled through mediation will be settled exclusively by arbitration through the Arbitration Service of Portland, Inc., in accordance with the Rules of the Arbitration Service of Portland, Inc. The decision of the arbitrator(s) will be final and binding upon both parties. The dispute resolution clauses of this Contract do not affect Contractor’s right to make any filings or take any action necessary to preserve and enforce Contractor’s statutory lien rights.
- 21. **ATTORNEY FEES.** Should either party employ an attorney to institute suit or action or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, to collect damages for breach of this Contract, or to enforce any arbitration award or settlement agreement, the prevailing party will be entitled to recover from the other party reasonable attorney fees, costs, charges, and expenses incurred at hearing, trial, on appeal, or otherwise in an amount to be determined by the arbitrator or court.
- 22. **CONSEQUENTIAL DAMAGES.** Neither party is liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party’s breach of contract, willful misconduct, negligent act or omission, or other wrongful act.
- 23. **SEVERABILITY.** The partial or complete invalidity of any one or more provisions of this Contract will not affect the validity and continuing force and effect of any other provision.
- 24. **CANCELLATION OR TERMINATION.** Except as otherwise set forth herein, in the event of cancellation or termination of this Contract, CSC will make payment to Contractor for all services performed prior to the termination or cancellation of this Contract.
 - a. Services and obligations of this Contract may be terminated at any time, in whole or in part, with or without cause, by CSC within its sole discretion upon thirty (30) days written notice to Contractor.
 - b. Contractor may terminate this Contract for material breach by CSC provided CSC has not cured said breach within thirty (30) days after written notification of breach by Contractor; provided, however, that if the nature of CSC’s breach is such that more than thirty (30) days are required to cure such breach, CSC will not have breached the contract if CSC commences a cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Contractor must notify CSC in writing in the event Contractor believes CSC failed to cure said breach within such thirty (30) day period. In the event CSC believes in good faith it has cured said breach, the Parties will utilize the dispute resolution process herein prior to Contractor terminating this Contract.

- c. CSC may terminate this Contract for material breach by Contractor provided Contractor has not cured said breach within thirty (30) days after written notification of breach by CSC; provided, however, that if the nature of Contractor's breach is such that more than thirty (30) days are required to cure such breach, Contractor will not have breached the contract if Contractor commences a cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If CSC terminates this Contract in accordance with this paragraph, then CSC will only be liable to pay for Work satisfactorily rendered prior to termination, as determined through the dispute resolution process herein.
25. **MERGER.** This Contract contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements regarding the Work described herein.
26. **WAIVER AND AMENDMENT.** No waiver, modification or amendment of any term, condition or provision of this Contract will be valid or of any force or effect unless made in writing, signed by the Parties, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification or amendment in any instance or instances in no event are to be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same are to be strictly limited and restricted to the extent and occasion specified in such signed writing or writings. The failure of either Party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Contract, or to exercise any right herein, will not be construed as a waiver or relinquishment of such term, condition, or right with respect to further performance.

**ATTACHMENT A
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to CSC in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by CSC shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY	REQUIRED FOR THIS CONTRACT
General Liability Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advert. Inj. \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 <p style="text-align: center;">YES</p>		
Please indicate if Claims Made or Occurrence		
Automobile Liability	Combined Single – covering any vehicle used on CSC business \$1,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____	YES
Professional Liability	Per occurrence \$500,000	YES
	Annual Aggregate \$500,000	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name CSC, its officers, agents and employees, as additional insureds and shall provide CSC with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name CSC as an additional insured but must list CSC as a certificate holder and provide a thirty (30)-day notice of cancellation to CSC.

Certificates of Insurance shall be forwarded to:

CSC
 Attention: Finance Director
 Address: 250 Broadalbin Street SW, Suite 2A, Albany, OR 97321

Contractor agrees to deposit with CSC, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy CSC that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with CSC during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

ATTACHMENT B

Invoicing

Contractor shall submit monthly invoices to CSC for costs described in Contract Price section above, under the following parameters:

- All requests for reimbursement must be accompanied by an invoice from Contractor as well as copies of all expense receipts.
- Requests for staffing costs must be accompanied by copies of timesheets or other records of hours spent on grant-related activities.
- Purchases of vehicles and equipment exceeding \$5,000 must be pre-approved by Oregon Housing and Community Services and CSC. No reimbursement shall be made for such purchases that were not pre-authorized.
- Materials and services reimbursed under this subcontract may be dated from January 1, 2021, through September 30, 2023 as long as the activities are documented to be in support of the activities allowed under this program funding.

All invoices and backup documents must be submitted monthly via email to:

Dina Eldridge
deldridge@communityservices.us

Data Entry & Reporting Expectations

- Shelter shall enter shelter guest data into designated Provider on the approved Housing Management Information System (HMIS) within 48 hours of check in and check out in keeping with the policies of the Continuum of Care and OHCS. Shelter's data entry staff shall also update the client's Coordinated Entry records per the policies of the CoC.
- All guests should be asked to complete a Coordinated Entry Assessment if one is not already in the CE system. Guests who decline may not be denied services, however, based solely on their refusal to submit to assessment.
- Data collected must meet all CoC and OHCS requirements for state funding.
- Shelter is expected to maintain a less than 5% error rate on all Homeless Management Information System (HMIS) data entered activities with no omissions.
- Shelter shall designate staff who have been trained in HMIS processes to be responsible for timely and complete data entry for all shelter guests. Under no circumstances shall Contractor allow untrained personnel to access to or enter or alter data on HMIS.
- Shelter must observe all required cyber security protocols to secure client data, both written and electronic.

Low Barrier Expectations

Faith-based organizations funded under this sub-grant shall not require shelter guests to attend religious services as a condition of the shelter stay. Admission to shelter is expected to be low barrier and avoid requirements for sobriety at entry, though guests can be expected to follow shelter rules regarding substance use while housed. Shelter may not discriminate on the basis of race, ethnicity, religion, national origin, or gender identity and must follow all Fair Housing laws in place for the state of Oregon and county of Linn.

**Contract Addendum
For
City of Sweet Home, Oregon**

“Subrecipient” is defined as the Contractor identified in the Personal Services Contract previously signed (Unity Shelter, Inc.).

In addition to the terms of the Contract dated August 1, 2023 for services contracted by CSC utilizing state Homeless Response & Prevention Services funds, the following terms are to be added in order to satisfy Oregon Housing and Community Services (OHCS) requirements, including regulations pertaining under 2 CFR 200.330 to 332.

Accounting Requirements

Sub recipient shall prepare and maintain accurate financial records documenting all expenditures made from funds provided under this Agreement. These records shall include financial and audit reports for the applicable accounting period for the program, including adjustments to reconcile the accounting records.

CSC shall reimburse expenditures of sub recipients under this Agreement only if they are:

- 1) In payment of eligible activities or services performed under this Agreement.
- 2) In payment of services performed or supplies delivered during the applicable program period;
- 3) In the aggregate not in excess of 100% of the funds provided to the respective applicable grant program under this Agreement; and
- 4) Not for duplicate payment for the same activities or services under both this Agreement and any other contract or agreement with sub recipients.

Monitoring

Subrecipient shall be monitored by CSC no less than once during the term of Contract. Subrecipients shall provide documentation on clients served with program funds to prove eligibility if direct services have been provided. If staffing costs have been reimbursed, sub recipient shall provide documentation supported by properly executed payroll and time records for staff paid with pass through funds. Further, OHCS may require such other information as it deems necessary or appropriate in its sole discretion.

Sub recipients shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in OHCS’ Record Retention Schedule, as may be modified from time to time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

Documentation of client eligibility and services received must be maintained in client case files (paper or electronically) and include an assessment related to housing barriers and the services/assistance provided to address such barriers. Sub recipient shall retain and keep accessible all such program records, client records, books, documents, papers, plans, and writing for a minimum of **seven (7) years** after final payment or service to client.

Audits

If required by OHCS, CSC shall, and shall require and cause its sub recipients to, submit to OHCS satisfactory financial and compliance audits for the periods covered by the grants. This requirement is in addition to any audit requirements set forth by OMB.

Allowable Activities

This funding allows for services related to providing Emergency Shelter activities.

- “Emergency shelter” is defined as any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.
- Emergency shelter is inclusive of hotel/motel voucher programs which provide shelter to those who cannot be served by local congregate shelters due to lack of bed availability, lack of accessibility or accommodation, or where no suitable shelter options exist.

Eligibility

Shelter funds may only be used to assist homeless clients who meet the following criteria:

Category 1: Literally Homeless—Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not exclusive to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); **OR**
- Exiting an institution where he or she has resided for 90 days or less **AND** who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; **AND**
- Lacks the resources or support networks to obtain other permanent housing.

There is no income limit imposed for clients receiving shelter services with this funding.

Data Entry Requirements

Emergency or transitional shelters, day or mass shelters, or hotel/motel vouchers are required to collect data and report outcomes using the Entry/Exit method of data collection.

Shelters which meet the three criteria below may be set up in HMIS to use the Night-by-Night method of tracking shelter use:

- The shelter serves a large number of clients on a nightly basis;
- Clients are permitted to spend nights at the shelter on an irregular basis; and
- There is a high degree of client turnover.

Regardless of the method used to track shelter use, CSC must be able to determine who and how many people were served by a shelter or shelter type for any given night, based on HMIS data.

HMIS Universal Data Elements that must be collected include, but are not limited to:

1. Name
2. Social Security Number [client can select Refused or Doesn't Know]
3. Date of Birth
4. Race
5. Ethnicity
6. Gender
7. Veteran Status
8. Disabling Condition
9. Living Situation
10. Project Entry Date
11. Project Exit Date
12. Destination
13. Personal ID [generated by HMIS]
14. Household ID [generated by HMIS]
15. Relationship to Head of Household
16. Client Location [505—Balance of State CoC]

Date requirements vary depending upon funder requirements and are subject to change. If additions to required elements are deemed necessary by funder and/or HUD, Shelter shall be expected to collect and enter all additional data onto HMIS for reporting purposes.

Subrecipient must allow CSC access to their HMIS client data to meet reporting requirements. Upon request, sub recipient shall send a list of clients served to CSC for verification purposes. HMIS Client ID numbers may be used instead of names to protect client identities.

Termination of Agreement

Subrecipient agreements are subject to termination upon such a directive to CSC by OHCS. OHCS shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subrecipients are considered independent contractors and are not agents of OHCS or CSC.

DATED:

COMMUNITY SERVICES CONSORTIUM

Signature: _____

Print: Pegge McGuire

Title: Executive Director

ACCEPTANCE

Contractor accepts this Contract Addendum by returning this Addendum signed below to CSC. Upon acceptance, Contractor agrees to be bound by the Terms and Conditions printed below. If acceptance fails to occur within twenty (20) days of the date above, this Contract is void unless accepted by CSC.

ACCEPTANCE DATED: _____

CITY OF SWEET HOME

Signature: _____

Print: _____

Title: _____