



# CITY OF SWEET HOME CITY COUNCIL AGENDA

October 11, 2022, 6:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

## Mission Statement

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

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## Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 971-230-2871, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID:473 954 605#

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

### I. Call to Order and Pledge of Allegiance

### II. Roll Call

### III. Consent Agenda:

- a) Approval of Minutes:
  - i) [2022-09-13 City Council Meeting Minutes](#)
  - ii) [2022-09-27 City Council Minutes - ES](#)
  - iii) [2022-09-27 City Council Minutes](#)

### IV. Recognition of Visitors and Hearing of Petitions:

### V. Old Business:

- a) [INFORMATION ONLY: FAC Managed Outreach and Community Resource Facility Update](#)

### VI. New Business:

- a) [Request for Council Action - Mountain Fir Right-of-Way Dedication](#)
- b) [Request for Council Action - Rio Theater OLCC Liquor License Application](#)
- c) [Request for Council Action - ODOT Rail and Public Transit Division Agreement 35384](#)

### VII. Ordinance Bills

### VIII. Reports of Committees:

Ad Hoc Committee on Health

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

Administrative and Finance/Property  
Area Commission on Transportation  
Chamber of Commerce  
Charter Review Committee  
Council of Governments  
Legislative Committee  
Library Advisory Board  
Park and Tree Committee  
Solid Waste Advisory Council  
Youth Advisory Council

**IX. Reports of City Officials:**

Mayor's Report  
City Manager's Report

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

Library Services Director

i) [Monthly Library Report - September 2022](#)

Community and Economic Development Director

i) [Community & Economic Development Department Monthly Report for September, 2022](#)

Public Works Director

i) [Monthly Report](#)

ii) [Mahler WRF Improvement Project Monthly Report](#)

City Attorney

**XI. Council Business for Good of the Order**

**XII Adjournment**



# CITY OF SWEET HOME CITY COUNCIL MINUTES

September 13, 2022, 6:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WiFi Passcode: guestwifi

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## Mission Statement

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

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## Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will not be opportunity for public input via the live stream for this meeting due to staffing. 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 5971-203-2871, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: 321 716 901#

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.

## Call to Order and Pledge of Allegiance

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

### Roll Call

#### PRESENT

Mayor Greg Mahler  
President Pro Tem Diane Gerson  
Councilor Dave Trask  
Councilor Lisa Gourley  
Councilor Susan Coleman

#### ABSENT

Councilor Angelita Sanchez  
Councilor Dylan Richards

YAC Representative Tea Herrera

#### STAFF

Interim City Manager / Police Chief Jeff Lynn  
Public Works Director Greg Springman  
Community and Economic Development Director Blair Larsen  
Library Services Director Megan Dazey  
Interim Finance Director Matt Brown

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City Attorney Robert Snyder  
Police Captain Jason Ogden

Motion made to approve the absence of Councilor Sanchez and Councilor Richards by Councilor Gourley, Seconded by Councilor Coleman.

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

**Consent Agenda:**

Motion made to approve the Consent Agenda by President Pro Tem Gerson, Seconded by Councilor Gourley.

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

Approval of Minutes:

- a) 2022-08-30 City Council Meeting - SP

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

Josh Victor, 4404 Wiley Creek, addressed the Council with concerns regarding RVs and people living in vehicles. Josh reported damage to his property by individuals living out of RVs. There was discussion regarding the issue by the Chief of Police and the Council. Josh Victor reported damage to three of his properties in the last month alone.

Vince Adams, 809 Mountain View Road, suggested an ordinance that requires an RV be parked on private property only or be ticketed and removed. Mr. Adams reported speeding vehicles in the school zone.

Councilor Gourley asked staff why log trucks don't park on streets and how that would relate to RVs. Staff reported loaded log trucks are not allowed. Community and Economic Development Director Larsen stated other cities have similar ordinances regarding RV parking and staff will research and return to Council with some options to consider.

Nancy Patton, 3041 Foothills Drive, suggested the Council to get out in the community to hear concerns and hold a State of the City meeting. Nancy Patton invited the Council to the Chamber After Hours Event at her business. Mayor Mahler thanked Nancy Patton for her involvement in the community.

David Lowman, 2230 Main Street, suggested the Council hold their meetings outside of City Hall and take the public meetings to the public.

Janice Stuney, 1835 Ames Creek Road, reported speeding vehicles on Ames Creek Road. She thanked Community and Economic Development Director Blair Larsen for taking care of a Code Enforcement Issue.

- a) Presentation - Government Portfolio Advisors

The presentation from Government Portfolio Advisors was rescheduled for the next meeting.

- b) Finance Department Update - Matt Brown Consulting

Interim Finance Director Matt Brown presented an update on the Finance Department. Matt Brown provided a written report and recommendation to City Manager Pro Tem Christy Wurster and City Manager Interim Chief Jeff Lynn.

Matt Brown begin with an update on the Finance Director recruitment.

He reported the current salary schedule is a little low based on his evaluation.

Bank reconciliation are being completed by a third party on several accounts. Mr. Brown is completing the reconciliation on the main account. Those reconciliations are necessary to complete the audit.

Matt Brown stated there were a lot of recommendations to move to best practice, those were

not implemented due to waiting for the new City Manager.

Councilor Dave Trask asked if there were issues found in the Finance Department. Matt Brown stated there were no issues with funds in the wrong account or such, but did feel there were areas where City policy was not followed. He referred to the bank reconciliations which best practice would be only going a few months, not an entire year.

Councilor Dave Trask asked about the audit. Matt Brown stated the audit is usually submitted to the State by the end of the calendar year. He added that there is leniency due to COVID and many cities don't meet the deadline due to all the requirements the auditors need to complete prior to submitting. He reported the State sends warnings and Sweet Home did receive a warning. Matt Brown stated the City had the required information to the auditors prior to the August submittal to the State.

Councilor Gerson asked if a Supplemental Budget was necessary and Matt Brown stated it is likely. He explained the process for a Supplemental Budget.

### **Old Business:**

### **New Business:**

- a) Request for Council Action - Resolution 30 for 2022 Harvest Festival Road Closure Approval  
Community and Economic Development Director Blair Larsen announced the Harvest Festival is October 1st. He introduced the resolution to close and adjacent street for safety. Residents will have access.  
Motion made to approve Resolution No. 30 for 2022 by Councilor Coleman, Seconded by President Pro Tem Gerson.  
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman
- b) Request for Council Action - Liquor License Application - Midway Market Change of Ownership  
Police Chief Jeff Lynn reported Midway Market is changing ownership. Captain Jason Ogden reported the police reviewed the application and found no reason to deny the application.  
Motion made to recommend approval for the OLCC License for Midway Market by President Pro Tem Gerson, Seconded by Councilor Trask.  
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman
- c) Request for Council Action - County Foreclosure on Real Property City Has Liens On.  
City Attorney Robert Snyder explained there is a property in Sweet Home that is scheduled to foreclose due to owed taxes. The City has an interest in the property due to \$26,000 owned as a lien on the property. The property is valued at \$200,000.  
City Attorney Robert Snyder stated a special meeting could be held on September 21st to make a decision if the owners have not paid the taxes yet. Consensus of the Council was to hold a Special Meeting if needed.
- d) Request for Council Action - Out of State Travel Request.  
Library Services Director Megan Dazey requested authorization for out of state travel. The Sweet Home Public Library has been selected to receive free design from the Library Design Conference in Missoula Montana. The library would receive free architect work to create a possible design. No site selection is necessary. The travel cost would be \$600 for airfare and one night stay. The conference registration is free.

Motion made to approve the out of state travel request by to Councilor Coleman, Seconded by President Pro Tem Gerson.

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

## Ordinance Bills

### Request for Council Action and First Reading of Ordinance Bills

- a) Request for Council Action - Ordinance No. 6 for 2022 - An Ordinance Annexing Territory within the Urban Growth Boundary and Amending the Official Zoning Map and Declaring a Need for an Expediency Clause

The Public Hearing was opened at 7:47 PM.

The Staff Report was presented by Community and Economic Development Director Blair Larsen. The Planning Commission held a Public Hearing and recommended the City Council approve the application.

Mayor Mahler asked the Council if they had any Conflict of Interest, Exparte Information or Personal Bias. There was none.

Testimony in Favor - Catherine Thrash, 1118 47th Avenue, stated she is the owner of the property. Her septic has failed and Linn County will not approve a new septic due to the close proximity to the City.

Testimony in Opposition - None

Neutral Testimony - None

The Public Hearing was closed at 7:52 PM.

Motion made to approve the application for annexation by Councilor Coleman, Seconded by Councilor Gourley.

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

Ordinance No. 6 for 2022 was read in its entirety.

Motion to read Ordinance No. 6 for 2022 by title only for the second reading immediately made by Councilor Gourley, Seconded by Councilor Coleman.

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

Ordinance No. 6 for 2022 was read by title only.

Motion to read Ordinance No. 6 for 2022 by title only for the third and final reading made by Councilor Coleman, Seconded by Councilor Gourley.

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

### Second Reading of Ordinance Bills

- a) Ordinance Bill No. 5 for 2022 - Ordinance No \_\_\_\_\_. Sweet Home Ordinance Repealing Titles 16,17 and Portions of Title 15, Replacing them with a New Development Code, and Adopting Amendments to the Comprehensive Plan, Comprehensive Plan Map, and Zoning Map

Ordinance Bill No. 5 for 2022 was read by title only.

Motion to move Ordinance Bill No. 5 for 2022 to third and final reading made by Councilor Gourley, Seconded by Councilor Coleman.  
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman

Third Reading of Ordinance Bills (Roll Call Vote Required)

**Reports of Committees:**

Ad Hoc Committee on Health

Administrative and Finance/Property

Area Commission on Transportation

Chamber of Commerce

Charter Review Committee

Council of Governments

Legislative Committee

Library Advisory Board

Park and Tree Committee

Councilor Trask reported he and Bob Dalton visited a site to look at a replacement building for Sankey Park. The Park and Tree Committee will be looking at grant opportunities.

Solid Waste Advisory Council

Youth Advisory Council

**Reports of City Officials:**

Mayor's Report

Mayor Mahler commended staff especially in Public Works and the Police Department for their readiness during the Blackout Event.

City Manager's Report

Chief Jeff Lynn stated the Blackout Event was a great "practice event" that went well with little impact. Chief Lynn reported Department Heads played an important role in Emergency Management.

Public Works Director Greg Springman reported on the event which staff believes may be a new norm for the future. Staff worked with other agencies including the Sweet Home School District, Sweet Home Fire and Ambulance, and Linn County Emergency Operations with a common goal of getting thru the event. Things learned during the event were reported to the Council including the capacity of the water treatment plant generator hookups. Recommendations included improvements to the communications tower which runs the communications for the Police Department and Public Works. Staff recommends using the Jim Riggs Community Center in the event of an emergency.

Councilor Susan Coleman commended staff on how quickly they acted. Public Works Director Greg Springman commended Tommy Robey and Steven Haney. Police Chief Jeff Lynn added his thanks to the Sweet Home School District. Chief Lynn stated the importance of a fuel station in a crisis event for emergency services. Councilor Gourley thanked the Mayor for his leadership during the event.

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

Library Services Director

- a) August, 2022 Monthly Report

Community and Economic Development Director

- a) August, 2022 Department Report

Public Works Director

- a) Mahler WRF Project Monthly Report
- b) August, 2022 Monthly Report

Councilor Gerson thanked Public Works Director Springman for the information in the report. Councilor Gerson requested ADA entries to City Hall.

Mayor Mahler stated his concerns of the quality of work during the ODOT ADA Ramp Project. There was discussion regarding the project.

Councilor Coleman asked staff about the high flow event. Public Works Director reported on the event that led to the bug life at the plant being eliminated by a chemical dumped into the storm drain by someone unknown. As staff was trying to reverse the damage, they were in contact with DEQ, as well as released educational information to the community hoping to prevent another event. If there is another high flow event, Public Works Director Springman will visit several locations to try to determine the cause.

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

Finance Director

Police Chief

City Attorney

No Report

**Council Business for Good of the Order**

Councilor Gerson reported Showcase will hold a reception on Friday morning at 10am.

Councilor Susan Coleman stated that she was approached by a member of the public asking her to censor a fellow councilor. Councilor Coleman reminded the Council of the Council Rules and read the rules regarding how to act towards each other. She reminded Council to treat others with dignity, including each other and community members.

**Adjournment**

The meeting adjourned at 8:32 PM.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



# CITY OF SWEET HOME CITY COUNCIL EXECUTIVE SESSION MINUTES

September 27, 2022, 5:30 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.

**Please sign in if you wish to speak as Executive Sessions are not open to the public.**

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## Meeting Information

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

### Roll Call

#### PRESENT

Mayor Greg Mahler  
President Pro Tem Diane Gerson  
Councilor Dave Trask  
Councilor Lisa Gourley  
Councilor Susan Coleman  
Councilor Angelita Sanchez  
Councilor Dylan Richards

#### MEDIA

Benny Wescott, The New Era

#### STAFF

City Manager Kelcey Young  
Interim Finance Director Matt Brown  
Communications Officer Penny Leland  
Captain Jason Ogden  
Administrative Services Manager Julie Fisher

The Sweet Home City Council will now meet in Executive Session to consider and discuss advice provided by legal counsel.

The executive session is held pursuant to ORS 192.660 (2) (d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations

Official representatives of the news media and designated staff shall be allowed to attend the Executive Session. All other members of the audience are asked to remain outside the room during the Executive Session. Representatives of the news media are specifically directed not to report on any of the discussions during the executive session, except to state the general subject of the session as previously announced. No formal actions may be taken in executive session.

Formal actions to be taken, if any, as a result of the Executive Session will be conducted during the Council's regular session.

Mayor Mahler read the Executive Session Announcement. There were no decisions made during the Executive Session.

**Adjournment**

The meeting adjourned at 5:50 PM.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



# CITY OF SWEET HOME CITY COUNCIL MINUTES

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## Call to Order and Pledge of Allegiance

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

## Roll Call

### PRESENT

Mayor Greg Mahler  
President Pro Tem Diane Gerson  
Councilor Dave Trask  
Councilor Lisa Gourley  
Councilor Susan Coleman  
Councilor Angelita Sanchez  
Councilor Dylan Richards

### MEDIA

Benny Westcott, The New Era

### STAFF

City Manager Kelcey Young  
City Attorney Robert Snyder  
Police Captain Jason Ogden  
Administrative Services Manager Julie Fisher  
Interim Finance Director Matt Brown  
Public Works Director Greg Springman  
Community and Economic Development Director Blair Larsen  
Operations Manager Steven Haney

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

## **Consent Agenda:**

### Approval of Minutes:

- a) 2022-08-30 City Council Meeting - SP

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

- a) Swearing In - City Manager - Kelcey Young  
Mayor Mahler swore in Kelcey Young to the position of City Manager.
- b) Swearing In - Interim Chief of Police - Jason Ogden  
City Manager Kelcey Young swore in Captain Jason Ogden as Interim Police Chief. Interim Jason Ogden introduced himself and his family. Mrs. Ogden pinned the badge on her husband.
- c) Presentation - Grove, Mueller, and Swank - FY 21-22 Audit  
The Presentation by Grove, Mueller, and Swank was postponed until October 11, 2022.
- d) Presentation - Government Portfolio Advisors  
The presentation from Government Portfolio Advisors was postponed until October 22, 2022.

### **Old Business:**

- a) Request for Council Action – Railroad Depot  
Public Works Director Greg Springman presented the request for Council decision on the old railroad depot building. The building needs to be moved and to do so would be costly. The City has tried to find an interested party in rehabilitating the depot with no success. Staff is requesting the depot be demolished.  
  
Motion made by President Pro Tem Gerson, Seconded by Councilor Richards.  
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Richards  
Voting Nay: Councilor Sanchez

### **New Business:**

- a) Request for Council Action – New Lease Agreement for Printer/Copier Use (pg. 8)  
Interim Finance Director Matt Brown introduced the request for a new lease agreement for Pacific Office Automation which was the lesser of the three bids received. The new lease will cost the City about the same
- b) Mountain Fir Right-of-Way Dedication  
Community and Economic Development Director reported Mountain Fir Street is a private road that remained a private road during the construction of Wiley Creek Assisted Living facility. The road has been built to City specifications. The new owners of the property would like to dedicate the street to the City. This request has gone through the Planning Commission, however it is not a land use decision. The Planning Commission has recommended the dedication. There was discussion of future development of a sidewalk.  
No motion was made.
- c) Request for Council Action - Wastewater Treatment Plant Upgrades Grant Agreement  
Staff requested the item be tabled and brought
- d) Request for Council Action - Rio Theater OLCC Liquor License Application  
Interim Police Chief introduced the request for OLCC license for the Rio Theater.

The Council requested additional information. The item will be brought back to the next City Council meeting.

- e) Request for Council Action - Mahler WRF Improvements Project Proposal for Owner-Supplied Equipment

Staff requested the item be tabled until staff can bring it back

### **Ordinance Bills**

Request for Council Action and First Reading of Ordinance Bills

Second Reading of Ordinance Bills

Third Reading of Ordinance Bills (Roll Call Vote Required)

- a) Ordinance Bill No. 5 for 2022 - Ordinance No 1305. Sweet Home Ordinance Repealing Titles 16,17 and Portions of Title 15, Replacing them with a New Development Code, and Adopting Amendments to the Comprehensive Plan, Comprehensive Plan Map, and Zoning Map

Ordinance Bill No. 5 for 2022 - Ordinance No 1305. Sweet Home Ordinance Repealing Titles 16,17 and Portions of Title 15, Replacing them with a New Development Code, and Adopting Amendments to the Comprehensive Plan, Comprehensive Plan Map, and Zoning Map was read by title only.

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

- b) Ordinance Bill No. 6 for 2022 - Ordinance No. 1306 - An Ordinance Annexing Territory within the Urban Growth Boundary and Amending the Official Zoning Map and Declaring a Need for an Expediency Clause

Ordinance Bill No. 6 for 2022 - Ordinance No. 1306 - An Ordinance Annexing Territory within the Urban Growth Boundary and Amending the Official Zoning Map and Declaring a Need for an Expediency Clause was read by title only.

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

### **Reports of Committees:**

Ad Hoc Committee on Health

Ad Hoc Committee on Health meeting has been changed to the second Thursday of each month at 5:30 PM.

Administrative and Finance/Property

Area Commission on Transportation

Chamber of Commerce

Charter Review Committee

Council of Governments

Legislative Committee

Library Advisory Board

Park and Tree Committee

Solid Waste Advisory Council

Youth Advisory Council

**Reports of City Officials:**

Mayor's Report

Mayor Mahler congratulated Interim Chief Ogden. Chief Lynn will be missed. Mayor Mahler wished Chief Lynn the best of luck in his new position.

City Manager Kelcey Young welcomed interim Chief Ogden and stated past Chief Jeff Lynn will be missed. Kelcey reported hello everyone has been very welcoming. Kelcey Introduced her son James. The Harvest Festival is this Saturday and City Manager Young can't wait to meet more of the community. A need for more pies and chili entries was announced. City Manager Young gave a report on her first week, reporting an audit presentation soon, while she is taking a deeper look at budget. She is very optimistic.

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

Finance Director

- a) Utility Billing Assistance Update

A report was included in the packet on the amount Community Services Consortium has assisted customers with their utility bills.

Police Chief

- a) Police Department Monthly Report

Police Department Monthly Report was included in the packet.

City Attorney

No Report

**Council Business for Good of the Order**

- a) Comcast Notice 09/2022

A Comcast notice on service updates was provided in the packet.

**Adjournment**

Councilor Sanchez reported on the Cascadia Park dedication ceremony which she attended. Also attending were County Commissioners, Tribes, Staff from the Parks Department.

Councilor Sanchez also announced a happy Yom Kippur to the Jewish community.

Councilor Dave Trask reported past Fire Chief Dave Barringer's father passed away, he asked for thoughts for him and his family.

The meeting adjourned at 7:10 PM.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



# REQUEST FOR COUNCIL ACTION

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**Title:** INFORMATION ONLY: FAC Managed Outreach and Community Resource Facility Update

**Preferred Agenda:** October 11, 2022

**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:** N/A

**Towards Council Goal:** Aspiration I, desirable community; Aspiration IV, viable and sustainable essential services; Aspiration V, economically strong environment; Goal 3: essential services.

**Attachments:**

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**Purpose of this RCA:**

The purpose of this Request for Council Action is to present an update regarding the development of Family Assistance and Resource Center Group's (FAC's) Managed Outreach and Community Resource Facility, which is primarily directed at unsheltered members of the community.

**Background/Context:**

City of Sweet Home residents have suffered from homelessness and the effects of homelessness for many years. Recent court decisions have limited the City's ability to enforce any ordinances restricting urban camping, sleeping, or otherwise occupying public rights-of-way or public property. For many reasons, the problem has only grown worse in recent years.

For over a year, the City has been working with FAC to create a facility where the unsheltered can keep warm, sleep, and access the services necessary for them to move into permanent housing. Such a facility would enable the City to enforce its urban camping ordinances and direct individuals to the facility, as long as the facility has space available.

Linn County donated property to FAC for this facility, and the City Council has approved a Memorandum of Understanding with FAC for the development and operation of the facility.

*October Update:*

- The City and FAC continue to meet once a week to coordinate the development.
- Public Works staff have completed grading of the site, both on the FAC property and on the easement through City property.
- Fencing along the south side of the easement has been completed, keeping the Public Works Yard secure.

- Public Works has completed work on a water line in the easement, as well as conduit for power and telecommunications.
- Pacific Power has extended an electrical line to the site, through conduit installed by the City.
- FAC is working with the High School to move completed huts to the site, and complete construction of additional huts.
- FAC is working with a local contractor to schedule the transfer of the City Hall Annex building to the site.
- The Council recently voted to demolish the old railroad depot building, which currently sits partially in the easement area. Currently, the building is not hampering any work—site development can continue for the time being. The building will need to be moved in order to complete the roadway, which will take place when Linn County develops their neighboring property. City Staff continue to receive feedback from the public regarding the building—there is continued interest in saving it, but no funding offered to do so.
- The Sweet Home School District created a promotional video of the development of the huts and will be creating additional photo and video documentation of the site.
- FAC has developed draft rules for the site that are intended to be a “living document” and modified from time to time by the Policy Board.

**The Challenge/Problem:**

How does the City address the impacts of homelessness in a way that meets the needs of the housed, unhoused, and business community, while still following case law and State statutes?

**Stakeholders:**

- Sweet Home Residents – Residents deserve a neat, clean, and orderly city. Unsheltered residents need a place to sleep and keep warm.
- Sweet Home Businesses – Local businesses deserve a city in which they can operate their businesses and serve customers in the community without the negative impacts that typically accompany homelessness.
- Sweet Home City Council – Council members are the voice of the citizens they serve and represent and are responsible for agreements made with other organizations.
- City of Sweet Home Staff – City Staff need to be able to enforce Sweet Home ordinances but are prevented from doing so by court decisions and State law. In addition, Staff need authorization from the Council regarding the proposed cooperation with FAC.
- Family Assistance and Resource Center Group – FAC desires to serve the unsheltered and others in the community and would like to cooperate with the City to do this.

**Issues and Financial Impacts:**

At this time, there are no financial impacts beyond what has already been approved.

**Elements of a Stable Solution:**

N/A. No council action is requested at this time. This document is informational only.

**Options:**

N/A. No council action is requested at this time. This document is informational only.

**Recommendation:**

None.



# REQUEST FOR COUNCIL ACTION

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**Title:** Mountain Fir Right-of-Way Dedication

**Preferred Agenda:** October 11, 2022

**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:** SH Charter, Chapter I, Powers of the City

**Towards Council Goal:** Aspiration I: Desirable Community

**Attachments:** Samaritan/Mosaic Property Utility Map  
CED Director-Planning Commission Mountain Fir Dedication Memo  
Mountain Fir Dedication Planning Commission Packet

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## **Purpose of this RCA:**

The purpose of this RCA is to seek Council action regarding a proposed road dedication. This item previously went before the Council but did not reach a resolution. Staff have gathered more information regarding the future costs to the City, should it take on responsibility for the right-of-way.

## **Background/Context:**

Mountain Fir Street is a private road that was built to provide access to the Wiley Creek assisted living facility. Unlike many private roads in the City, it was built according to City specifications so that it eventually could become a dedicated right-of-way, if the property owners so choose.

In 2021, Samaritan Health Care sold the Wiley Creek assisted living facility to Mosaic Development Services, as well as most of the undeveloped property along Mountain Fir Street. Samaritan retained adjacent property on the corner of 49<sup>th</sup> Avenue and Main Street in order to build an urgent care center, which is now under construction. Mosaic is building a memory care center on their newly acquired property, and also plans to expand the existing assisted living facility. They are also developing plans for the undeveloped property to the east. Mosaic has proposed to dedicate Mountain Fir Street and Mountain Fir Court to the City.

City staff have evaluated the proposal and found that the street meets the City's requirements to accept. While there is no existing sidewalk along the south side, there is also no development on the south side of the street, therefore City staff recommend a development agreement with the property owners that they will build a sidewalk along the south side of the

street if and when development on the south side of an extended Mountain Fir Street occurs. Staff also recommend that the property owners retain a two-foot-wide strip of property along the south side of the proposed right-of-way so that responsibility for maintain the sidewalk and any landscaping on the south side remains with the current property owners. Otherwise, the property owner to the South, Spring Terrace Homeowners' Association, would become responsible for that maintenance. Both Mosaic and Samaritan have indicated that they agree with these conditions.

The City already owns the water lines within the roadway, however there are no access easements in place. The wastewater and stormwater lines serving the development are still private and would also need to be dedicated to the City. Since the water, wastewater, and stormwater lines are all both within the proposed right-of-way and run through property that Mosaic is retaining, Staff recommend that Mosaic grant the City utility easements along all utility lines that are not within the proposed right-of-way.

The roadway is in overall good condition but shows the general wear that you would expect for its age. Staff recommend that the City require Mosaic to crack-seal and slurry coat the roadway before the City accepts it.

Typically, road dedications are reviewed as part of the subdivision process, making this proposal a bit unusual. The Planning Commission reviewed the proposal and voted to recommend that the City Council accept the dedication, with the condition that a sidewalk be constructed on the south side of Mountain Fir Street. City Staff view this condition as unnecessary due to the lack of development accessing the south side of Mountain Fir Street.

Since a roadway dedication is not a land use decision but is a question of whether or not the City accepts responsibility for the roadway, all that is required from the City Council is a motion authorizing Staff to proceed.

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

Should the City accept the proposed right-of-way dedication of Mountain Fir Street and Mountain Fir Court?

### **Stakeholders:**

- Sweet Home City Council – The City Council has the authority to authorize the dedication of property to the City, including right-of-way dedications. The Council also has oversight over the City's financial commitments.
- Samaritan Healthcare and Mosaic Development Services – The current property owners have an interest in access to their properties via public roads.
- Sweet Home Citizens – Citizens deserve good road access to public and commercial facilities, especially healthcare services.

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

This proposal does not include any immediate financial impacts; however, it would transfer responsibility for maintenance of the roadway to the City.

Future costs are difficult to forecast, however Staff estimate that the roadway would not require any major maintenance for at least ten years, after which point it will likely need to be chip sealed. Staff estimate that chip sealing the street would cost \$15,000-20,000. Periodic crack sealing and slurry coating can prolong the life of a street. Staff estimates that it would cost \$1,000 to crack seal the street, and about \$6,000-7,000 to slurry coat it. Other costs, such as street sweeping, are negligible for a street this size.

Mosaic has already paid system development charges for the memory care facility being constructed on Mountain Fir Street. These charges total \$99,926, split among the water, wastewater, stormwater, transportation, and parks systems. Further developments will bring additional SDC revenue.

## **Pros and Cons:**

As with any decision, there are pros and cons to be considered:

Pros:

- Accepting the right-of-way dedication will allow Mosaic to proceed with development plans on the neighboring undeveloped 27 acres to the east and may promote additional development of Mosaic's and Samaritan's current property. Such development is likely to add amenities and jobs to the community, as well as additional property tax revenue.
- Additional development will be required to pay System Development Charges into the City's water, wastewater, stormwater, parks, and transportation systems. When paid, these charges would more than pay for any financial impact to the City for many years.
- If Mountain Fir becomes a public street, the public may not be restricted from it. Currently, the street is privately owned, giving the property owner the right to trespass individuals from the property. Property owners cannot restrict access to public rights-of-way. For example, currently the sidewalk along the street is closed during construction. If the dedication moves forward, the developers would be required to either keep the sidewalk open or provide a safe alternate route for pedestrians.

Cons:

- The right-of-way will need to be maintained, the same as any City street, and will either require additional funding in the future, or current funding to be redirected from other streets.
- As a public street, the adjacent property owners would not have the ability to restrict public access to the right-of-way. Some may view this as undesirable. However, other public streets in the area do not appear to have any negative effects from public access.

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

A stable solution is one that meets the needs of developers, while allocating City resources responsibly.

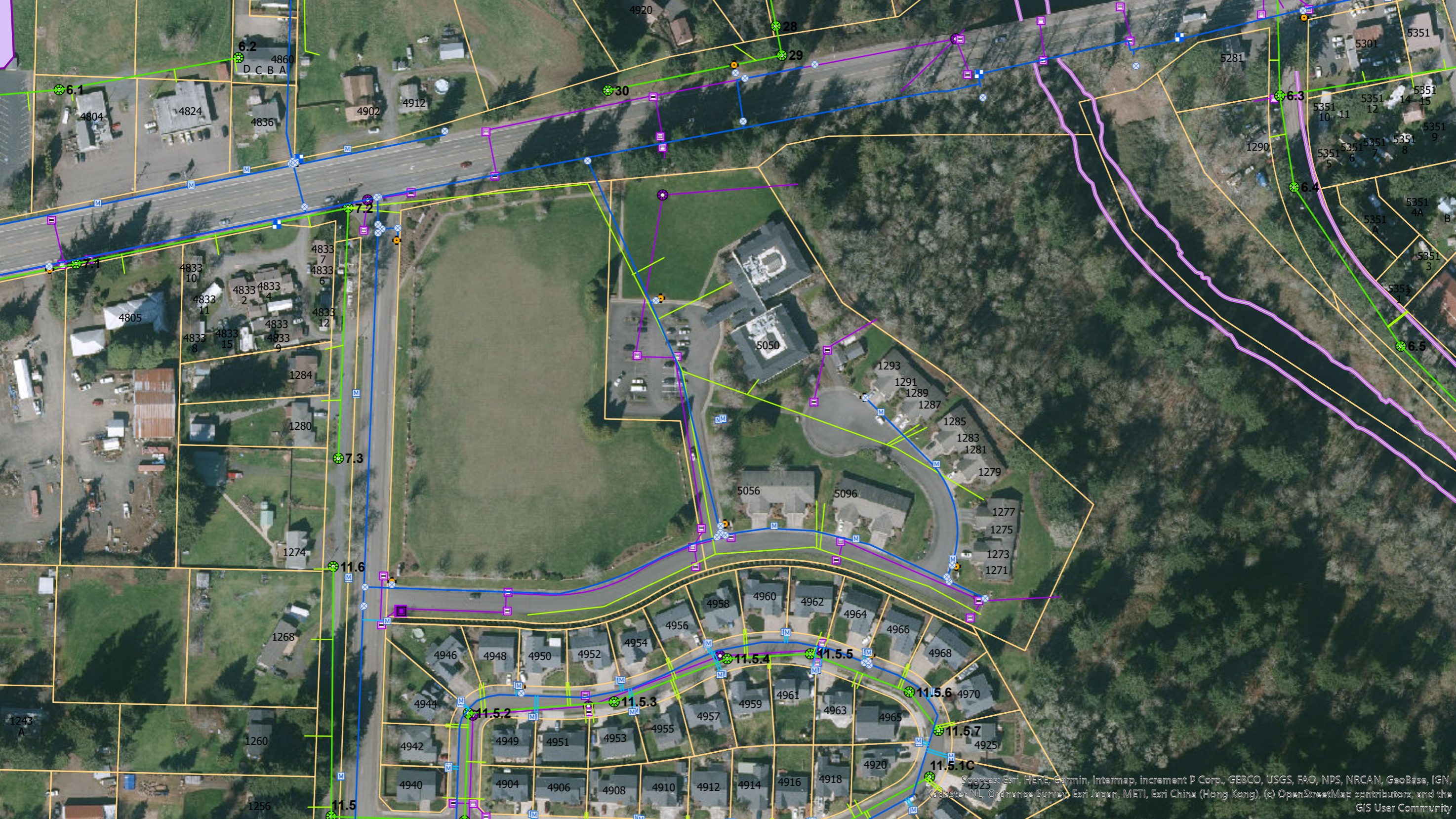
## **Options:**

1. *Do nothing* – Leave Mountain Fir Street and Mountain Fir Court in their current state as private roads.
2. *Authorize the City Manager to sign documents accepting the roadway dedication of Mountain Fir Street and Mountain Fir Court with the following conditions:*
  - a. *The existing property owners retain a two-foot-wide strip along the south side of Mountain Fir*
  - b. *Grant the City a 20-foot-wide easement for all water, wastewater, and stormwater lines that are not within the proposed right-of-way, to be narrowed if required by the proximity of existing structures*
  - c. *Grant the City a two-foot-wide reserve strip at the end of Mountain Fir Street*
  - d. *Crack seal and slurry coat the roadway*
  - e. *The property owners sign a development agreement that a sidewalk will be constructed when future development occurs along the south side of an extended Mountain Fir Street.*
3. *Authorize the City Manager to sign documents accepting the roadway dedication of Mountain Fir Street and Mountain Fir Court with other specified conditions.*

**Recommendation:**

Staff recommends option 2: Authorize the City Manager to sign documents accepting the roadway dedication of Mountain Fir Street and Mountain Fir Court with the following conditions:

- a. The existing property owners retain a two-foot-wide strip along the south side of Mountain Fir
- b. Grant the City a 20-foot-wide easement for all water, wastewater, and stormwater lines that are not within the proposed right-of-way, to be narrowed if required by the proximity of existing structures
- c. Grant the City a two-foot-wide reserve strip at the end of Mountain Fir Street
- d. Crack seal and slurry coat the roadway
- e. The property owners sign a development agreement that a sidewalk will be constructed when future development occurs along the south side of an extended Mountain Fir Street.



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# MEMORANDUM



TO: Sweet Home Planning Commission  
Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: September 1, 2022

SUBJECT: Mountain Fir Street Right-of-Way Dedication

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As you are aware, Mosaic Development Services, the owners of the Wiley Creek Assisted Living facility and the Wiley Creek Memory Care facility that is now under construction are seeking to dedicate a public right-of-way to the City that is currently two private roads, known as Mountain Fir Street and Mountain Fir Court. When the existing infrastructure was built, it was constructed to meet City specifications so that it could eventually be dedicated over to the City.

When the Planning Commission discussed the matter at their August 4<sup>th</sup> meeting, commissioners expressed two concerns: maintenance of any landscaping on the south side of the roadway, and the construction of a sidewalk on the south side of the roadway where none currently exists. Staff have investigated options and discussed the matter with Mosaic, and I believe we have come to an agreement that meets all the Planning Commission's concerns.

First, Mosaic has agreed to retain a strip of land on the south side of the roadway, bordering the strip of land owned by the neighboring homeowners' association. By retaining this strip of land, Mosaic would also be retaining responsibility to maintain the landscaping on the south side of the roadway.

Second, given the lack of any development on the south side of Mountain Fir Street, City Staff believe that a sidewalk is not necessary at this time. City practice has been to require sidewalks on streets where development is present, and to allow developers to enter into development agreements with the City to construct such sidewalks when development occurs. We have suggested such an agreement to Mosaic, and they have indicated that they are willing to commit to building a sidewalk on the south side of Mountain Fir when future development occurs on that side of an extension of the street.

Staff recommends that the Planning Commission approve the dedication of Mountain Fir Street and Mountain Fir Court under these conditions.

# MEMORANDUM



TO: Planning Commission  
FROM: Angela Clegg, Associate  
DATE: Planner July 28, 2022  
SUBJECT: Mountain Fir Street Dedication of Right-Of-Way

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Mid-Valley Health Care has submitted a request letter to dedicate a portion of Mountain Fir Street to the City of Sweet Home (Exhibit A).

Statement from Joe Graybill, Staff Engineer: Regarding the request from Mosaic to have the roadways of the private street, Mountain Fir Street and Mountain Fir Court, be dedicated to the City for public road purposes. The road and utilities were built to city standards in 1996 and appear to be in good condition. Public Works will also need to look at it.

The design drawings from September 1996 had details indicating the roadway structure is to City standards at the time. The cross-section details indicate a 52-foot Right-Of-Way width, with notes for "future" north and south right-of-way lines. The roadway base rock is 9" deep, 3-1/2" of Asphalt Concrete paving, with curb and gutter system with catch basins and 12" stormwater pipelines. A sidewalk is on the north side only with the residences and main building, on both sides in the cul-de-sac, while the south side has only a grass landscape area since there are no building structures to access.

The other utilities of water and sewer are built to city standards as well and are in easements on private properties. The 8" sewer and the 10" and 8" water system were constructed in 1996. The water system is already a city utility. The sewer system is currently a private collection network – the entire property was under single ownership at the time. With the recent change of ownership of the lots, the sewer system may be evaluated if intended to change.

The dedication of the roadway to future right-of-way property line boundaries, would include all utility services below ground.

## Exhibits:

- A: Request Letter from Mid-Valley Healthcare, Inc.
- B: Subject Property Map

# EXHIBIT A

July 20, 2022


City of Sweet Home  
Planning Commission  
3225 Main Street  
Sweet Home, OR 97386

Re: Dedication of a Portion of Mountain Fir Street

To Whom It May Concern,

Please consider this letter as a request for a portion of Mountain Fir Street to be dedicated to the City of Sweet Home. The portion of interest is from the intersection of 49<sup>th</sup> Avenue extending east to the eastern terminus just beyond Mountain Fir Court as well as the entirety of Mountain Fir Court from Mountain Fir Street to its terminus to the north.

The described portion of the road has been built to City standards.

DocuSigned by:  
  
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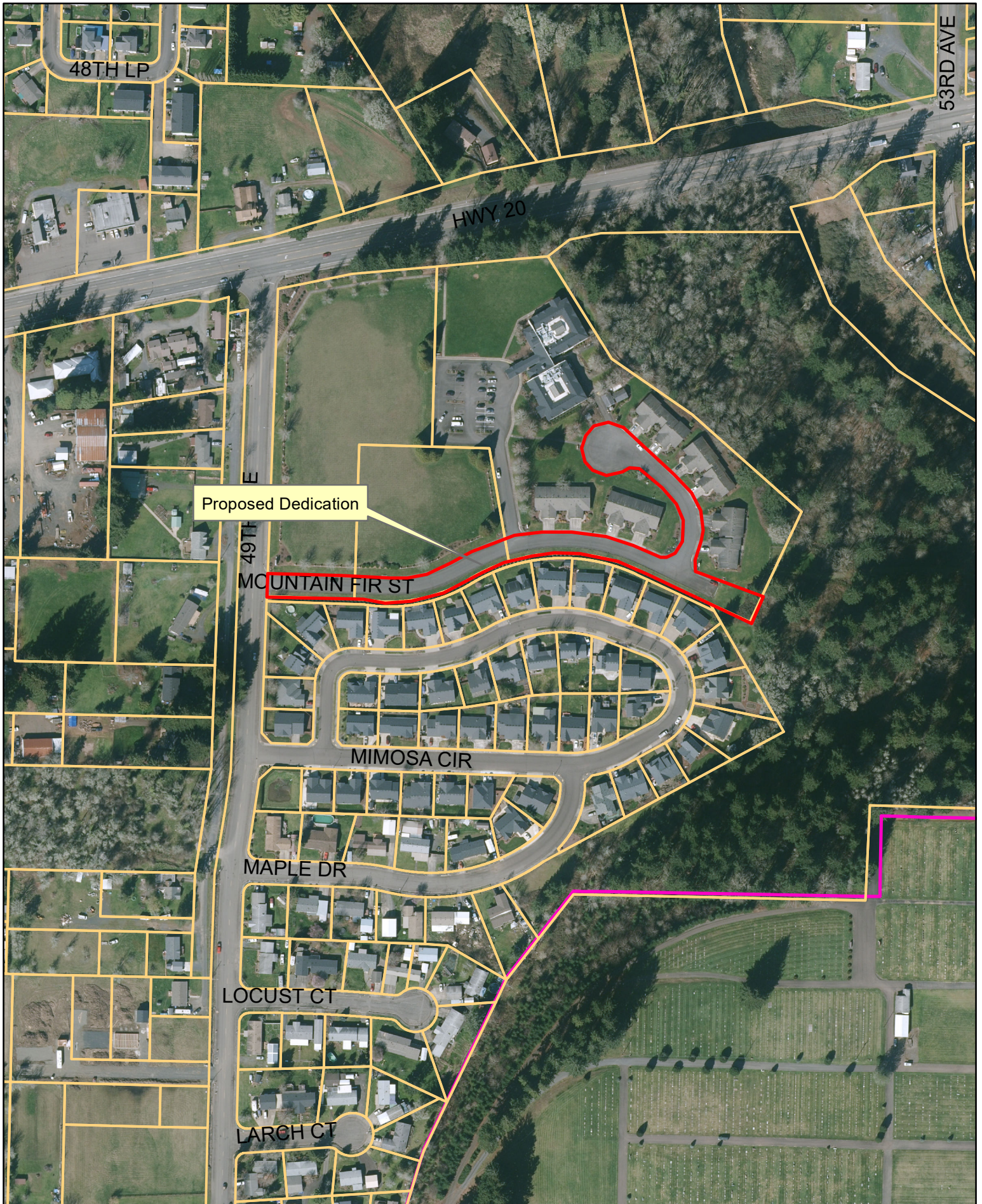
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Mid-Valley Healthcare, INC.,  
Marty Cahill, CEO

X   
Sweet Home AL, LLC  
Douglas Sproul, Manager

X   
Sweet Home MC, LLC  
Douglas Sproul, Manager

# EXHIBIT B



Proposed Dedication

MOUNTAIN FIR ST

MIMOSA CIR

MAPLE DR

LOCUST CT

LARCH CT

48TH LP

53RD AVE

HWY 20

49TH E



1 inch = 250 feet

Proposed Dedication of Right-Of-Way  
Mountain Fir Street

Date: 7/28/2022



# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> October 11th, 2022	<b>TITLE:</b> OLCC New Liquor License	<b>TYPE OF ACTION:</b> <input type="checkbox"/> RESOLUTION
<b>SUBMITTED BY:</b> Jason Ogden, Interim Chief of Police	<b>ATTACHMENTS:</b> OLCC Application	<input checked="" type="checkbox"/> MOTION
<b>REVIEWED BY:</b> Kelcey Young, City Manager		<input type="checkbox"/> OTHER
<b>RELEVANT CODE/POLICY:</b> ORS 471.166	<b>TOWARD COUNCIL GOAL:</b> 4: Economic Strength	

**PURPOSE OF THIS MEMO:** The Rio Theatre is applying for a new liquor license. The current owner, Erika Baham, has applied for an “Full On-Premises” liquor license. The location of the business is 1439 Main Street, Sweet Home.

**BACKGROUND/CONTEXT:** The Sweet Home Police Department is tasked with reviewing applications for liquor licenses that are within the City Limits of Sweet Home. The Rio Theatre is applying for a new liquor license. As with any new liquor license, the owner must apply for a Liquor License through the Oregon Liquor Control Commission under their name. The owner, Erika Baham, has applied for a Full On-Premises liquor license. This type of license allows liquor, beer, and wine to be sold for on premises consumption only. This type of license is appropriate for this type of business.

The Police Department received this investigation September 14<sup>th</sup>, 2022 and has conducted an investigation into this request. As part of the investigation the owner, Erika Baham, was contacted. The business has a concession sales area directly south of the main doors. The alcohol is to be stored and sold from behind that counter. The business will have adult employees (18 and over) who will have their OLCC server’s licenses. The business is aware that only those with a license can conduct alcohol sales.

The business has an automated system set up and ready to use. The system consists of alcohol input devices that are position high on the west wall of the sales concession area, unreachable by patrons. There will be two alcohol dispensing machines, which allow an employee to select the type of alcoholic beverage, and automatically measures and pours the contents of the beverage. The wall devices would hold liquor bottles upside down and allow the controlled transfer of alcohol from the bottles to the dispensing machines once a beverage is selected by an employee.

The business plans to use clear cups with lids, which are different from the opaque cups currently used for soft drinks, and the patrons would be required to keep the alcohol on the premises, within the enclosed structure of the building. Patrons will not be allowed to order more than two shots of alcohol (for mixed drinks) per showing.

The business as well is also considering installing a small beer dispensing machine (keg), and something similar for wine, but would store and serve them from behind the counter in the concession area as well.

OLCC was also contacted, and I did not see any concerns listed from them on the application.

I spoke with Thomas Baham who is also the owner of the Rio Theatre, and he told me that they will be following all the rules set forth by OLCC. Thomas indicated that he would be at the council meeting to answer any questions that council might have.

Based upon review of the investigation, we did not observe any issues with the current or intended alcohol service/sales plan.

I found no reason to recommend denial to the Sweet Home City Council.

**STAKEHOLDERS:**

- Rio Theatre - A liquor license and the ability to sell liquor, beer, and wine as part of a theatre business.
- Citizens/Community – Rio Theatre creates additional opportunities and choices for the community.

**ISSUES & FINANCIAL IMPACTS:**

- Denial of an OLCC liquor license could have a negative impact on sales for Rio Theater.
- There are no known or anticipated financial impacts for the Sweet Home Police Department or the City of Sweet Home.

**OPTIONS:**

1. Do Nothing.
2. Direct further investigation prior to City's recommendation
3. Make a motion that the City of Sweet Home recommends an OLCC license be granted to Rio Theatre.

**RECOMMENDATION:**

Staff recommends option #3 - *Make a motion that the City of Sweet Home recommends an OLCC license be granted to Rio Theatre.*



OREGON LIQUOR CONTROL COMMISSION

## LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 <sup>st</sup> Location	Date application received and/or date stamp:
Brewery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
<input type="checkbox"/> Brewery-Public House (BPH) 1 <sup>st</sup> location	Name of City or County:
BPH Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
<input type="checkbox"/> Distillery	Recommends this license be:
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Full On-Premises, Passenger Carrier	By: _____
<input checked="" type="checkbox"/> Full On-Premises, Other Public Location	Date: _____
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 <sup>st</sup> location	
GSP Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
<input type="checkbox"/> Limited On-Premises	<b>OLCC USE ONLY</b>
<input type="checkbox"/> Off-Premises	Date application received: <u>05/06/2022</u>
<input type="checkbox"/> Warehouse	Date application accepted: <u>05/06/2022</u>
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 <sup>st</sup> Location	License Action(s): N/O
Winery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
(4 <sup>th</sup> ) <input type="checkbox"/> (5 <sup>th</sup> ) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**<sup>1</sup> applying for the license(s):

Rio Theatre, LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See) Rio Theatre		
4. Business Address (Number and Street Address of the Location that will have the liquor license) 1439 Main Street		
City Sweet Home	County Linn	Zip Code 97386

<sup>1</sup> Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



# LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Rio Theatre			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <a href="#">OAR 845-004-0065[1]</a> .) PO Box 121			
City Sweet Home	State OR	Zip Code 97386	
9. Phone Number of the Business Location 541-367-7419		10. Email Contact for this Application and for the Business sales@sweethomerio.com	
11. Contact Person for this Application Erika Baham		Phone Number [REDACTED]	
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

**ATTESTATION: \*\*READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM\*\***

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read [OAR 845-005-0311](#) and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per [OAR 845-005-0311\[6\]](#)) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

**Applicant(s) Signature**

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Erika S. Baham

March 25, 2022

App. #1: (PRINT NAME)

App #1: (SIGNATURE)

App #1: Signature Date

Atty. Bar Information (if applicable)

App. #2: (PRINT NAME)

App #2: (SIGNATURE)

App #2: Signature Date

Atty. Bar Information (if applicable)

App. #3: (PRINT NAME)

App #3: (SIGNATURE)

App #3: Signature Date

Atty. Bar Information (if applicable)

App. #4: (PRINT NAME)

App #4: (SIGNATURE)

App #4: Signature Date

Atty. Bar Information (if applicable)



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

PRINT FORM

RESET FORM

CCH 07/12/2022 ZB

1. Name (Print):	Baham	Erika	Sue
	Last	First	Middle
2. Other names used (maiden, other) [REDACTED]			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN: [REDACTED]			
<p><b>SOCIAL SECURITY NUMBER DISCLOSURE:</b> As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) &amp; ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC§ 552(a).</p>			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	[REDACTED]	[REDACTED]	[REDACTED]
	(mm)	(dd)	(yyyy)
6. Driver License or State ID #: [REDACTED]			7. State OR
8. Contact Phone: [REDACTED]			
9. E-mail Address: [REDACTED]			
10. Mailing Address:	PO Box 121	Sweet Home	OR 97386
	(Number and Street)	(City)	(State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No  Yes  Please list applications below    Unsure  Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

**Affirmation**

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Baham	Erika	Sue
	Last	First	Middle
Signature:	<i>Erika A Baham</i>		Date: March 25, 2022

**This box for OLCC use ONLY**

  N  

Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Rio Theatre, LLC Phone: 541-367-7419

Trade Name (dba): Rio Theatre

Business Location Address: 1439 Main Street

City: Sweet Home ZIP Code: 97386

### DAYS AND HOURS OF OPERATION

#### Business Hours:

Sunday 1:30 to 9:00  
 Monday 5:30 to 9:00  
 Tuesday 5:30 to 9:00  
 Wednesday 2:30 to 6:00  
 Thursday 5:30 to 9:00  
 Friday 6:30 to 10:00  
 Saturday 1:30 to 10:00

#### Outdoor Area Hours:

Sunday \_\_\_\_\_ to \_\_\_\_\_  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday \_\_\_\_\_ to \_\_\_\_\_  
 Saturday \_\_\_\_\_ to \_\_\_\_\_

The outdoor area is used for:

- Food service Hours: \_\_\_\_\_ to \_\_\_\_\_  
 Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_  
 Enclosed, how \_\_\_\_\_

The exterior area is adequately viewed and/or supervised by Service Permittees.

\_\_\_\_\_  
(Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: Often we are closed Tuesdays and Thursdays.

### ENTERTAINMENT

Check all that apply:

- Live Music  Karaoke  
 Recorded Music  Coin-operated Games  
 DJ Music  Video Lottery Machines  
 Dancing  Social Gaming  
 Nude Entertainers  Pool Tables  
 Other: Movies/cinema

### DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday \_\_\_\_\_ to \_\_\_\_\_  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday \_\_\_\_\_ to \_\_\_\_\_  
 Saturday \_\_\_\_\_ to \_\_\_\_\_

### SEATING COUNT

Restaurant: \_\_\_\_\_ Outdoor: \_\_\_\_\_  
 Lounge: \_\_\_\_\_ Other (explain): Theatre (2 screens)  
 Banquet: \_\_\_\_\_ Total Seating: 200

OLCC USE ONLY	
Investigator Verified Seating: _____(Y) <u>X</u> (N)	
Investigator Initials: <u>ZB</u>	
Date: <u>07/12/2022</u>	

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: *Erica Bohannan* Date: March 25, 2022

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)



# REQUEST FOR COUNCIL ACTION

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**Title:** ODOT Rail and Public Transit Division Oregon Department of Transportation

**Preferred Agenda:** October 11, 2022

**Submitted By:** Julie Fisher, Administrative Services Manager

**Reviewed By:** Kelcey Young, City Manager

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

**Relevant Code/Policy:** City of Sweet Home Contract Policy

**Towards Council Goal:** Essential Services

**Attachments:** Agreement No. 35384

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## **Purpose of this RCA:**

Agreement No. 35384 is the agreement between the City of Sweet Home and ODOT that provides financial support for general public transportation services to the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic.

## **Background/Context:**

ODOT Rail and Public Transit Division has submitted the Oregon Public Transit Grant for the City's signature in order to receive money for the Senior Center Dial-A-Bus Program. The Agreement stipulates the terms and conditions for the Senior Center to receive the Transportation Grant Funds.

## **The Challenge/Problem:**

Should the City continue to act as the pass-through for the ODOT grant funding the Dial-A-Bus program?

## **Stakeholders:**

- Citizens – The Dial-A-Bus program is very beneficial to members of the community who could not otherwise commute to work, healthcare appointments, and even shopping.
- Dial-A-Bus Program – The program depends on grant funding to operate and provide essential services to citizens.
- City of Sweet Home Staff– There is minimal staff time

## **Issues and Financial Impacts:**

The City is a pass through for the grant. This agreement includes the following activities and not to exceed \$97,000 in COVID grant funds. \$49,400 for demand response operations, \$48,200 for deviated fixed route services.

**Elements of a Stable Solution:**

A viable method to fund the Dial-A-Bus program would include grants and user fees.

**Options:**

1. Option #1– Do Nothing.
2. Option #2– Approve Agreement No. 35384 as presented.
3. Option #3– No Approve Agreement No. 35384 as presented.

**Recommendation:**

Staff recommends Option #2 – Approve Agreement No. 35384 with ODOT Rail and Public Transit Division Oregon Department of Transportation.

PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

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

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **October 1, 2022** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **September 30, 2024** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

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

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$97,600.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$97,600.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and

expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

**c. Recovery of Grant Funds.**

- i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

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

a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient

of this Agreement.

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

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
  - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

- i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to**

**pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.**

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

**10. Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the

period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

#### 11. **General Provisions**

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

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any

Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

**SIGNATURE PAGE TO FOLLOW**

**City of Sweet Home**, by and through its

\_\_\_\_\_

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Kelcey Young  
3225 Main Street  
Sweet Home, OR 97386  
1 (541) 3675128  
kyoung@sweethomeor.gov

**State Contact:**

Jennifer Boardman  
555 13th Street NE  
Salem, OR 97301-4179  
1 (541) 774-6371  
Jennifer.Boardman@odot.state.or.us

**Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us**

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Jennifer Boardman

Date \_\_\_\_\_ 09/16/2022

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: COVID 5311 City of Sweet Home 35384</b>				
<b>P-21-1898-01 Item #1: EMER RELIEF - OPERATING 100%</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$49,400.00	\$49,400.00	\$0.00	
<b>P-21-1898-02 Item #1: EMER RELIEF - OPERATING 100%</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$48,200.00	\$48,200.00	\$0.00	
<b>Sub Total</b>	\$97,600.00	\$97,600.00	\$0.00	
<b>Grand Total</b>	<b>\$97,600.00</b>	<b>\$97,600.00</b>	<b>\$0.00</b>	

1. BACKGROUND

*The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, Coronavirus Response and Relief Supplemental Appropriations (CRRSAA) Act, and American Rescue Plan Act (ARP), provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES, CRRSAA and ARP Acts are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave.*

2. PROJECT DESCRIPTION

*This agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic. This agreement includes the following activities and not to exceed \$97,600 in COVID grant funds.*

*This project provides demand response operations, and deviated fixed route operations in and around Linn County. Days and hours of operation vary by service. Operational expenses include the following:*

- \$49,400 for demand response operations.
- \$48,200 for deviated fixed route service.

3. PROJECT DELIVERABLES and EXPENSE TYPES

*Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 1, 2021 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement. Normally-eligible expenses include those for operating, preventive maintenance, project administration, contracted services, and capital purchases. There is no limit to the percentage of funds that may be used for any category of expense.*

*Specific eligible expenses under the CARES Act include operating costs to maintain service, lost revenue due to the COVID-19 public health emergency, purchase of personal protective equipment associated with response to the pandemic, administrative leave salaries for personnel, and cleaning and sanitizing equipment and supplies.*

*Ineligible expenses under the Section 5311 program may be reimbursed if an FTA waiver is obtained. Waiver requests are managed by State and results are posted on State's website. Waivers may be implemented during the Agreement period.*

### *Operating Expenses*

*In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. See Chapter III of the FTA Circular 9040.1G (Formula Grants for Rural Areas) for more information on eligible operating expenses.*

### *Lost Revenue*

*Lost revenue is a reduction in contributions to the operational costs of a public transportation system and reductions in fees paid for use of a public transportation system due to service changes or fluctuations caused by response to the COVID-19 pandemic.*

### *Personal Protective Equipment Expenses*

*Personal protective equipment includes equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers. Some items, such as respiratory devices, must meet industry requirements. Other items may be eligible with advance approval from State.*

### *Administrative Leave Expenses*

*Administrative leave is an administratively-authorized absence from duty without loss of pay or reduction in an employee's available leave. In the context of the COVID-19 public health emergency, administrative leave could include, but is not limited to, leave for an employee who is not required to work due to a reduction in service or leave for a worker who is quarantined after potential exposure to an individual infected with COVID-19.*

### *Preventive Maintenance Expenses*

*In general, preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of an asset in a cost effective manner such as oil changes, engine tune-ups, scheduled or routine maintenance; and associated parts, supplies, and labor. In the context of the COVID-19 public health emergency, preventive maintenance could include, but is not limited to, costs for protective measures to protect the health and safety of employees and passengers, such as cleaning of rolling stock. Personal protective equipment and other preventive measures are eligible as either a maintenance or operating expense, whichever is appropriate.*

*Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance or repairs on vehicles or components under warranty.*

*Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan. If local circumstances change, Recipient's maintenance plan must be updated to reflect that change and submitted to State within one year of the change.*

### *Project Administration Expenses*

*Project administrative expenses include administrative staff salaries; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; telecommunications; and facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration if the activity is part of a coordinated public transportation program.*

### *Contracted Services Expenses*

*Expenses under third-party contracts for operations or maintenance services incurred on or after January 1, 2021, including third-party contract employees providing such service who are placed on administrative leave due to reduced service, are eligible for reimbursement. Whether an FTA recipient is responsible for such administrative leave will depend on the terms of its third-party contract.*

*The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient. Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.*

*Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services.*

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

#### *Capital Expenses*

*Capital expenses are eligible under CARES Act funding only and may include the purchase of tangible property with a useful life of more than one year and an acquisition cost of \$5,000 or more. This includes equipment; signs; shelters; communications devices; radios; wheelchair lifts and restraints; computer software and hardware; and safety and security equipment.*

*Associated services, permits, and permissions needed to put capital items into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections are eligible expenses.*

*Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.*

#### *4. PROJECT ACCOUNTING and MATCHING FUNDING*

*CRRSAA and ARP Act funds are being made available to support operating expenses generally eligible under urbanized area and rural area formula programs to prevent, prepare for, and respond to COVID-19, are included in this Agreement. CARES Act funds are being made available to support operating, capital and other expenses generally eligible under urbanized area and rural area formula programs to prevent, prepare for, and respond to COVID-19.*

*Projects funded with CRRSAA, ARP and CARES Act funds must be used to provide relief from expenses incurred in response to the COVID-19 pandemic. All expenses must be incurred on or after January 1, 2021 to be eligible for reimbursement.*

*Projects funded under this Agreement will be reimbursed at 100 percent. There is no local match requirement.*

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

*Recipient will subtract revenue from fares, tickets, and passes, either pre-paid or post-paid, from the gross operating expense of service.*

*If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.*

## 5. REPORTING and INVOICING REQUIREMENTS

*Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date. The Expiration Date may be extended if local circumstances change; however, there is no guarantee of an extension.*

*Recipient agrees to assess and report, as prescribed by State, the condition of all capital assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.*

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.*

*Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.*

*Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment by State.*

*Reimbursement under this Agreement is based on service miles operated in Oregon. Recipient shall utilize and submit with each reimbursement request a reimbursement spreadsheet provided by Agency to calculate a maximum allowed cost per mile basis for each reimbursement period. Recipient should be prepared to document service costs and service revenue if audited.*

**EXHIBIT B**

**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5311	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.509 (5311)</b>	<b>Total Federal Funding</b> <b>\$97,600.00</b>
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<b>Administered By</b> Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

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

##### TYPES AND AMOUNTS.

##### WORKERS COMPENSATION.

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

##### COMMERCIAL GENERAL LIABILITY.

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

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

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

##### AUTOMOBILE LIABILITY.

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

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

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

**EXCESS/UMBRELLA LIABILITY.**

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

**ADDITIONAL INSURED.**

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

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

**"TAIL" COVERAGE.**

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

**NOTICE OF CANCELLATION OR CHANGE.**

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

**CERTIFICATE(S) OF INSURANCE.**

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

**Recipient Insurance Requirements**

**GENERAL.**

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

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

**TYPES AND AMOUNTS.**

**WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

**COMMERCIAL GENERAL LIABILITY.**

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

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

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

**AUTOMOBILE LIABILITY.**

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

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

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

**EXCESS/UMBRELLA LIABILITY.**

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

**ADDITIONAL INSURED.**

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

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

**"TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability

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

**NOTICE OF CANCELLATION OR CHANGE.**

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

**CERTIFICATE(S) OF INSURANCE.**

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

**STATE ACCEPTANCE.**

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

## EXHIBIT D

### **Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.*

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



**City of Sweet Home**  
 Sweet Home Public Library  
 1101 13<sup>th</sup> Avenue  
 Sweet Home, OR 97386  
 541-367-5007

## Sweet Home Public Library

### Statistics

	This month Sept 2022	Last month Aug 2022	Year to date 2022	Previous year 2021(total)
<b>Patron Activity</b>				
OPAC Logins	180	194	1783	3081
SIP2 Logins	481	506	4974	6775
Main Door Count	2708	3406	22322	n/a
<b>Circulation and Renewals</b>				
Checkouts	4817	5490	33972	28723
Renewed items	241	298	4993	9125
E-audio & E-book checkouts	501	563	4110	5491
Total items checked out	5559	6351	43075	43339
<b>Holds Requested</b>				
Holds by Staff	178	157	1168	1683
Holds by OPAC	161	171	1088	1495
<b>Item Counts</b>				
Total items in library	29110	28840	29110	32879
<b>Public Access Computers</b>				
Logins	233	227	1858	2104
<b>Resource Sharing Savings</b>				
Cost savings	4907.83	4189.93	33188.58	n/a
Items borrowed by consortium libraries	294	248	2224	n/a
Items borrowed from consortium libraries	337	324	2267	n/a

## *Events*

Our next Community Reads program discussion groups are on October 18<sup>th</sup> and 19<sup>th</sup>. We are reading *Deep River* by Karl Marlantes and have given out over 65 copies of the book so far. This program is funded by the Friends of the Library.

Storytime returned to the Library on October 6<sup>th</sup>!

## *Projects ongoing*

Circulation of in library materials has already surpassed our circulation totals for 2021.

We are adding additional puzzles and games by popular demand (funded in part by the Friends of the Library).

We are once again offering take and make crafts kits for everyone to take home and be creative at home.

## *New Library update*

The Library Director attended the Library Journal Design Institute in Missoula, MT on September 29<sup>th</sup>, and participated in a session to help with concept designs for a new library building and learn about library design overall. A report will be forthcoming.

# MEMORANDUM



TO: City Council  
Kelcey Young, City Manager  
Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: October 11, 2022

SUBJECT: Community and Economic Development Department Report for September 2022

The Community and Economic Development Department (CEDD) consists of the City's Building, Planning, Engineering, Economic Development, Code Enforcement, and Parks and Recreation programs. The following is a summary of activities and notes on current projects from September 1<sup>st</sup> to September 30<sup>th</sup>, 2022.

## 1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	September, 2022	August, 2022	2022 YTD	2021 Total	2017-2021 Annual Average
Residential 1 and 2 Family Dwellings	2	5	35	23	28.0
Residential Demolition	0	2	7	9	8.2
Residential Manufactured Dwellings	0	0	2	16	13.8
Residential Mechanical Permits	6	9	82	120	110.2
Residential Plumbing	2	1	20	35	28.8
Residential Site Development	0	0	1	0	1.2
Residential Structural	4	4	39	56	48.8
Commercial Alarm or Suppression Systems	0	1	1	11	3.4
Commercial Demolition	0	0	2	4	3.4
Commercial Mechanical	2	2	15	19	14.6
Commercial Plumbing	0	0	3	9	11.0
Commercial Site Development	0	0	5	3	2.8
Commercial Structural	3	3	25	45	41.4
<b>Total Permits</b>	<b>19</b>	<b>27</b>	<b>237</b>	<b>350</b>	<b>315.6</b>
<b>Value Estimate of All Permits</b>	<b>\$7,973,010.07</b>	<b>\$9,299,000.00</b>	<b>\$29,877,823.36</b>	<b>\$16,811,721.35</b>	<b>\$17,061,471.73</b>
<b>Fees Collected</b>	<b>\$70,348.53</b>	<b>\$75,242.26</b>	<b>\$316,408.67</b>	<b>\$250,671.91</b>	<b>\$233,439.18</b>

- Developments of note:
  - Taco Bell: Corner of 15<sup>th</sup> Avenue and Main Street, next to Safeway. The project has received full planning approval, building plans have been approved, and construction is underway.
  - Mosaic Memory Care Facility: Located on Mountain Fir Street next to the existing Mosaic-owned Wiley Creek Assistance Living Facility. The project received full planning approval early this year. Much of the time since then has been spent waiting for completed plans from Mosaic. However, plans were finally completed and reviewed in August, and a building permit has been issued. Construction is underway.
  - Samaritan Urgent Care Facility: The project has received full planning approval, building plans have been approved, and construction is underway.
  - Mountain River Subdivision: 31-lot single-family home subdivision, with a future multi-family development planned. This subdivision was approved last year, and construction has begun on nearly all the lots. Construction has moved incredibly fast, and most of the neighborhood is expected to be completed by the end of the year.
  - Duck Hollow Phase III Subdivision: 51-lot single-family home subdivision located adjacent to the existing Duck Hollow Subdivision (41<sup>st</sup> Avenue and Long Street). This subdivision received planning approval in 2020, however there was a long delay due to wetlands regulations administered by the Oregon Department of State Lands. State approval has been granted, and construction is expected soon.
  - Live Oak Subdivision: 8-lot single-family home subdivision located between the two existing portions of Live Oak Street. The subdivision was approved in 2021, however the property changed hands, which delayed development. Construction is expected to start before the end of the year.
  - Foothills Ridge Subdivision: 21-lot single-family home subdivision located at the west end of Foothills Drive. This subdivision was approved in 2021, however the owner has run into delays with his engineering firm, and recently applied for an extension. Construction is expected next year.
  - Santiam River Development Phase 1 : 42-lot single-family home subdivision located at the north end of Clark Mill Road. Planning approval was granted at the beginning of this year, however some of the property is being sold to a different developer. It is unknown when construction will begin.
  - Clear Water Subdivision: 18-lot single-family home subdivision located on the west side of 45<sup>th</sup> Avenue, just north of Kalmia Street. Planning approval was granted in June. Initial construction has begun.

## 2. PLANNING

- Summary of Final Decisions of Planning Division Applications:

Application Type	September, 2022	August, 2022	2022 YTD	2021 Total	2017-2021 Annual Average
Annexations	1	0	1	0	0.4
Code Amendments	1	0	1	1	0.8
Conditional Use	0	0	9	11	8.0
Partition	0	0	12	20	9.0
Planned Development/ Subdivision	0	0	3	4	1.2
Property Line Adjustments	0	0	11	21	12.0
Vacation	0	0	0	0	0
Variance	0	0	3	1	4.4
Zoning Map Amendment	0	0	1	4	2.2

- 3 Land Use Applications were submitted in September.
- 9 Land Use Applications are pending final approval.
- 5 Fence Permits were issued in September.
- 0 Temporary RV Permits were issued in September.
- The overhaul of development code portions of the Sweet Home Municipal Code (SHMC) is now complete, and the new code takes effect October 27<sup>th</sup>.
- The City has received a grant from the State to update our Transportation System Plan and create an Area Plan for the undeveloped land on the north side of the City. The City Council recently approved an Intergovernmental Agreement for this project, and we expect that the project will begin in earnest in the next month or two.
- The City has also received a State grant for a Housing Needs Analysis (HNA). The consultant has been selected and will begin work soon. The purpose is to ensure that the City has both sufficient residential lands, and the proper mix of types and densities. This project is now underway, and Staff are meeting with the consultants every two weeks on the project.
- The Planning Commission last met on October 6<sup>th</sup>. The next scheduled meeting is November 3<sup>rd</sup>, 2022.

## 3. ECONOMIC DEVELOPMENT

- Based on feedback from the Council at the June 28<sup>th</sup> work session, Staff are developing a Request for Proposals (RFP) for the quarry property that will outline all of the City's goals for the property and seek interest from developers for a public-private-partnership with the City. After Staff have finished a draft of the RFP, we will bring it to the Council for review, suggested changes, and, ultimately, approval.
- The Administration, Property, and Finance Committee met with some local property owners in June to discuss vacant buildings. One of the property owners, La Mota, is seeking to collaborate with the City on a project for their buildings that will bring traffic to the area and provide space for entrepreneurs to start businesses. Staff met with them and other property

owners and interested parties in August to discuss the project. La Mota is working on some architectural designs. They previously indicated that they would bring some designs back to City Staff in late September but have not yet supplied any. Staff is continuing to work with them to move the project forward.

#### 4. CODE ENFORCEMENT

- Summary of Actions.

Case Status	September, 2022	August, 2022	2022 YTD	2021 Total	2018-2021 Annual Average
New Complaints	7	23	82	92	84.00
New Officer-Detected Violations	2	2	58	74	74.00
Violations Resolved	2	10	86	166	286.25
Complaints Noted with No Violation Found	1	3	17	16	22.75
Open Cases at End of Period	6	12	6	12	20
Citations	0	0	0	7	4.00
Abatements	0	1	3	1	0.33
Enforcement Type	September, 2022	August, 2022	2022 YTD	2021 Total	2018-2021 Annual Average
Animal	1	5	21	35	46.50
Blight	0	0	0	2	1.25
Illegal Burn	0	0	2	1	1.75
Illegal Dumping	0	0	1	0	0.50
Illegal Parking	0	0	6	11	9.75
Illegal Sign	0	0	0	1	2.75
Junk/Abandoned Vehicle	0	3	15	4	9.00
Minimum Housing	0	0	0	0	3.25
Occupying an RV	0	2	10	26	42.00
Open Storage	3	7	24	31	67.25
Other	2	0	5	11	20.75
Public Nuisance	2	1	5	17	48.5
Public Right-of-way	0	0	0	2	12.75
Tall Grass & Weeds	1	7	50	65	122.75
Vacant Lot	0	0	0	0	0.25

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

#### 5. PARKS

- The Park and Tree Committee will meet next on October 19<sup>th</sup>, 2022.
- Construction of Phase II of the Sankey Park Improvements is now complete. Design work is now underway for Phase III of the park improvements, which will focus on the upper portion of the park.
- Design work is underway for a new park adjacent to City Hall. The Park will include a donated playground structure and dog park.
- Design work is also underway for a dog park at Northside Park. The 6 lots that make up Northside Park are being consolidated into 1 lot, and fencing has been ordered.

## **6. OTHER PROJECTS**

- Willow Street Neighborhood LID: Staff recently met with representatives of several state agencies at a “one stop” meeting and have a tentative plan for financing that will include a package of both forgivable loans and other loans with very attractive interest rates. Staff have submitted all the initial loan applications.
- The ODOT Foster Lake Sidewalk Project: Construction has begun, but we don’t yet have a solid estimate from ODOT on when it will be completed.
- Staff is working with ODOT on a pedestrian crossing at 22<sup>nd</sup> Avenue and Main Street. State Funding has been provided, and the project will be completed at little to no cost to the City. This improvement will be combined with an existing ODOT project to replace ADA ramps at intersections on Main Street. Construction on both the overall ramp replacement project and the pedestrian crossing is underway. The concrete has been completed for the crossing. The flashing beacons were installed in late September but were hit by a car and now need to be replaced. The costs of that replacement will not be borne by the City. ODOT is still preparing an amendment to the IGA to cover the pedestrian crossing.
- CEDD Staff have been developing designs for the budgeted City Hall renovation and emergency generator installation. This project has been included in the budget for this fiscal year, and we will be preparing a request for proposals soon.
- CEDD Staff continue to provide key support for the efforts to create a managed homeless facility. More details are included in a separate agenda item for the October 11<sup>th</sup> Council meeting.

# MEMORANDUM



TO: Kelcey Young, City Manager  
 FROM: Greg Springman, Public Works Director  
 DATE: October 11, 2022  
 SUBJECT: Public Works Activities Report – September 2022

This memorandum provides a brief periodic update of specific projects, WTP/WWTP O&M and Compliance status, and activities performed by the Public Works Department.

This table section summarizes work done on key maintenance activities.

Work Type	September, 2022	August, 2022	2022 YTD	2021	3 Yr Avg
Bathrooms/Garbage	9	15	140	169	503
Catch Basin Inspection/cleaning	0	0	3	6	28
Leaf Collection	0	0	0	1637	666
Hydrant Flushing	129	0	198	324	302
Locates	74	94	475	491	486
Meter Re-Read	75	60	552	1060	777
Mowing	5	14	112	40	84
Playground EQ Inspection	8	4	58	49	56
Pothole Repair	0	11	339	514	597
Sewer CCTV Miles	0.00	0.00	0.40	0.16	2.48
Street Sweeping Miles	15	0	733	893	2374
Water Main Repair	0	0	10	9	10
Water Service Repair	1	7	36	20	41
Water Turn Ons/Offs	57	57	499	677	877
<b>Total Completed Work Orders</b>	<b>655</b>	<b>739</b>	<b>5217</b>	<b>6050</b>	<b>6973</b>

## WWTP and WTP Key Performance Indicators (KPIs)

	September, 2022	August, 2022	2022 YTD	2021	5 Yr Avg
<b>Potable</b>					
MG Treated	32.52	37.96	262.57	363.99	406.97
Backwash Water in MG	1.03	1.32	11.93	30.07	19.92
Ave daily demand in MG	1.08	1.23	0.96	1.00	1.12
<b>Sanitary</b>					
MG Treated	22	26.31	541.36	641.31	586.99
Max Daily Flow in MG	1.18	1.14	6.01	5.89	6.08
Average Flow in MG	0.73	0.85	1.98	1.76	1.61

\* MG is Million Gallons

Note: Sweet Home Wastewater treatment plant experienced 43 exceedances for the month of August 2022.

- For August daily TSS pounds we exceeded 7 times with highest being 2017.6 on a permit of 240
- For August Weekly Avg TSS pounds we exceeded 4 times with the highest being 1193.2 on a permit of 180
- For August Monthly Avg TTS pounds was 567.5 on a permit of 120 pounds
- For August Monthly TTS mg/l was 81.9 on a permit of 10 mg/L
- For August Weekly TTS mg/l we exceeded 4 times with the highest being 178.5 on a permit of 15mg/L
- For August daily cBOD pounds we exceeded 8 times with the highest being 1101.7 on a permit of 240
- For August Weekly Avg cBOD pounds we exceeded 4 times with the highest being 1003.1
- For August Monthly Avg cBOD pounds was 592.7 on a permit of 120
- For August Monthly cBOD mg/L was 82.9 on a permit of 10 mg/L
- For August Weekly cBOD mg/L we exceeded 5 times with the highest being 137.5mg/L on a permit of 15mg/L
- For August we exceeded our e-coli daily limit of 406 4 times with the highest being >2419.6
- For August we exceeded our e-coli geomean with 136 on a limit of 126
- For August we failed to meet our TSS %removal with 75.9% with a threshold of 85%
- For August we failed to meet our cBOD %removal with 64.8% with a threshold of 85%

Our data shows that something came into the facility on August 9<sup>th</sup> and 23<sup>rd</sup> killing our biology both times. We are working with outside consultants and the DEQ to bring the plant back to normal operating parameters.

## Current & Upcoming Projects

### Small Diameter Water Main Replacement

**Scope:** Engineer of Record and Staff has identified aged water mains throughout the 54 miles of water distribution system. Staff and West Yost will take a phase approach to replace the 5 miles of small diameter water mains.

**Status:** Project RFP bids from Contractors have been submitted. Staff awarded Project in September 2022. Pre-Construction meeting scheduled for October 2022.

### Pleasant Valley Bridge Water Main Repair

**Scope:** Pac Excavation to repair a broken 12" water main, replace 22 pipe hangers, and provide additional supports inside Pleasant Valley Bridge.

**Status:** Pac Excavation repaired the water main in August, 2022. Pac Excavation has ordered all materials and will schedule to install once materials are received.

### Water Master Plan – West Yost

**Scope:** Develop Water Master Plan to support development.

**Status:** Water Master Plan is scheduled for completion in November 2022. Staff will provide updates as necessary.

### Stormwater Master Plan – West Yost

**Scope:** Develop Stormwater Master Plan to support development

**Status:** Stormwater Master Plan is scheduled for completion in June 2023. Staff will provide updates as necessary.

### Backwash Pump Evaluation – West Yost

**Scope:** Install backwash pump, utilizing the clearwell for filter backwashes and the corresponding effects on the distribution system and treatment.

**Status:** Project awarded to Pacific Excavation. Backwash pump has been back ordered, projected arrival date was changed from November 2022, until December 2022 due to back ordering from vendor. Construction started May 2022. Project on schedule, other than the arrival of the backwash pump.

### Finished Water Pump VFD Evaluation – West Yost

**Scope:** Evaluate feasibility to add a Variable Frequency Drive (VFD) to the current finish water pumps to maintain a constant level in clearwell to help facilitate backwash pumping.

**Status:** Project awarded to Pacific Excavation, with VFD installation coordinated with The Automation Group (TAG). Projected pump arrival date was changed from November 2022, until December 2022 due to back ordering from vendor.

### Fluoride at WTP

**Scope:** Fluoride system at WTP has failed/End of life budgeted for replacement this FY23.

**Status:** PW Staff ordered replacement parts. Arrival for replacement parts TBD. Staff will provide updates to Council as necessary.

### Water Meter Modernization

**Scope:** Replace water meters through the entire water distribution system.

**Status:** Public Works staff purchased 3000 Kamstrup Smart Ultrasonic water meters. Public Works staff has installed 2400 meters to date, project is 80% complete.

## Wastewater Filter Belt Press

**Scope:** Filter Belt Press was installed in approx. 1974 and is an operational and financial challenge to keep operating, looking to prepurchase new dewatering equipment for the wastewater treatment plant as part of the upgrade project.

**Status:** PW staff currently working with Engineer of Record to confirm sizing of dewatering equipment.

# MEMORANDUM



TO: CITY COUNCIL  
FROM: Greg Springman, Public Works  
DATE: October 11, 2022  
SUBJECT: Mahler WRF Project Update

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Public Works staff and our engineering consultant West Yost would like to keep City Council updated on the Mahler WRF Upgrades Project. This update will be provided on a monthly basis and contains the following sections:

- Section 1. Project Overview and Current Status
- Section 2. Project Schedule Update & City Council Engagement
- Section 3. Project Budget Status Update
- Section 4. Updates on Key Issues

## 1. PROJECT OVERVIEW AND CURRENT STATUS

Due to project funding requirements, the Mahler WRF Project has been divided into 2 project phases:

- **Phase 1** includes construction of the new influent pump station (IPS), which is where all water from the City's sewer collection system enters the treatment plant.
  - **Estimated Const. Cost:** The Phase 1 estimated construction cost is \$9 Million. Approximately \$2 Million of Phase 1 equipment and special services will be supplied by TAG, the City's Integrator-of-Record.
  - **Current Status:** Phase 1 bids were received on Sept. 22<sup>nd</sup>. The low bid of \$8,196,000 was submitted by Slayden Construction. The lowest bid is approximately 28% over the Engineer's estimated cost of \$6,400,000. The City's local contracting rules prohibit awarding bids for any amount that is greater than 25% over the Engineer's Estimate. Therefore, the City is unable to award the project to Slayden based on these local requirements and City staff are evaluating options for how to proceed with Phase 1.
- **Phase 2** will include the majority of other treatment plant upgrades and has an estimated budget of \$30M-\$40M.
  - **Estimated Const. Cost:** The Phase 2 estimated construction cost is approximately \$40 Million.
  - **Current Status:** Phase 2 is currently being designed by West Yost.
- Future or additional phases for the Mahler WRF upgrades may include:
  - **South Santiam River Outfall Replacement:** The City's current outfall to the South Santiam River is undersized and located in a portion of the river where it is being buried by rocks. The City is working with DEQ and other regulatory agencies on the best approach for addressing long-term river discharge. If replacement is required, the City's goal is to include this work in Phase 2 upgrades. City staff recommend proceeding with permitting for the new river outfall so that this portion can be included in Phase 2 if it is determined to be necessary.
  - **Offsite Class A Biosolids Composting Facility:** The City has considered partnering with Albany and Lebanon to construction an offsite biosolids processing facility that would provide better opportunities for reusing the biosolids produced by the Mahler WRF.

## 2. PROJECT SCHEDULE UPDATE & CITY COUNCIL ENGAGEMENT

Below is a project schedule summarizing the currently anticipated schedule for Phases 1 and 2 of the Mahler WRF Improvements Project on a quarterly basis through the anticipated completion of construction in mid-2025.

	2022			2023				2024				2025	
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
WRF Phase 1													
WRF Phase 2													
Planning & Design			Bidding & Contracts				Construction						

Upcoming Project activities and City Council actions include:

**3<sup>rd</sup> Party Special Inspections and Testing Services (RCA):** On 9/13, Public Works accepted proposals from two firms to provide 3<sup>rd</sup> Party Special Inspections and Testing Services on Phases 1 and 2 of the Project. The proposals are being scored.

**Electronic Construction Document Control System (RCA):** On 9/15, Public Works accepted proposals from two firms to an Electronic Construction Document Control System (ECDCS) for Project Phases 1 and 2. The proposals are being scored.

**Phase 1 Owner-Supplied Equipment (RCA):** West Yost has prepared an Equipment Sole Source Memo for procurement of specialized electrical equipment along with draft equipment procurement contracts for Phase 1 Owner-Supplied equipment to be provided by TAG, the City's Integrator-of-Record. This portion of the project is currently on-hold pending resolution of how the City will proceed with Phase 1 improvements.

**Phase 1 Construction Recommendation of Award (RCA):** Award of Phase 1 construction is on hold because the lowest bid was greater than 25% higher than the Engineer's Estimate, which is a requirement of the City's local contracting rules.

**Mahler WRF Groundbreaking Ceremony:** City Council will be invited to participate in the groundbreaking ceremony for the Mahler WRF Improvements project as soon as a plan for Phase 1 construction is determined and re-bidding, if required, is completed.

### 3. PROJECT BUDGET STATUS UPDATE

The following budget status updates provide a high-level review of contract amounts and expenditures for engineering services, Owner-supplied electrical equipment, Construction, 3<sup>rd</sup> Party Special Inspections and Testing and the Electronic Construction Document Control System.

#### a. Construction

Budget status updates will be provided after the Phase 1 Contractor is selected and construction begins in Q4 2022. The Phase 1 construction scope is currently under review based on bids received from pre-qualified contractors.

#### b. Owner-Supplied Electrical Equipment

Budget status updates related to owner-supplied electrical equipment to be provided by TAG serving as the City's Integrator-of-Record will be provided following approval of TAG contracts. Electrical Equipment pre-purchase is currently on hold pending a determination of the scope of planned Phase 1 upgrades.

#### c. 3<sup>rd</sup> Party Special Inspections and Testing Services

Budget status updates for 3<sup>rd</sup> Party Special Inspections and testing will be provided once Phase 1 construction begins. Proposals are currently being reviewed by City staff.

#### d. Electronic Construction Document Control System (ECDCS)

Budget status updates for ECDCS will be provided once Phase 1 construction begins. Proposals are currently being reviewed by City staff.

#### e. Engineering Services

Firm	Dates	Purpose	Contract Amount	% Complete
Murraysmith <sup>(1)</sup>	2018 – 2021	Preliminary and Final Design	\$2,134,373	100%
West Yost	Jul 2021	Final Design Review	\$66,224	100%
West Yost <sup>(2)</sup>	Aug 2021 – present	Project Planning, Permitting, Preliminary and Final Design	\$3,428,335	70%
West Yost <sup>(3)</sup>	Oct 2022 thru 2025	Engineering Services During Construction (ESDC)	\$879,670	0%

(1) Contract Amount listed is actual amount paid to Murraysmith by City. This amount may be paid to Murraysmith is currently being confirmed by City staff.

(2) West Yost's current Mahler WRF design contract is for completion of Phase 1 final design and carrying Phase 2 design to 60% completion. Phase 2 final design will be contracted in Q2 2023.

(3) West Yost's current Mahler WRF construction services contract is for Phase 1 only. Phase 2 construction services is anticipated to be contracted in Q2 2023.

#### 4. UPDATES ON KEY ISSUES

- **MWRF Phase 1 Construction.** The lowest Phase 1 bid submitted by Slayden Construction was 28% higher than the Engineer's Estimate, which exceeds the limit of 25% mandating in the City's local contracting rules. Therefore, the City is unable to award the project and City staff are evaluating options.
- **Current MWRF Permit Compliance Issues.** Recently the MWRF has been experiencing regular compliance issues due to unauthorized discharges to the City's sewer collection system that are impacting the biological treatment process. Staff are working to identify the source of these illegal discharges.
- **Expenditure of Oregon Legislature Funding.** Public Works is working on a plan to spend the \$7M in grant funding awarded to the City by the Oregon Legislature by June 30, 2023.
- **Preliminary Engineering Report (PER) Update.** Concurrent with Phase 2 design, West Yost's team is also working on updating the Preliminary Engineering Report (PER) required for obtaining USDA funding for the project. The PER will be submitted to USDA and Oregon DEQ for review and approval. The updated project cost estimate included in the PER will be used to secure funding for the project. City staff met with USDA to discuss overall project funding on Thursday, October 6<sup>th</sup>.
- **Outfall Permitting and "Crosscutters".** A key issue that has come up in consultation with regulatory agencies is the plan for increasing the capacity of the WRF outfall pipeline to the South Santiam River. The original plan to install and "overflow" to the river may present permitting challenges. The City is currently considering options, but the best long-term solution may be to replace the outfall pipeline in the river. This would allow the outfall to be relocated to a deeper section of the river where it will have improved mixing and additional capacity.