# CITY OF SWEET HOME
# CITY COUNCIL
# AGENDA

September 22, 2020, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

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

**Mission Statement**

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

**Meeting Information**

The City Council will hold a Regular City Council meeting at 6:30 p.m. in the City Council Chambers at City Hall, 3225 Main Street. In order to protect residents, staff, and elected officials due to the novel COVID-19 virus, the frequency and length of public meetings, including the City Council, boards and commissions, will be minimized. Non-urgent and non-essential City business with expected public feedback will be postponed whenever possible. Individuals attending public meetings in person will be limited to the first six people, required to maintain appropriate social distancing, (6-ft.) and be free of symptoms related to COVID-19. The City of Sweet Home City Council 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 City Council meeting live, online visit **live.sweethomeor.gov**. If you don't have access to the internet you can call in to 541-367-5128 and you'll be asked to choose option #1 to be logged in to the call. The call-in function is only available fifteen (15) minutes before and after the start of the meeting.

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon public meeting law, and has been approved by the Mayor as Chairperson of the meeting. All votes will be conducted by Roll Call Vote.

**Call to Order and Pledge of Allegiance**

**Roll Call**

**Consent Agenda:**

Approval of Minutes:

a) 2020-08-03 City Council Work Session (pg. 4)

b) 2020-08-25 City Council (pg. 6)

c) 2020-08-25 City Council Work Session (pg. 10)

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

**Old Business:**

a) Request for Council Action - ODOT Art in the Public Right-of-Way Agreement (pg. 12)

b) Request for Council Action – 2020/21 Visitor Center Contract (pg. 33)

**New Business:**

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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.*

a) Information Only - DEQ Stormwater TMDL Annual Report Acceptance Letter (pg. 44)

b) Request for Council Action - Resolution No. 24 for 2020, Harvest Festival Road Closure (pg. 59)

c) Request for Council Action - Property Line Adjustments on Wastewater Treatment Plant Properties (pg. 65)

d) Request for Council Action – Acceptance of Linn County Youth Activities Grant (pg. 79)

e) Request for Council Action - Request for Proposal for Wastewater Treatment Plant Value Engineering Study (pg. 87)

**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) Request for Council Action – Ordinance No. 11 for 2020 - An Ordinance Amending the Official Zoning Map (pg. 147)

**Reports of Committees:**

Administrative and Finance/Property

Charter Review Committee

Park and Tree Committee

Youth Advisory Council

Chamber of Commerce

Council of Governments

Area Commission on Transportation

Solid Waste Advisory Council

Ad Hoc Committee on Health

Legislative Committee

**Reports of City Officials:**

Mayor's Report

a) Discussion Only - Donation of Annex Building to City of Detroit

City Manager's Report

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

Library Services Director

a) Department Council Report / August, 2020 (pg. 155)

Community and Economic Development Director

a) CEDD Monthly Report, August, 2020 (pg. 157)

Public Works Director

a) Public Works Activities Report August 2020 (pg. 162)

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

Finance Director

a) Finance August 2020 Monthly Report (pg. 166)

Police Chief

a) Police Department Monthly Report (pg. 175)

City Attorney

**Council Business for Good of the Order**

a) Comcast Programming Changes (pg. 177)

**Adjournment**

# CITY OF SWEET HOME
# CITY COUNCIL WORK SESSION
# MINUTES

September 03, 2020, 5:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi
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**Mission Statement**

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**Meeting Information**

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**Call to Order**

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

**Roll Call**

PRESENT
Mayor Greg Mahler
President Pro Tem Diane Gerson
Councilor Cortney Nash
Councilor Dave Trask
Councilor James Goble (video)
Councilor Lisa Gourley
Councilor Susan Coleman

STAFF
City Manager Ray Towry
Public Works Director Greg Springman
Engineer Tech Trish Rice
Communications Specialists Lagea Mull

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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.*

City Attorney Robert Snyder
Administrative Assistant Julie Fisher

MEDIA
Kelly Kenoyer, The New Era

SPEAKERS
Austin Rambin, Murraysmith

**Old Business:**

Service Development Fees Review

City Manager Towry presented the City Council with SDC components, that includes Transportation, Parks, Water, Stormwater and Wastewater and percentage that each fund receives from development fees. Comparable cities and their average SDCs were reviewed. Scenarios for a gradual increase over a 4 year period and a 5 year period were presented.

There was discussion on the preference of Council for smaller increases over a period of 5 years or a larger increase over a period of 4 year. Council discussed the SDC ceiling of $15,000 at the end of the 4 year period.

Austin Rambin with Murraysmith explained methods options the Council could consider. An accelerator method Engineering News Record (ENR) was presented. Austin presented additional Policy Considerations such as Developer Credits, Stormwater Fees, Exemptions, and Discounts. Phasing and inflation options were also discussed. Murraysmith presented a project schedule that avoids meeting dates close to upcoming holidays.

**New Business:**

**Adjournment**

With no further discussion, the meeting adjourned at 6:23 PM.

_____
Mayor

ATTEST:

_____
City Manager – Ex Officio City Recorder

# CITY OF SWEET HOME
# CITY COUNCIL
# MINUTES

August 25, 2020, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi
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**Call to Order and Pledge of Allegiance**

The City Council meeting was Called to Order at 6:30 PM.

**Roll Call**

PRESENT
Mayor Greg Mahler
President Pro Tem Diane Gerson
Councilor Cortney Nash
Councilor Dave Trask
Councilor James Goble (video)
Councilor Lisa Gourley
Councilor Susan Coleman

STAFF
City Manager Ray Towry
Finance Director Brandon Neish
Public Works Director Greg Springman
Police Chief Jeff Lynn (video)

Community and Economic Development Director Blair Larsen
Library Director Rose Peda (video)
Utilities Manager Steven Haney
Engineer Technician Trish Rice
Administrative Assistant Julie Fisher
Communication Officer Lagea Mull

MEDIA
Kelly Kenoyer, The New Era

**Consent Agenda:**

Motion to approve the Consent Agenda made by Councilor Coleman, Seconded by Councilor Trask.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Nash, Councilor Trask, Councilor Gourley, Councilor Coleman
Voting Abstaining: Councilor Goble (not able to vote due to video conferencing difficulties)

Approval of Minutes:

a) 2020-08-11 City Council (pg. 3)

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

None

**Old Business:**

b) Request for Council Action - Replacement of Public Works' Street Sweeper (pg. 10) (Moved to 09/08/2020 Agenda)

The Street Sweeper Replacement discussion was tabled until September 8, 2020.

c) Request for Council Action - City Engineer of Record Contract (pg. 41)

Public Works Director Greg Springman introduced the Request for Council Action for City Engineer of Record Service Contract Authorization. PWD Springman and Engineer Technician Trish Rice explained the Request for Proposal process in which 5 proposals were received. Staff ranked each proposal and determined West York Associates to be the most qualified.

Motion to authorize staff to execute a contract with West Yost Associates as Engineer of Record for the City of Sweet Home made by Councilor Gourley, Seconded by Councilor Coleman.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Nash, Councilor Trask, Councilor Gourley, Councilor Coleman
Voting Abstaining: Councilor Goble (video conferencing difficulties and not able to vote)

d) Discussion Only - System Development Charge Updates (pg. 64)

Finance Director Brandon Neish presented additional information regarding Service Development Connection fees. FD Neish introduced data including service development charges for comparative cities of like population, budget, and region. Regional service development charges were also presented.

Council wanted to see a gradual increase over a period of time. Council requested a Work Session to further discuss the topic on September 3rd at 5:30 pm.

**New Business:**

None

**Ordinance Bills**

Request for Council Action and First Reading of Ordinance Bills

None

Second Reading of Ordinance Bills

Ordinance No. 11 for 2020 was read by title only. Exhibit B was not added into the packet, but was presented to the Council.

Motion to move Ordinance Bill No. 11 for 2020 to Third and Final reading made by Councilor Trask, Seconded by Councilor Coleman.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman
Voting Nay: Councilor Nash

e) Ordinance No. 11 for 2020 - An Ordinance Amending the Official Zoning Map (pg. 78)

Third Reading of Ordinance Bills (Roll Call Vote Required)

Ordinance Bill No. 10 for 2020 -Ordinance No. 1290 was read by title only. Exhibit B was presented to the Council.

Motion to approve Ordinance Bill No. 10 for 2020 - Ordinance 1290 made by Councilor Coleman, Seconded by Councilor Trask.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman
Voting Nay: Councilor Nash

f) Ordinance Bill No. 10 for 2020 –Ordinance No. 1290 An Ordinance Annexing and Amending the Official Zoning Map (pg. 103)

**Reports of Committees:**

Charter Review Committee

Councilor Gerson announced the Charter Review Committee will meet on September 22nd.

Ad Hoc Committee on Health

Councilor Gourley reported the subcommittee that oversees the Community Health Fair is seeking ways they can outreach to discuss emotional well being.

**Reports of City Officials:**

Mayor's Report

No Report

City Manager's Report

City Manager Towry announced this Friday from 1:30pm - 3pm, a drive thru farewell for Senior Center Director Ken Bronson's retirement will be at the Jim Riggs Community Center.

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

Finance Director

g) July 2020 Monthly Report (pg. 119)

A written Finance Department report was included in the packet. There were no questions from the Council.

Police Chief

h) Department Council Report (pg. 129)

A written Police Department report was included in the packet. There was no questions from Council.

City Attorney

No Report

**Council Business for Good of the Order**

Councilor Trask stated he is trying to organize a ceremony in memory of September 11th at the Sweet Home Track and Football Field. The ceremony will be held on September 11th in the evening.

**Adjournment**

With no further business, the City Council meeting adjourned at 7 PM.

_____
Mayor

ATTEST:

_____
City Manager – Ex Officio City Recorder

# CITY OF SWEET HOME
# CITY COUNCIL
# MINUTES

August 25, 2020, 5:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

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**Call to Order**

The City Council Work Session was Called to Order at 5:30 PM.

**Roll Call**

PRESENT
Mayor Greg Mahler
President Pro Tem Diane Gerson
Councilor Cortney Nash
Councilor Dave Trask
Councilor James Goble (video)
Councilor Lisa Gourley
Councilor Susan Coleman

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STAFF
City Manager Ray Towry
Finance Director Brandon Neish
Public Works Director Greg Springman
Utilities Manager Steven Haney
Engineer Technician Trish Rice
Administrative Assistant Julie Fisher
Communications Specialists Lagea Mull

MEDIA
Kelly Kenoyer

**Old Business:**

a) Information Only - Wastewater Treatment Plant Improvements 60% Design

Austin Rambin and Tom Perry with Murraysmith presented the Council with an update on the Wastewater Treatment Plant Improvements reporting design is 60% complete. After Introductions, the project history was reviewed. The future schedule was presented. There was a time for questions and answers. No official decisions were made during the Work Session.

**Adjournment**

With no further business, the Work Session was adjourned at 6:04 PM.

_____
Mayor

ATTEST:

_____
City Manager – Ex Officio City Recorder

# REQUEST FOR COUNCIL ACTION

| | |
|---|---|
| **Title:** | ODOT Art in the Public Right-of-Way Agreement |
| **Preferred Agenda:** | September 22, 2020 |
| **Submitted By:** | Blair Larsen, Community & Economic Development Director |
| **Reviewed By:** | Ray Towry, City Manager |
| **Type of Action:** | Resolution ___ Motion ____ Roll Call ____ Other __X__ |
| **Relevant Code/Policy:** | SH Charter, Chapter I, Powers of the City |
| **Towards Council Goal:** | Aspiration I: Desirable Community |
| **Attachments:** | Proposed ODOT IGA<br>Logger Statue Draft Engineered Roof Plan<br>Logger Statue Draft Roof 1<br>Logger Statue Draft Roof 2<br>Logger Statue Pictures 1-4 |

**Purpose of this RCA:**

The purpose of this RCA is to inform the Council of the Proposed Intergovernmental Agreement from ODOT for the maintenance of the artwork in the ODOT right-of-way and on ODOT property. In addition, Staff is seeking direction from the Council regarding a citizen-led initiative to place a roof over the Logger Statue currently standing on ODOT property, and the possibility of seeking a property line adjustment to take the area out of the ODOT right of way.

**Background/Context:**

The art sculpture of two men standing on springboards using a crosscut saw to cut a tree was originally made as a fund raiser for the 2018 Boy & Girls Club of the Greater Santiam. The sculpture is approximately 16ft high, standing on a tripod base of the original tree shape. It was placed in the Fall of 2018. The sculpture is very heavy and is anchored to the base concrete of an existing platform, with drilled anchors.

Because it sets within the old abandoned – though still preset – Right-of-Way of Holley Road, the structure is within ODOT jurisdiction. The entire corner there at the junction of Main St, Holley Rd, and Long St, is still either an owned tax lot (in the middle, see map) and the original roadway rights-of-way. There are two other structures on that land, one being a large petrified rock with a roof structure, and the second being a concrete structure with to pictorial symbol only (no text) of the city logo. The sculpture location is within the framework of a previous Rose Arbor, and at least 50ft from the nearest curb. The adjacent East Linn Museum has historically maintained the corner area. The sidewalk section between Long St and Main St is on the property of the East Linn Museum.

ODOT requires an Intergovernmental Agreement with the local jurisdiction for maintenance of the structure. ODOT also requires the local jurisdiction to own the structure, not a private group. The Council previously adopted a resolution to enter into an intergovernmental agreement (IGA) with ODOT for the maintenance of the artwork.

ODOT returned a proposed IGA to the City. Staff have reviewed it, and are requesting some changes.

In addition, citizens have approached the City, seeking to place a roof over the statue of the loggers, which would require approval from both the City and ODOT, and further modification of the IGA.

Finally, Staff has determined that future work or changes to the area would be much easier if the City pursued a property line adjustment to remove the area from the ODOT right-of-way.

**The Challenge/Problem:**

How should the City work with Citizens and ODOT to maintain artwork in the public right-of-way and on ODOT property?

**Stakeholders:**

- Sweet Home City Council – The City Council has the authority to enter into agreements with other governmental agencies.
- Oregon Department of Transportation – ODOT owns the property in question, and their cooperation and permission is required for any changes and future maintenance.
- Sweet Home Citizens – Citizens deserve an attractive City, including artwork in public areas.

**Issues and Financial Impacts:**

The Citizens requesting a roof over the sculpture have indicated that they will be financing the construction and labor. The only financial cost is the staff time necessary to modify the agreement with ODOT and review permits for the structure. If the Council chooses to cover the building permit fees for a structure, then there will be a small cost for the necessary third-party inspections. If a property line adjustment is pursued, City Staff estimates that it could cost approximately $2,000 in survey and recording fees.

**Elements of a Stable Solution:**

A stable solution would include an agreement with ODOT for the maintenance of the artwork, and the erection of whatever structures the City Council believes are appropriate on the site and that ODOT is willing to allow.

**Options:**

1. *Do nothing* – Make no additions to the IGA with ODOT, or any accommodations for a new structure.
2. *Direct Staff to Work with ODOT to Allow a Roofed Structure over the Loggers Statue* – Staff will seek to make the necessary changes to the IGA in order for volunteers to erect a roof over the statue.
3. *Direct Staff to Seek a Property Line Adjustment with ODOT to Move the Area Out of the Public Right-Of-Way* – Staff will investigate the process and costs of a property line adjustment to remove the area out of ODOT's jurisdiction.
4. *Direct Staff to Investigate Other Options* – Staff can research different methods of protecting the artwork and any necessary changes to the IGA

**Recommendation:**

Staff does not have a specific recommendation, but seeks direction from the Council in the form of consensus of the Council.

Misc. Contracts and Agreements
No. 34154

**INTERGOVERNMENTAL AGREEMENT**
**Sweet Home Maintenance Station Artwork**
**City of Sweet Home**

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

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

2. Oregon Route 20 (Santiam Highway) and Oregon Route 228 (Halsey-Sweet Home Highway) are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC) and is routed through the corporate limits of Agency.

3. State owns and operates a maintenance yard on state property within the city limits of Agency. Sweet Home Maintenance Station has a mural painted on the side of the building facing Oregon Route 20 (OR 20). State and Agency previously entered into Intergovernmental Agreement No. 30533, approved May 7, 2015, where Agency requested to provide maintenance for the mural in accordance with Highway Division Directive No. HWY 01 *Placement of Artwork on State Highway Right of Way*.

4. State also owns and operates the adjacent wide grass planter landscape area at the intersection of OR 20, OR 228, and Long Street on state property within the city limits of Agency. The yard area has three separate sculptural artworks constructed within its limits:

    i. Object A, City Logging Sculpture;
    ii. Object B, Petrified Wood with Shelter; and
    iii. Object C, Concrete Frame with Logo.

    Agency has requested to provide maintenance for these three sculptural artworks, in addition to the mural artwork, identified in Recital 3, hereinafter referred to as "Artwork." State's condition of approval includes this Agreement to be signed by State and Agency in accordance with Highway Division Directive No. HWY 01 *Placement of Artwork on State Highway Right of Way*.

5. Agency has also requested to provide landscape maintenance for the wide grass planter landscape area at the intersection OR 20, OR 228, and Long Street. This Agreement will address responsibilities of each Party in regard to the maintenance

**Commented [HH1]:** This is really just background information about the previous agreement, so that we can bring it into the current agreement, but I have separated out the information in Recital 4 as you requested, so please let me know if it works for you

**Commented [HH2]:** I left the "Artwork" defined separately from the landscape maintenance in order to be able to identify it specifically within the Agency obligations.

of the Artwork and the landscape maintenance of the wide grass planter area, hereinafter referred to as "Project."

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

**TERMS OF AGREEMENT**

1. Under such authority, State will permit Agency to perform maintenance work on:

   a. the mural, previously identified in Agreement No. 30533,

   b. the sculptural artworks, identified as

      i. Object A, City Logging Sculpture,
      ii. Object B, Petrified Wood with Shelter, and
      iii. Object C, Concrete Frame with Logo, and

   c. landscape maintenance of the wide grass planter landscape area,

   hereinafter referred to as "Project." The location of the Project and description of artwork is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. The Artwork is considered temporary, and the above permission is granted only until such time as the State or Federal Highway Administration (FHWA) deems it necessary to terminate the services. Because use is temporary and no right is granted, Section 4(f) of the Department of Transportation Act of 1966 will not apply to future highway expansion projects.

3. The Parties shall each be responsible for their own costs related to their obligations defined herein.

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as five (5) calendar years.

**AGENCY OBLIGATIONS**

1. Agency shall notify State's District 4 Office at least three (3) business days prior to onsite work at the Sweet Home Maintenance Station. No notice shall be required for work at the landscape area at the intersection of OR 20, OR 228 and Long Street.

2. Agency shall, at its own expense, perform routine maintenance and upkeep of the Artwork to keep them clean and in good repair, including, but not limited to:

**Commented [HH3]:** This is to be able to identify the maintenance of the murals and landscape maintenance as the "entire Project"

**Commented [HH4]:** I separated this out to make it clearer as well, but if you find it unnecessary, I can put it back to how it originally was.

It read as one paragraph like this:

Under such authority, State will permit Agency to perform maintenance work on the mural, previously identified in Agreement No. 30533, the sculptural artworks, identified as Object A, City Logging Sculpture, Object B, Petrified Wood with Shelter, and Object C, Concrete Frame with Logo, and landscape maintenance of the wide grass planter landscape area, hereinafter referred to as "Project." The location of the Project and description of artwork is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

**Commented [MBT5]:** Does this mean the area cannot be listed as a park or future park?

**Commented [HH6R5]:** Yes, this means it cannot be listed as a park or future park

**Commented [MBT7]:** The landscape maintenance in this area needs to be maintained by the city. The exhibit should outline the area to maintain.

**Commented [HH8R7]:** I have added Agency Obligation 8 to address the landscape maintenance. Please let me know if you need more detail than this to address landscaping maintenance.

a. Any damage to the Artwork due to vehicle crashes, vandalism including graffiti, acts of nature, or regular wear or aging must be repaired or removed by Agency within fourteen (14) days of discovery.

b. Offensive graffiti must be removed within forty-eight (48) hours of discovery.

3. Agency shall, at its own expense, perform routine maintenance and upkeep of the mural artwork to keep the mural clean and in good repair, including, but not limited to:

   a. Touch-up paint

   b. Apply protective clear coat

4. Agency shall replace, at its own expense, the two concrete walkways between the Artwork and adjacent sidewalks.

5. Upon completion of the concrete walkways, Agency shall, at its own expense, perform routine maintenance and upkeep of the concrete walkways to keep them in good repair, including, but not limited to:

   a. Routine inspections to detect deterioration of, or defects in, the walkways and schedule necessary maintenance, repair, replacement, or improvement

   b. Maintaining and repairing the walkways wherever the walkways have been damaged by any cause.

   c. When the walkways are damaged so that pedestrian access would be dangerous, Agency is responsible for installing a temporary repair within three (3) business days of receiving notice of such damage. Agency is responsible for installing a permanent repair of damaged walkways within twenty-one (21) days of receiving notice of damage to the walkways.

6. All work must be conducted in a manner to minimize interference with highway traffic and to control said traffic according to *Oregon Temporary Traffic Control Handbook (OTTCH)* and the *Manual on Uniform Traffic Control Devices (MUTCD)*. No lane restrictions are permitted on the roadway without prior authorization from the District 4 Manager.

7. If Agency fails to maintain, repair, or remove Artwork if asked by State, the Artwork may be removed by State at Agency's expense without commitment for restoration, replacement or compensation by State.

8. Agency shall be responsible for the cost and responsibility of ongoing general landscape maintenance of the Project, including but not limited to all labor, equipment, materials, trash removal, plant control and replacement of dead or dying material, weeding and pest control, mowing, and repairs due to traffic accidents, vandalism, etc.

**Commented [HH9]:** The additional obligation that now addresses the landscape maintenance responsibilities

9. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.

10. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency 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.

11. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

12. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

13. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation 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 Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that 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 contractor and subcontractor from and against any and all Claims.

14. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon 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 of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from

**Deleted:** <#>Agency shall obtain a miscellaneous permit to occupy State right of way through State's District 4 Office prior to the commencement of maintenance activities….¶
.¶

**Deleted:** <#>.¶

**Commented [BL11]:** We would like to replace this condition with a list of requirements for any subcontractor, such as insurance, etc. We anticipate that variuos volunteer and local business groups will be assisting us, under our supervision. Requiring writen approval from ODOT first, for work that will not affect the actual ROW is overly burdensome.

defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

15. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

16. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

17. Agency's Project Manager for this Project is Joe Graybill, Staff Engineer, City of Sweet Home Community and Economic Development Department, 3225 Main Street, Sweet Home, Oregon 97386; phone: (541) 818-8039 and (541) 936-2312; email: jgraybill@sweethomeor.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**STATE OBLIGATIONS**

1. State grants Agency the authority to enter state right of way for the maintenance of the Artwork as provided for in miscellaneous permit to be issued by State's District 4 Office.

2. State reserves the right to remove the sculptural artwork if Agency fails to maintain, repair, or remove the Artwork as required. Such removal shall be conducted at Agency's expense without commitment for restoration, replacement, or compensation by State.

3. State reserves the right to remove the Artwork if Agency fails to maintain, repair, or remove the Artwork as required. Such removal shall be conducted at Agency's expense without commitment for restoration, replacement or compensation by State.

4. State's Project Manager for this Project is Brian Morey, District Manager, ODOT District 4, 3700 SW Philomath Boulevard, Corvallis, Oregon 97333; phone: (541) 757-4211; email: brian.t.morey@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

   a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

   b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

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

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

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such

expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. 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.

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

9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

**Signature Page to Follow**

City of Sweet Home/ODOT
Agreement No. 34154

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

By _____
City Manager

Date _____

By _____

Date _____

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

By _____
City's Legal Counsel

Date _____

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

By _____
Region 2 Manager

Date _____

**APPROVAL RECOMMENDED**

By _____
Region 2 Maintenance and Operations Manager

Date _____

By _____
District 4 Manager

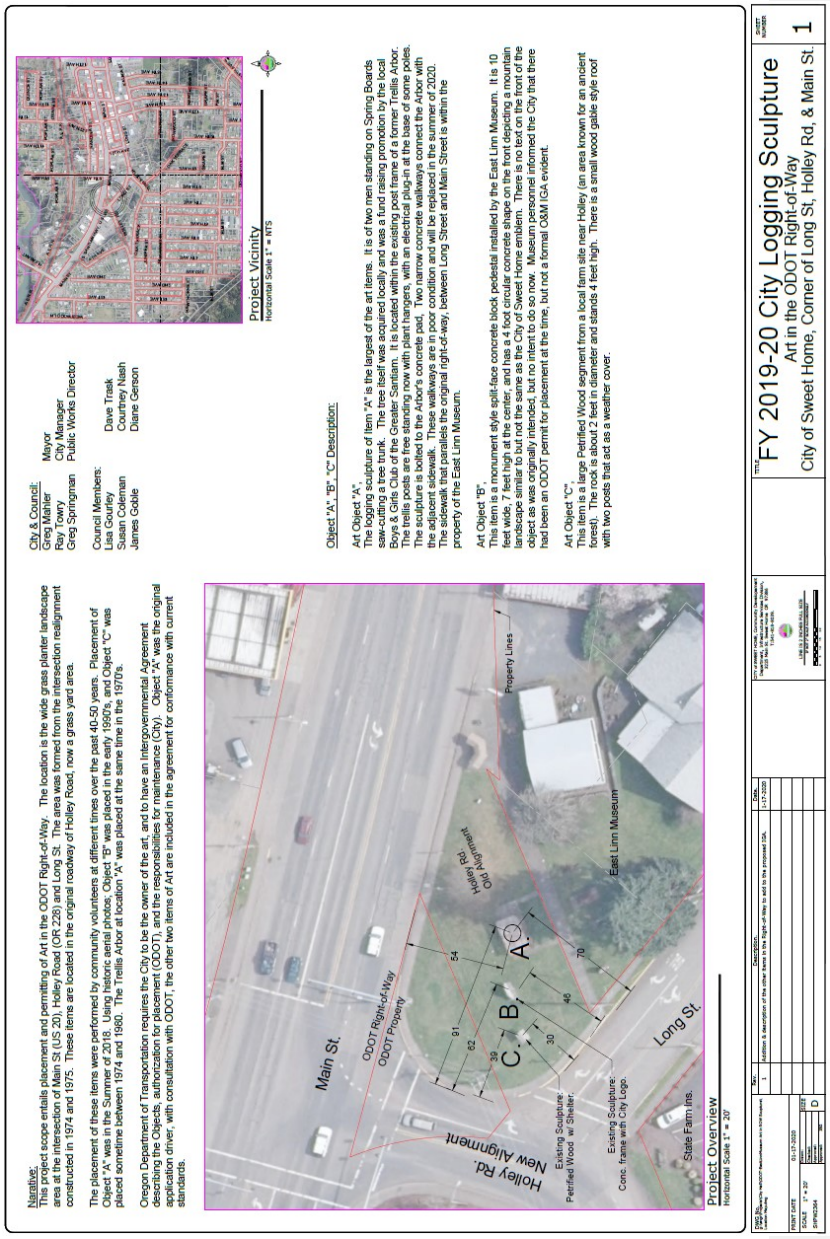
Date _____

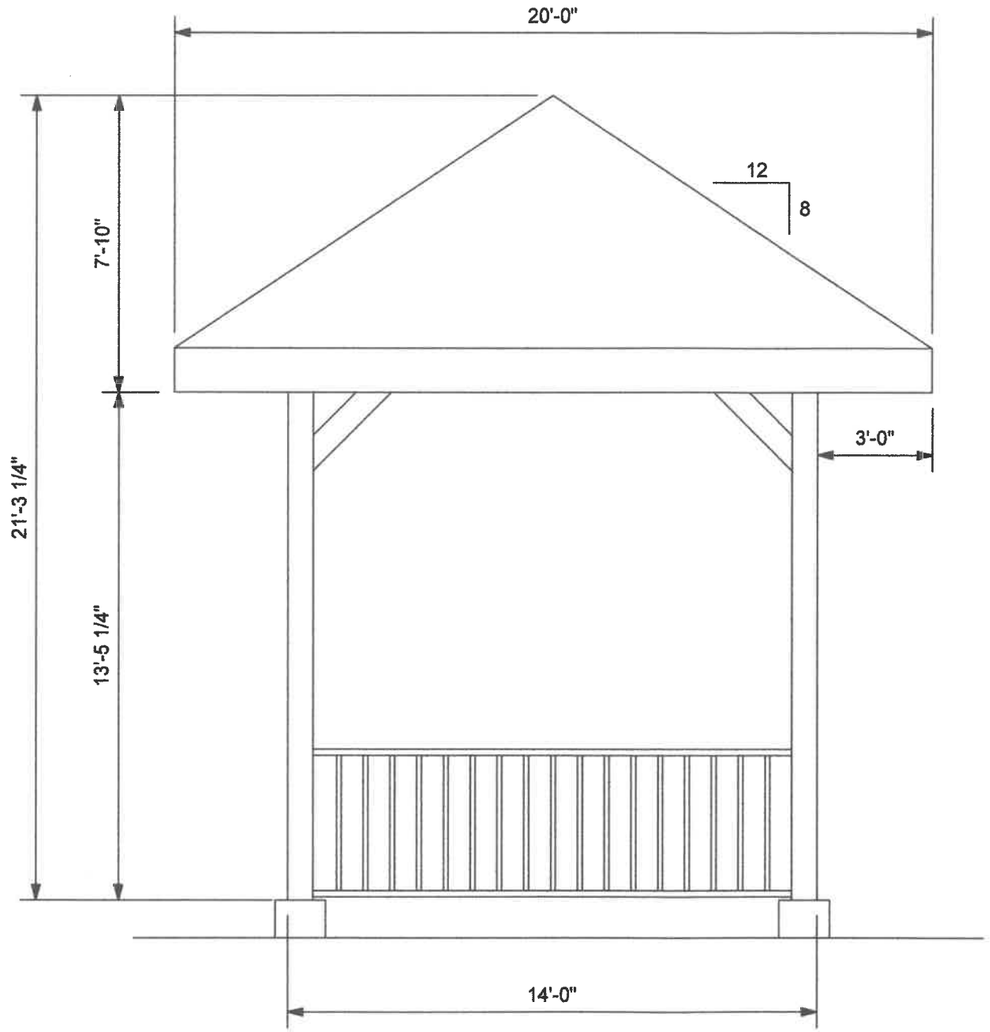
**Agency Contact:**
Joe Graybill, Staff Engineer
Community & Economic Development Dept.
City of Sweet Home
3225 Main Street
Sweet Home, Oregon 97386
(541) 818-8039
jgraybill@sweethomeor.gov

**State Contact:**
Brian Morey
District Manager
ODOT District 4
3700 SW Philomath Boulevard
Corvallis, Oregon 97333
(541) 757-4211
brian.t.morey@odot.state.or.us

City of Sweet Home/ODOT
Agreement No. 34154

**EXHIBIT A**






A / A1.0 ELEVATION

SCALE: 1/4" = 1'-0"

9/3/2020

REGISTERED PROFESSIONAL ENGINEER
50583PE
OREGON
JULY 21, 1998
JAMES DINARDO

EXPIRES: 12/31/21

PROJECT:
**SWEET HOME MUSEUM COVER**

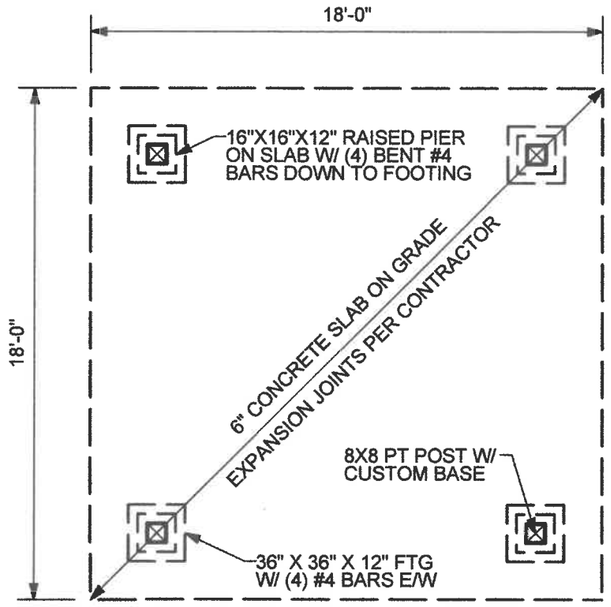
LOCATION:
**40315 MCQUEEN DRIVE SWEET HOME, OR 97386**

SHEET TITLE:
**ELEVATION PLAN**

CLIENT:
**ROBIN MILLER**

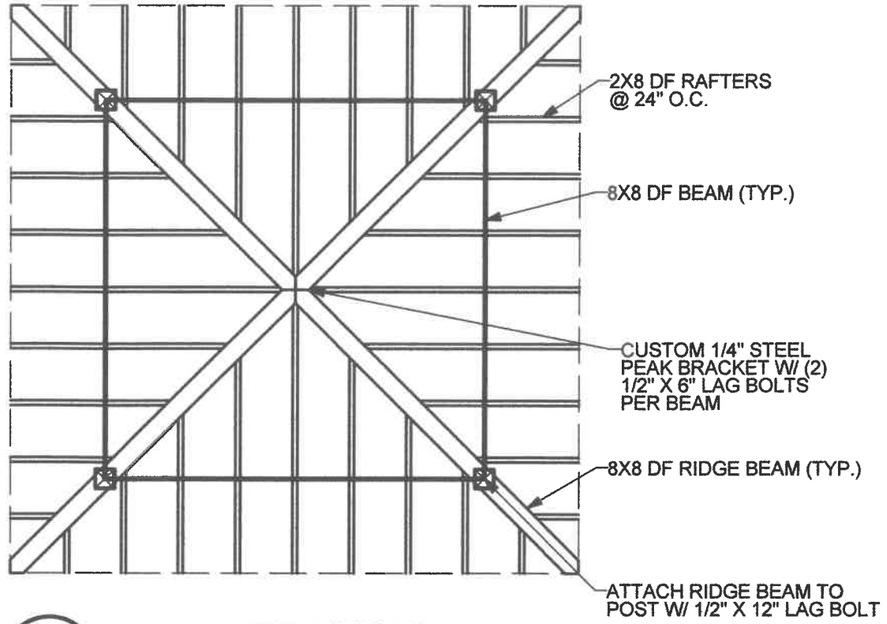
STABILITY ENGINEERING INC.
777 NE 2ND ST. SUITE 280
P.O. BOX 2646, CORVALLIS, OR 97339
TEL.: (541)223-5360 FAX: (541)223-5278

| | |
|---|---|
| JOB NO. | 20-0451 |
| DATE: | 9/3/2020 |
| DRAWN: | ZN |
| SCALE: | AS SHOWN |
| SHEET | A1.0 |



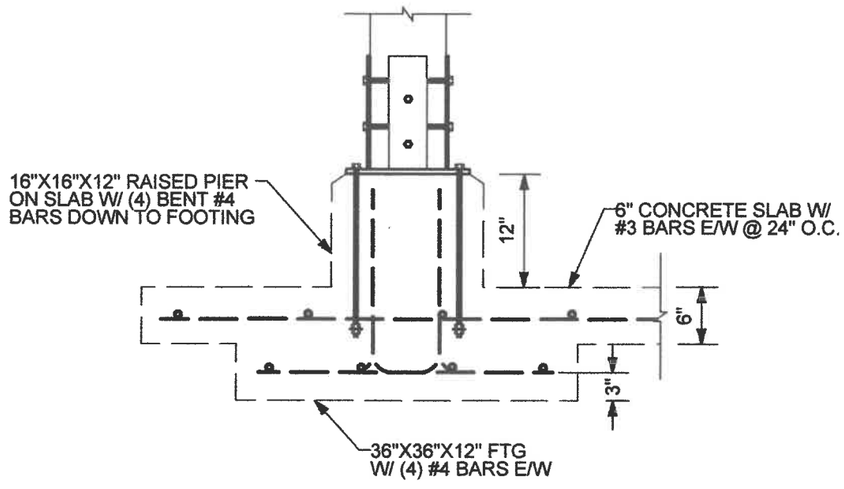

A S1.0 **FOUNDATION PLAN**

SCALE: 3/16" = 1'-0"



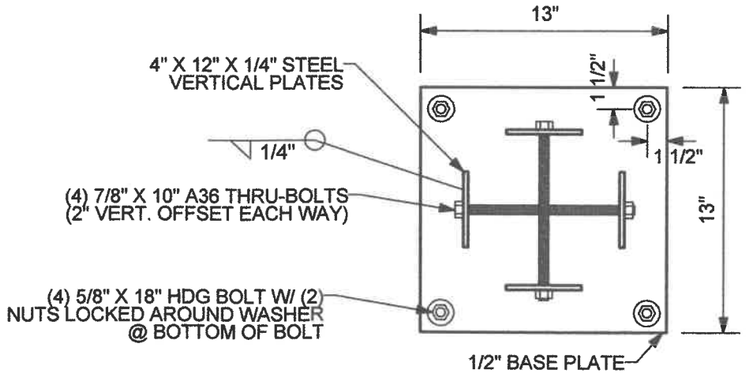

B S1.0 **ROOF FRAMING PLAN**

SCALE: 3/16" = 1'-0"




C S1.0 **FOOTING DETAIL**

SCALE: 3/4" = 1'-0"




D S1.0 **POST BASE DETAIL**

SCALE: 1 1/2" = 1'-0"

9/3/2020

REGISTERED PROFESSIONAL ENGINEER
50583PE
OREGON
JULY 21, 1998
JAMES DINARDO

EXPIRES: 12/31/21

PROJECT:
**SWEET HOME MUSEUM COVER**

LOCATION:
**40315 MCQUEEN DRIVE**
**SWEET HOME, OR 97386**

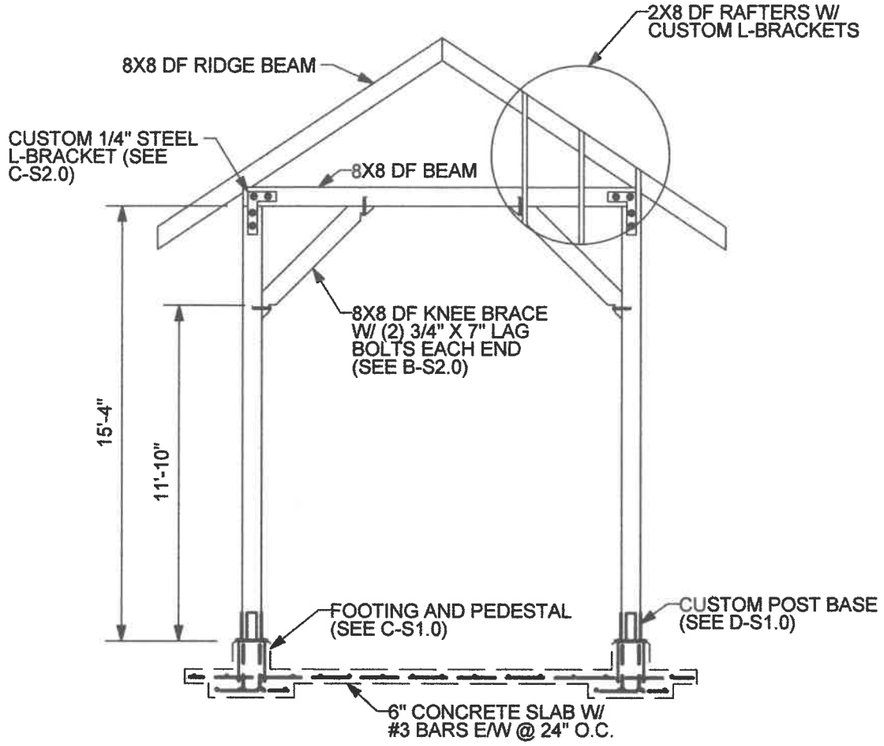
SHEET TITLE:
**FOUNDATION/ROOF PLAN AND DETAILS**

CLIENT:
**ROBIN MILLER**

STABILITY ENGINEERING INC.
777 NE 2ND ST. SUITE 280
P.O. BOX 2646, CORVALLIS, OR 97339
TEL.: (541)223-5360 FAX: (541)223-5278

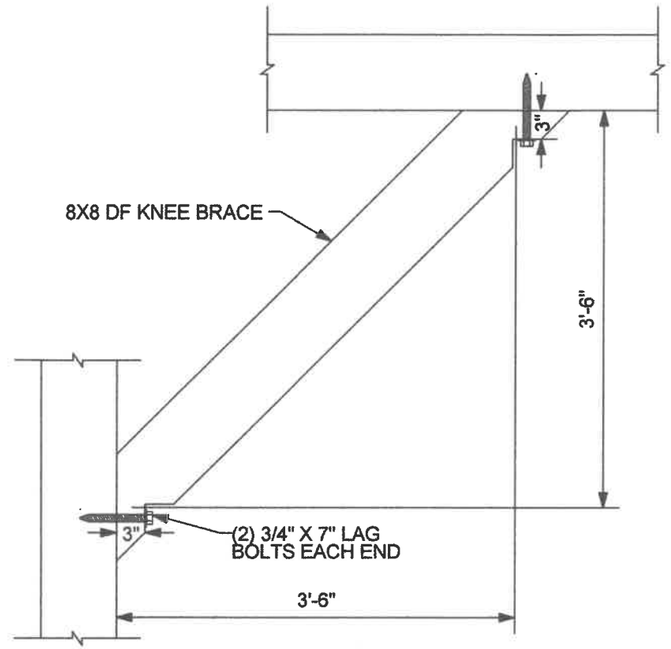
| | |
|---|---|
| JOB NO. | 20-0451 |
| DATE: | 9/3/2020 |
| DRAWN: | ZN |
| SCALE: | AS SHOWN |

SHEET
**S1.0**



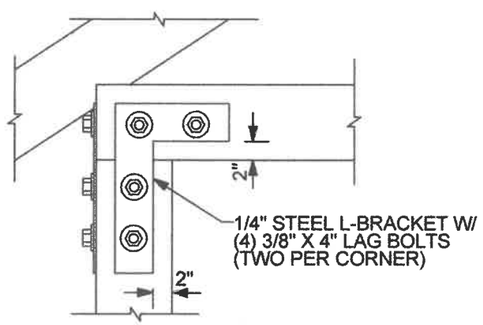

A S2.0 **SECTION DETAIL**

SCALE: 3/16" = 1'-0"




B S2.0 **KNEE BRACE DETAIL**

SCALE: 3/4" = 1'-0"




C S2.0 **CONNECTION DETAIL**

SCALE: 3/4" = 1'-0"

9/3/2020

REGISTERED PROFESSIONAL ENGINEER
50583PE
OREGON
JULY 21, 1998
JAMES DINARDO

EXPIRES: 12/31/21

PROJECT:
**SWEET HOME MUSEUM COVER**

LOCATION:
**40315 MCQUEEN DRIVE SWEET HOME, OR 97386**

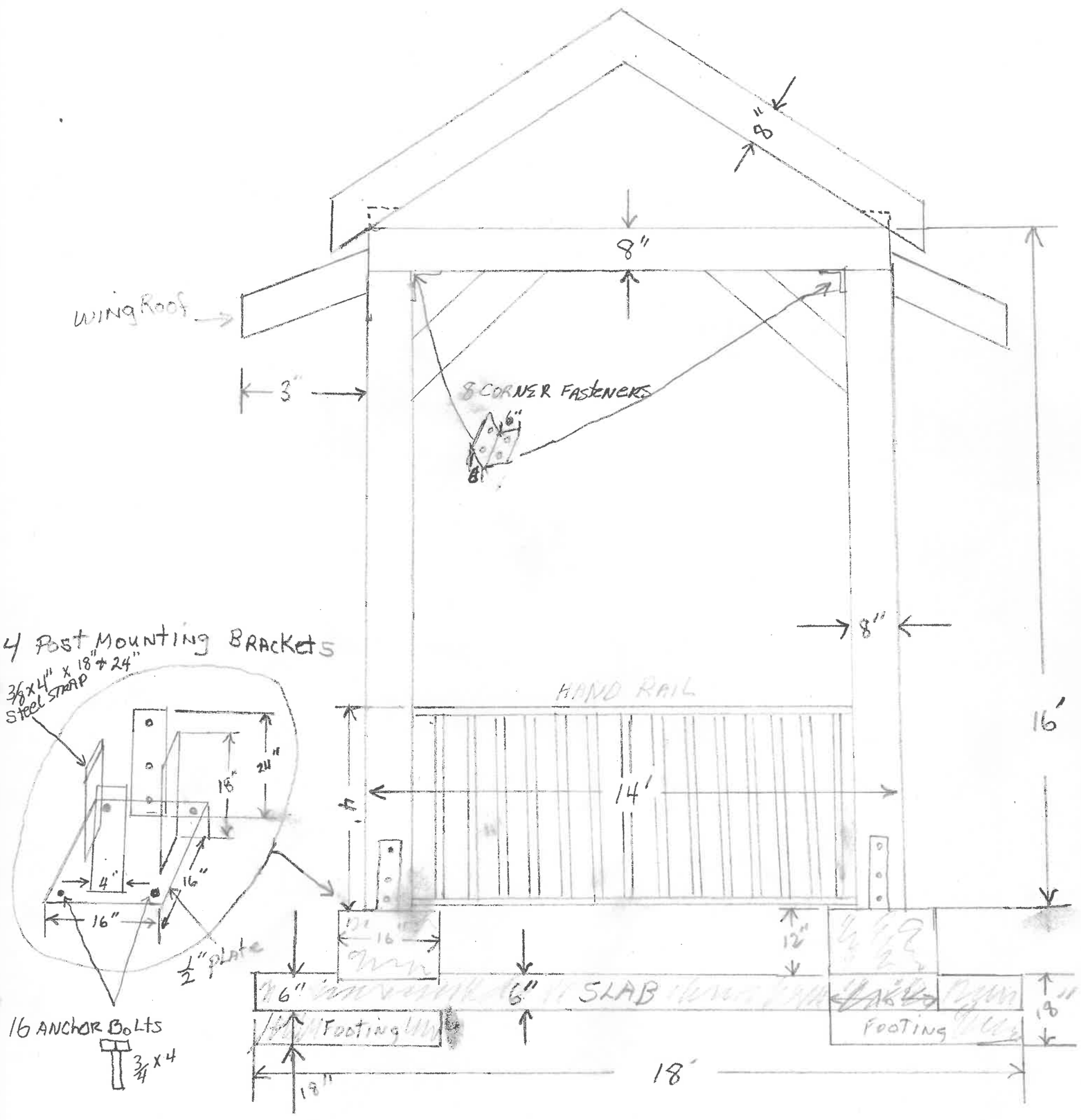
SHEET TITLE:
**SECTION AND DETAILS**

CLIENT:
**ROBIN MILLER**

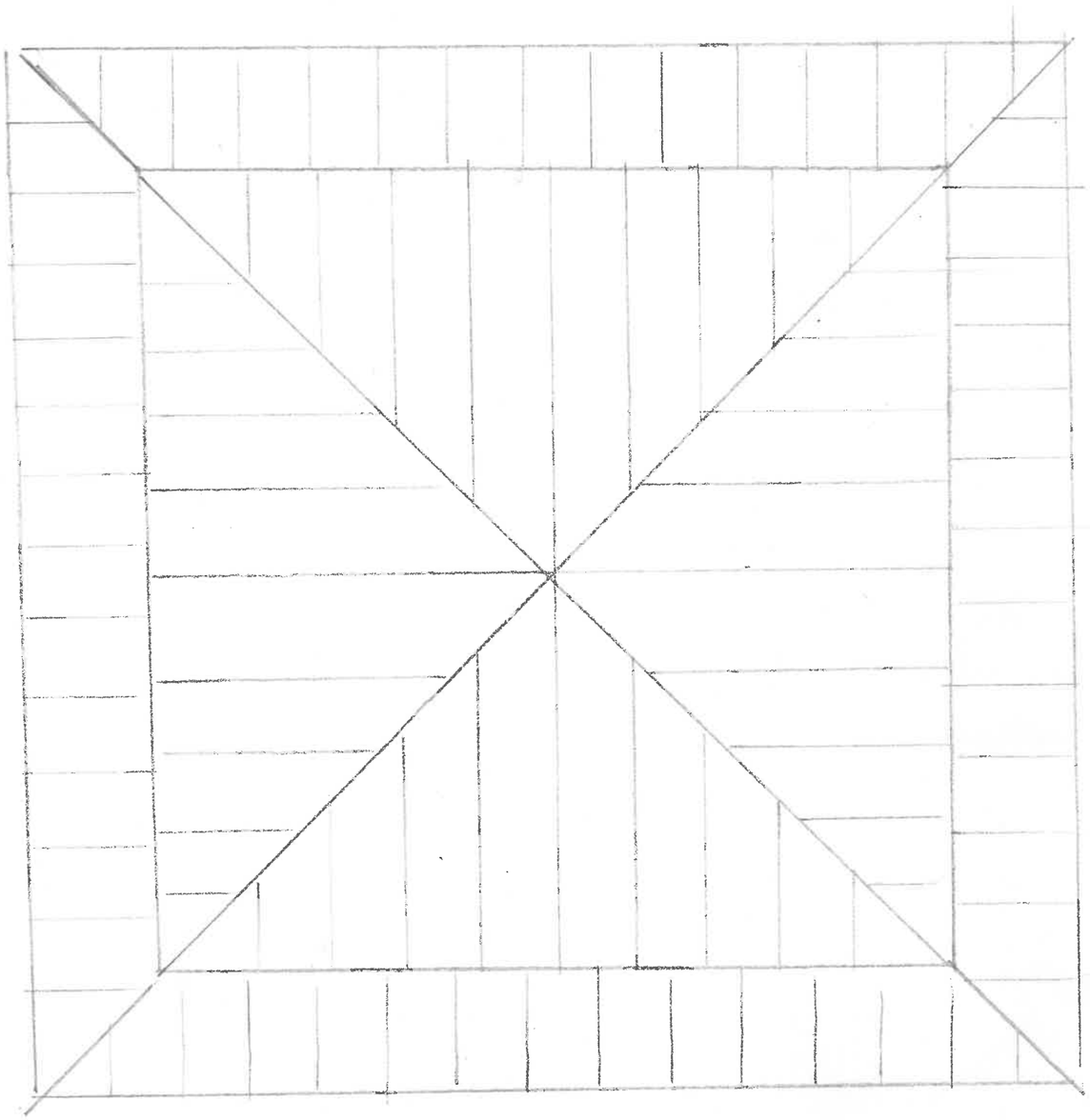
STABILITY ENGINEERING INC.
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TEL.: (541)223-5360 FAX: (541)223-5278

| | |
|---|---|
| JOB NO. | 20-0451 |
| DATE: | 9/3/2020 |
| DRAWN: | ZN |
| SCALE: | AS SHOWN |

SHEET
**S2.0**


8"
8"
Wing Roof
3"
8 CORNER FASTENERS
6"
8"
8"
HAND RAIL
16'
14'
4 Post Mounting Brackets
3/8 x 4" x 18" & 24"
Steel Strap
24"
16"
4"
16"
16"
1/2" plate
16 ANCHOR BOLTS
3/4 x 4
16"
12"
6"
SLAB
Footing
Footing
18"
18'
18"

Top View Roof Metal possible Sky Lite Feature



2020-09-22 City Council Meeting Packet pg. 28


Holley Rd
Brownsville
Halsey
228
EAST LINN
MUSEUM


lley Rd
sville
228
MONEY MAR
EAST LINN
MUSEUM
TUNDRA




EAST LINN
MUSEUM

# REQUEST FOR COUNCIL ACTION

| | |
|---|---|
| **Title:** | Request for Council Action – 2020/21 Visitor Center Contract |
| **Preferred Agenda:** | September 22, 2020 |
| **Submitted By:** | City Manager Ray Towry |
| **Reviewed By:** | City Manager Ray Towry |
| **Type of Action:** | Resolution ___ Motion __X__ Roll Call ____ Other ____ |
| **Relevant Code/Policy:** | Type Code/Policy Here |
| **Towards Council Goal:** | 2.4: Develop transparency in all communication<br>2.5: Continue to implement best financial practices<br>4.3: Develop economic and business education opportunities w/ regional partners |
| **Attachments:** | Draft Contract |

**Purpose of this RCA:**
To approve a contract with the Chamber of Commerce for operation of a visitor center.

**Background/Context:**
The City has had an agreement with the Chamber of Commerce to operate a visitor center in the City of Sweet Home for several years. In 2016 the City entered into a contract with the Chamber that defined desired outcomes for the first time. Since, staff has worked with the Chamber to refine the reporting and language of the contract.

**The Challenge/Problem:**
How do we continue to support the operation of a visitor center in a transparent manner that ensures an appropriate return on the taxpayer's investment?

**Stakeholders:**
- *City Residents*. Residents, their friends, and family are the funding source through tourism funds and taxes. They invest taxes and trust us to operate our local government as efficiently as possible.
- *City Councilors*. Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible. They must balance leadership with representation.
- *Business Community/Chamber of Commerce*. Local organization comprised of business owners. The Chamber operates for the benefit of its member businesses and the economic vitality of the community as a whole.
- *Tourists*: Tourists who visit our community may be reliant upon information provided by a visitor center.

**Issues and Financial Impacts:**

1. The Chamber is dependent upon this funding to operate the visitor center during non-business hours.
2. Tourists and businesses utilize the services the Chamber provides.
3. The contract is for $15,000 in FY 2020/21, paid out in three installments of $5,000 each throughout the year.

**Elements of a Stable Solution:**

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

**Options:**

1. *Do nothing*. Failure to negotiate a new agreement may cause closure of the visitor center/Chamber office during peak visitor hours.
2. *Approve the contract as presented*. By approving the contract, operation of the visitor center will continue with no gap in service.
3. *Renegotiate the contract*. Council could attempt to direct staff to renegotiate and change terms of the contract. Council would need to give staff direction as to which specific terms of the agreement they would like revised.
4. *Remand the contract to a committee to renegotiate terms*. Council can always assign a review of the contract terms to a committee.

**Recommendation:**

Staff recommends option #2. *Approve the contract with the Sweet Home Chamber of Commerce for operation of a visitor center as presented*. The contract is fair, and its structure encourages accountability and transparency

# AGREEMENT FOR OPERATION OF THE SWEET HOME VISITOR'S CENTER

This agreement is made and entered into this 1st day of July 2019, by and between the CITY OF SWEET HOME, an Oregon municipal corporation, hereafter called the "CITY" and the SWEET HOME CHAMBER OF COMMERCE, an Oregon corporation and independent contractor, hereafter called the "CHAMBER".

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

**Section 1: Term**: The term of this agreement shall commence on July 1, 2019and terminate on June 30, 2020 and replaces the previous agreement between the City and the Chamber that ended on June 30, 2019.

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

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

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

**Section 5: Report**: The CHAMBER will provide the CITY~~,~~ a summary of the CHAMBER'S performance of the previous period. The report will contain various metrics including:

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF SWEET HOME**

**Greg Mahler, Mayor**

Date: 8-13-19

**Ray Towry, City Manager**

Date: 8-14-19

**SWEET HOME CHAMBER OF COMMERCE**

**George Medellin, Chamber Board President**

Date: 8-27-19

# AGREEMENT FOR OPERATION OF THE SWEET HOME VISITOR'S CENTER

This agreement is made and entered into this 1st day of July 2020, by and between the CITY OF SWEET HOME, an Oregon municipal corporation, hereafter called the "CITY" and the SWEET HOME CHAMBER OF COMMERCE, an Oregon corporation and independent contractor, hereafter called the "CHAMBER".

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

**Section 1: Term**: The term of this agreement shall commence on July 1, 2020 and terminate on June 30, 2021 and replaces the previous agreement between the City and the Chamber that ended on June 30, 2020.

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

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

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

**Section 5: Report**: The CHAMBER will provide the CITY~~,~~ a summary of the CHAMBER'S performance of the previous period. The report will contain various metrics including:

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

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

The content of this report can and should be modified as appropriate and agreed upon by both parties. Each report shall be for the following time frames: July – October. November – February, and March – June.

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

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

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

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

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

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

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

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

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

**CITY OF SWEET HOME**

_____
**Greg Mahler, Mayor**

Date: _____

_____
**Ray Towry, City Manager**

Date: _____

**SWEET HOME CHAMBER OF COMMERCE**

_____
**George Medellin, Chamber Board President**

Date: _____

# AGREEMENT FOR OPERATION OF THE SWEET HOME VISITOR'S CENTER

This agreement is made and entered into this 1st day of July 2020, by and between the CITY OF SWEET HOME, an Oregon municipal corporation, hereafter called the "CITY" and the SWEET HOME CHAMBER OF COMMERCE, an Oregon corporation and independent contractor, hereafter called the "CHAMBER".

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

**Section 1: Term**: The term of this agreement shall commence on July 1, 2020 and terminate on June 30, 2021 and replaces the previous agreement between the City and the Chamber that ended on June 30, 2020.

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

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

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

**Section 5: Report**: The CHAMBER will provide the CITY~~,~~ a summary of the CHAMBER'S performance of the previous period. The report will contain various metrics including:

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

8. Samples of advertising efforts of the chamber differentiating between tourism and regular Chamber business
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10. A brief recap of various achievements relative to the CHAMBER'S business plan objectives.
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**CITY OF SWEET HOME**

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**Greg Mahler, Mayor**

Date: _____

_____
**Ray Towry, City Manager**

Date: _____

**SWEET HOME CHAMBER OF COMMERCE**

_____
**George Medellin, Chamber Board President**

Date: _____

Oregon
Kate Brown, Governor

Department of Environmental Quality
Western Region Eugene Office
165 East 7th Avenue, Suite 100
Eugene, OR 97401
(541) 686-7838
FAX (541) 686-7551
TTY 711

August 25, 2020

Greg Springman
Public Works Director, City of Sweet Home
1400 24th Ave.
Sweet Home, OR. 97386

Re: Review and Acceptance of the 2020 TMDL Implementation Plan Annual Report for City of Sweet Home

Dear Greg Springman,

Thank you for submitting the Sweet Home 2020 TMDL Implementation Plan Annual Report. The Department has reviewed your report and finds that the report complies with the annual reporting requirement.

While the city continues to support ongoing efforts that contribute to the protection of water quality, the city has reported limited progress regarding implementation of the Temperature TMDL. Specifically, assessing available aerial imagery to establish a baseline for documenting changes in riparian cover within the city, and promoting voluntary riparian protection and restoration actions on privately owned land within the city.

DEQ acknowledges current funding gaps, yet expects the city to make appreciable progress on implementing the strategies in its plan prior to the end of the current five year cycle (2018- 2023). DEQ expects the city to demonstrate that it is investing in efforts to effectively use adaptive management to address identified short falls.

The city reported that hiring new, additional staff to assist with implementation had recently been struck from the budget, and this was a key hurdle to fully implementing TMDL strategies. In the next annual report, please describe how much additional staffing is needed and how the city will address implementation if additional staff are not hired.

The primary mechanism for achieving temperature load allocations is the protection and restoration of system potential vegetation and effective shade. The greatest opportunities for reducing heat loads through riparian restoration are on tributaries to the Willamette River. The city of Sweet Home has unique opportunities within the South Santiam subbasin and within city limits to increase, and protect stream shade.

The city also reported potential impacts of COVID-19 associated challenges related to TMDL implementation. DEQ is committed to continuing to protect the environment, maintain compliance, and sustain a consistent statewide enforcement program. However, DEQ recognizes that measures to protect

public health and minimize economic disruptions related to the COVID-19 outbreak may temporarily impact your ability to comply with DEQ requirements.

Please visit our webpage: https://www.oregon.gov/deq/Pages/covid-19.aspx for more information about documenting specific COVID-19 compliance hardships you're encountering and reporting them to DEQ, such as staffing and service shortages, availability of servicing and maintenance of pollution control equipment, disposal schedules, etc.

I would like to reaffirm that I am available as a resource to assist you as you move forward with TMDL implementation. Please feel free to contact me at (541) 687-7347 for assistance.

Best regards,

Priscilla Woolverton
Willamette TMDL Basin Coordinator

ec: Zach Loboy, Watershed Manager, DEQ
Trish Rice, City of Sweet of Home

**City of Sweet Home**
1400 24th Avenue
Sweet Home, OR 97386
541-367-6359
Fax 541-367-7592
www.sweethomeor.gov

Public Works Department

June 1, 2020

Ms. Priscilla Woolverton
Upper Willamette TMDL Basin Coordinator
Oregon DEQ Western Region
165 E 7th Avenue, Suite 100
Eugene, OR 97401

Re: City of Sweet Home - TMDL Implementation: Annual Report for 2019

Dear Priscilla,

The City of Sweet Home is pleased to submit our Annual Report for 2019. The City was able to make progress on several of our planned strategies during this reporting period. We also found that some of our timelines were overly ambitious and have revised them accordingly.

Should you have any additional questions, or have any feedback, please feel free to contact us at (541) 367-6359.

Sincerely,

Greg Springman
Public Works Director

Cc: Ray Towry, City Manager

attachments: Annual Report for 2019

delivered via email

**City of Sweet Home**
3225 Main St
Sweet Home, OR 97386
541-367-8969
Fax 541-367-5113
www.sweethomeor.gov

# TMDL Implementation Plan 2018-2023: Annual Report for 2019

City of Sweet Home, Linn County, Oregon
Receiving Waters: Ames Creek, Wiley Creek, South Santiam River

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## Introduction

The purpose of this report is to update DEQ on progress the City made on the strategies identified in our TMDL Implementation Plan during the May 1, 2019 – April 30, 2020 reporting period. The following pages are taken directly from our TMDL Implementation Plan 2018-2023 with a description of the current status added to each strategy.

The Community & Economic Development Department (CEDD) and the Public Works Department (PW) jointly implement the City's TMDL strategies. 2019 was another challenging year for the City's stormwater program. In 2018 staff capacity was identified as the limiting factor to implementing many projects and a 1.0 FTE position was added to the 2019-20 budget to alleviate the bottleneck. However, prior to filling the position, unfavorable budget forecasts (even predating the COVID-19 pandemic) forced us to eliminate the position. Consequently, staff in both CEDD and PW have had to reprioritize and defer many projects. Despite these challenges we were able to make progress on certain benchmarks as described in this report. We successfully maintained a consistent level of service, and we procured consultant services to add capacity on certain projects.

Looking ahead to 2020-2021, it appears that some of our implementation timelines were overly ambitious. There are no additional staff planned and there is a known workload increase coming when the Wastewater Treatment Plant capacity upgrade project goes into construction. The City has also implemented a spending freeze on all non-mandatory purchases in preparation for anticipated COVID-19-related revenue shortfalls. Therefore we have revised timelines to reflect what we think is possible.

## 1.0 Strategies for reducing Temperature Pollution

"In both urban and rural areas, increased solar radiation can result from removal of riparian (streamside) vegetation which reduces the amount of shade over the water and increases stream temperature." (source: Oregon DEQ Pollution Control Tools and Programs)

### 1.1 Temperature Source: Solar radiation input

| | |
|---|---|
| Strategy: | Protect existing riparian vegetation on private properties. |
| How: | Enforce riparian protection overlay and protection requirements in City of Sweet Home Development Code. |
| Measure: | Track and document number of building permits, violations, and variances in protected areas. Track acres of protected area lost to approved variances. |
| Timeline: | Ongoing; annual review |
| Benchmark: | Strategy is in effect & ongoing. |
| Funding: | Community & Economic Development Department |
| Status: | There was one building permit issued in the riparian zone in 2019. It had an approved variance from the riparian setback in 2018. The variance and permit allowed the applicant to build on top of an existing concrete slab in the riparian zone which was leftover from a previous structure and which predated annexation to the City. No riparian area was lost. |

| | |
|---|---|
| Strategy: | Promote voluntary actions for protection and restoration of privately owned river front properties. |
| How: | Use GIS to identify properties that visually lack native riparian vegetation and target those areas for outreach. Identify projects within the City that would be of interest to the South Santiam Watershed Council (SSWC). Reach out to SSWC to re-establish/enhance atrophied business relationships and connect SSWC with property owners where restoration would be beneficial. Work with SSWC and/or other conservation organization to identify a collaborative project. Comprehensive Plan Chapter 7, Policy #12, pg. 48. Distribute an informational brochure that provides information on the City's code requirements for development in riparian areas with development permits. |
| Measure: | Provide property owners with SSWC information and natural resources code requirements with development permits. Track the number of restoration project proposals submitted. Document number of restoration projects with SSWC and landowners. |

Timeline: Be involved with and provide support for at least one riparian project by ~~2023~~ 2025.

Benchmark: Year 1: Meet with WSC to identify potential projects; prioritize project list and identify how City may be able to support or facilitate priority project(s).
Year 2: Determine funding needs for project(s) and identify funding sources; may include applying for a grant
Years 3-5: Implement project

Funding: Community & Economic Development Department

Status: CEDD provides the riparian code with the building permit packet as needed. CEDD staff are in contact with WSC staff however due to City workload we were not able to prioritize this strategy during the reporting period. The timeline has been revised. However, the WSC has performed volunteer projects of their own within City Limits and we will continue to facilitate WSC-initiated volunteer projects as requested.

Strategy: Develop and implement a riparian vegetation plan for Sankey Park.

How: Develop a plan of priority projects that takes into account protection of riparian vegetation, public access and enjoyment of natural resources in the park, and safety concerns of Police and Code Enforcement.

Measure: Develop a riparian maintenance plan. Restore native riparian vegetation by removing invasive species (esp. blackberries) and replanting native vegetation. Track labor hours to restore and maintain riparian areas. Track area of treatment (sq ft or acres). Document outreach and coordination with SSWC youth watershed group and the high school to utilize student volunteers/class projects for planting & maintenance projects.

Timeline: Initiated in 2018; ongoing
Year 1-2: Develop priority list of projects sites and timeline for implementation.
Years 3-5: Implement priority restoration projects.

Benchmark: ~~2018-19~~ 2021-22 Identify existing plant species on Ames Creek through Sankey Park so we can identify & prioritize areas needing restoration. Collaborate interdepartmentally to develop a riparian maintenance plan.
Annual maintenance of restored riparian areas at City parks.

Funding: Community & Economic Development Department and Parks fund

Status: The riparian vegetation management plan has been deferred because CEDD is working on an updated wetland delineation for Sankey Park. The timeline has been revised.
PW Maintenance spent approximately 30 labor hours maintaining 50,000 sf of Ames Creek riparian area at Sankey Park (1000 linear feet along creek) which had invasive species removed in 2018.

**1.2 Temperature Source: Wastewater Treatment Plant Discharge**

Strategy: Maintain effluent low temperatures.

How: Maintain compliance with NPDS permit #101657 requirements.

Measure: Monitor effluent and river temperatures as a condition of the DEQ discharge permit.
Timeline: Ongoing.
Benchmark: Provide documentation showing that effluent complies with permitted limits.
Funding: Wastewater Enterprise fund.
Status: The City's wastewater effluent temperature complies with our NPDES permit.

## 2.0 Strategies for reducing Bacteria Pollution

"Sources of bacteria include discharges of untreated or poorly treated sewage resulting from malfunctions or overflows, and runoff that carries feces from pets or wildlife." (source: Oregon DEQ Pollution Control Tools and Programs)

### 2.1 Bacteria Source: Wastewater Treatment Plant Discharge

Strategy: Maintain effluent low bacteria levels.
How: Maintain compliance with NPDES permit #101657 requirements.
Measure: Monitor effluent bacteria levels as a condition of DEQ discharge permit.
Timeline: Monitoring in progress & ongoing. WWTP capacity improvement engineering began 2018; construction anticipated 2020-2022.
Benchmark: Provide documentation showing that effluent complies with permitted limits. WWTP scheduled for capacity improvement project.
Funding: Wastewater Enterprise fund.
Status: The City's wastewater effluent bacteria level complies with our NPDES permit. The WWTP Upgrade Project schematic design was completed in February 2019 and is in final design. Final design is approaching the 60% benchmark. Construction is anticipated in 2021-2023 and will increase staff workload by at least 0.5 FTE. Due to budget constraints there are currently no plans to hire additional staff, so this is a major reason for revising other timelines throughout this report.

### 2.2 Bacteria Source: Sediments entering City stormwater collection system

Strategy: Gauge public perception of stormwater issues and raise awareness of actions that individuals can take to minimize stormwater impacts.
How: Publish educational materials in the local newspaper and City publications. Update website and/or Facebook page with information or links related to protection of surface water and drinking water, photos of volunteers, etc. Send informational inserts with water bills. Invite the public to share their opinions on stormwater issues using a variety of data gathering methods to reach multiple demographics. Use public opinion results to strategize educational efforts.
Measure: Track publication of educational materials.

Timeline: Gauge public perception of stormwater issues every 5 years beginning ~~2020~~ 2023.
Update or re-evaluate website content annually.
Add educational materials to Facebook page and bill mailing inserts, annually.
Identify newsworthy information for publication in local newspaper, ongoing as opportunities arise.

Benchmark: ~~2019~~ 2020 Begin adding educational materials to City website and Facebook page. Establish internal procedure for sending bill inserts.
~~2020~~ 2023 Develop a locally appropriate method to gauge public perception across multiple demographics and implement it.

Funding: Stormwater fund

Status: In 2019 the City created and filled a new Communications Specialist position. This new staff will be instrumental in implementing this strategy. We believe we can achieve the informational materials updates on the City website and Facebook page, however the public opinion assessment will be much more labor intensive, so the timelines have been revised according to anticipated staff capacity.

Strategy: Install pet waste stations.

How: Install pet waste bag stations in City parks.

Measure: Complete installation and document use of bags.

Timeline: Installation 2019. Maintenance of bag stations to be ongoing.

Benchmark: Purchase and install bag stations.

Funding: Parks and Stormwater funds

Status: PW installed six pet waste stations in 2019, one each at six City parks. Approximately 1,600 pet waste bags were used during the reporting period.

Strategy: Install “This drain goes to stream” catch basin stickers.

How: Install “This drain goes to stream” stickers on about 450 remaining unmarked City catch basins. About 450 stickers were installed previously and many have gone missing or been damaged. Begin maintenance program to replace damaged/lost stickers by incorporating it with the catch basin inspection & maintenance. Coordinate volunteer efforts to install new stickers with local groups such as SSWC youth watershed group, Scouts, etc.

Measure: Approximately 100-200 stickers installed per year until all catch basins are marked and then maintain as needed for replacement.

Timeline: Incorporate sticker maintenance with catch basin inspection beginning 2019. Target completion for installation is 2024.

Benchmark: Establish annual sticker maintenance in conjunction with catch basin inspection & maintenance.
Contact local groups such as SSWC, Scouts, etc. that may be interested in volunteer project to install new stickers.

Funding: Stormwater fund

Status: PW maintenance staff discussed internally & agreed to incorporate sticker installation & replacement with the routine catch basin inspection & maintenance. The catch basin maintenance program was severely limited in 2019 due to a staff vacancy and no new stickers were installed. The vacancy was filled in February 2020 and we anticipate being able to install & maintain stickers as planned in 2020.

Strategy: Cleaning streets and drainage collection systems.
How: Maintain a budget and a schedule for street and catch basin cleaning. Perform ditch cleaning, catch basin cleaning, and street sweeping.
Catch basin inspections target is biennial. Ditch cleaning is as needed.
Street sweeping target is once per month in residential areas and once per week in business core.
Measure: Track miles swept, feet of ditch cleaned, and number of catch basins cleaned.
Timeline: Ongoing annually.
Benchmark: Continue sweeping & cleaning programs. Construct new paved dumpsite at Public Works facility in 2020.
Funding: Streets and Stormwater funds
Status: We swept approximately 3400 miles.
We cleaned approximately 9000 ft of ditches.
We inspected 30 and/or cleaned approximately 60 catch basins. The catch basin maintenance program was severely limited in 2019 due to a staff vacancy. The position was filled in February 2020 and the program has returned to the usual schedule.

Strategy: Fall leaf collection program.
How: Curbside collection of customer leaf piles in right-of-way on specified schedule.
Measure: Track annual loads/yards of leaves collected through the season.
Timeline: Begin 2018. To be ongoing annually.
Benchmark: 2018 Begin new program. Educate public on proper location of leaf piles. Program is by call-in appointment.
~~2019 Develop routes and maps, educate public on collection schedule.~~
Funding: Streets, Parks, and Stormwater funds.
Status: This was the second year of the fall leaf collection program. Public reception continued to be very positive. There were 347 leaf collection visits and 1450 cubic yards of leaves collected, a 14% increase over 2018. We will continue running the program on a call-in basis since it's working so well, instead of developing routes.

## 3.0 Strategies for reducing Mercury Pollution

"Mercury is a potent neurotoxin that can cause damage to the brain and nervous system. Primary sources of mercury in the Willamette Basin are associated with nonpoint

sources, namely the erosion of soils containing mercury and runoff from atmospherically-deposited mercury." (source: Oregon DEQ Pollution Control Tools and Programs)

**3.1 Mercury Source: Sediments entering City stormwater collection system**

| | |
|---|---|
| Strategy: | Decrease sedimentation and erosion from construction and new and re-development. |
| How: | Work with Building Program and developers to ensure erosion control. Erosion control permit inspection & enforcement on impacted areas of 10,000 sf or more as per SHMC 13.06.030.<br>Include erosion control fact sheet in permit application packets for commercial and large residential projects.<br>Encourage developers to use Low Impact Development (LID) for stormwater infiltration and erosion control; eg. grassy swales, etc.<br>Require developers to provide confirmation of 1200-C permit for projects over 1 acre prior to issuing development permits. |
| Measure: | Number of City erosion control permits issued under SHMC 13.06.030 and number of inspections/enforcement actions.<br>Number of 1200-C permits confirmed.<br>Building permit packets to include an erosion control fact sheet. |
| Timeline: | Erosion control permits & construction inspections are in place. Fact sheet and LID information on City website to be included beginning ~~2019~~ 2020-21. |
| Benchmark: | Find or create a locally appropriate erosion control fact sheet. Include it in building permit packet and post it to the City website.<br>Promote LID on City website & refer developers to website. |
| Funding: | Community & Economic Development Department and Public Works |
| Status: | There was one erosion control permit for development over 10,000 sf and one erosion control inspection.<br>Due to staff workload we were unable to create an erosion control fact sheet in 2019 as planned. Rescheduled to 2020-2021. |

| | |
|---|---|
| Strategy: | Update development standards to protect water quality. |
| How: | Update the City's Stormwater Master Plan (SWMP) and City codes to include water quality protection considerations and priorities. Update & modernize stormwater detention standard for development/redevelopment projects including clarifying the definition of qualifying projects and the design storm to be used. |
| Measure: | City Council adopts updated SWMP. City Council adopts updated municipal codes. |
| Timeline: | 2020 begin audit, 2023 adopt new plan & codes. |
| Benchmark: | 2020 Audit stormwater code for necessary updates. 2021-2022 Retain a consultant to assist with code and SWMP updates. Evaluate DEQ's offered "Template for LID Stormwater Manual for Western Oregon" for local use. Review |

example codes and draft proposal language based on internal review and public comment.
2023 City Council adopts revised codes after public process. Conduct public outreach/education about new codes.

Funding: Funding will be needed to retain a consultant for the Stormwater Master Plan update. City code update may also require funding for a consultant if staff resources prove insufficient.

Status: We proposed a stormwater user fee increase from $1/month to $3/month to fund a stormwater master plan update and a stormwater capital project. City Council considered the proposal in public meetings on 5/14/19, 5/28/19, 6/11/19, 7/16/19, and 7/26/19, and ultimately came to a consensus that Council was not in favor of a stormwater user fee increase at that time.
We also retained a consultant Engineer of Record to increase the City's project team capacity. In discussions with the consultant about project prioritization, it was determined that an SDC fee update is more urgently needed than a stormwater code or master plan update, to increase revenue for stormwater projects. Our SDC fees were last updated in 2005 and do not currently include a stormwater SDC. The SDC update project is in progress and includes a new stormwater SDC. Completion is anticipated in 2020.

Strategy: See above strategy for Bacteria: Gauge public perception of stormwater issues and raise awareness of actions that individuals can take to minimize stormwater impacts.

Strategy: See above strategy for Bacteria: Cleaning streets and drainage collection systems.

## 4.0 Strategies for all pollutants

Strategy: Staff training on routine maintenance activities to protect water quality.

How: Conduct annual staff training on stormwater protection as it relates to Public Works field activities such as dechlorinating water flushed from hydrants, vehicle maintenance, what to do if they find an illicit discharge, etc.

Measure: Record training dates and topics.

Timeline: 2020 Incorporate stormwater into training topics rotation and conduct annually.

Benchmark: 2019 Develop stormwater training session content relevant to Public Works activities.

Funding: Public Works

Status: Public Works conducted staff training on waterway spills on January 20, 2020 following an incident where a citizen's vehicle went into Ames Creek. Topics covered included spill response procedures, equipment, and notice phone numbers.

| | |
|---|---|
| Strategy: | City Council update of TMDL Program. Implementation Plan and annual report or five year review are presented to Council at least annually. |
| How: | Present 5-year Implementation Plan or Annual Report to City Council annually. |
| Measure: | City Council meeting minutes document presentation. |
| Timeline: | Begin 2019 and continue annually. |
| Benchmark: | Set up a recurring Council agenda item/reminder to present TMDL Plan or Report each year. |
| Funding: | Administration and Public Works |
| Status: | The TMDL Implementation Plan 2018-2023 was presented to, and adopted by, City Council on March 26, 2019. We missed presenting the 2018 annual report during the May 1 - April 30 reporting period, so instead we presented the draft of this 2019 annual report at the May 26, 2020 City Council meeting. |

| | |
|---|---|
| Strategy: | Investigate and resolve illicit discharges. |
| How: | Respond to call-in reports from citizens. Inspect for illicit substances during catch basin inspections. Follow up on suspected violations with site visits and property owner contact as needed. |
| Measure: | Track number of illicit discharge complaints, follow-up actions/ investigations. Update city code to address discharge violations as part of previous strategy "Update Stormwater Master Plan and City codes to protect water quality." |
| Timeline: | Reports of illicit discharges are investigated upon receipt. Update code by 2023. |
| Benchmark: | On catch basin work order form add a comment line for illicit substance notes. Additional benchmarks same as previous strategy "Update Stormwater Master Plan and City codes to protect water quality." |
| Funding: | Stormwater fund |
| Status: | There were no illicit discharge complaints in 2019.<br>While not an illicit discharge per se, we are pleased to report that we identified and stopped a major water leak (estimated 340,000 gallons per day) that was discharging into Cotton Creek (a tributary of Ames Creek). This is about 1/3 of the City's average daily water production. The repair project not only stopped chlorinating the creek and restored it to its natural seasonal flows, but it has also significantly reduced our water intake volume from the South Santiam River. The project was completed on April 16, 2020. |

| | |
|---|---|
| Strategy: | Maintain up-to-date stormwater system map. |
| How: | Use GIS or other software/ program to publish a stormwater system map that can be updated as needed. |
| Measure: | Completion of updated system map. |
| Timeline: | Ongoing. |
| Benchmark: | Updated Map. |
| Funding: | Stormwater fund |
| Status: | Updates to the stormwater map have been made to correct spatial inaccuracies and add missing features, ongoing as discovered. |

| Pollutant/ Strategy | DEQ Comments / Questions 7-3-2020 | City Response 7-31-2020 |
|---|---|---|
| 1.1 Temperature/ Solar Radiation Input | · The 2018 annual report references aerial photos obtained for assessing riparian vegetation. Was that part of the strategy completed yet?<br>· What projects did the WSC implement within the city during the reporting period? How did the city support or help facilitate these efforts? | Yes, the 2018 aerial photos were acquired.<br><br>WSC did not implement any projects within the City during the reporting period. |
| 1.1 Temperature/ Solar Radiation Input | · The city requested postponing completion of the riparian project strategy to 2025, which is almost half way through the next five year cycle. 2018-2025 is a significant amount of time to meet and discuss potential project ideas with the watershed council. This element of the strategy should be completed by 2023. Funding and implementing a project presents different challenges, so extending the timeline on implementation may make sense, but this decision should be dependent on the progress related to the interim milestones.<br>· The following interim milestones should be completed by 2023 to maintain compliance with plan implementation.<br>o By 2023 complete the following interim steps:<br>§ Meet with and develop a priority list of potential riparian projects<br>§ Identify whether other partners or stakeholder support is needed in order to complete at least one project on the priority list.<br>§ Identify the city's resources available to support implementation of at least one priority project<br>§ Identify funding any gaps if exist<br>§ Identify options for addressing funding gaps | This timeline sounds reasonable when taken alone, however we must take it together with all of our strategies in the Implementation Plan, and our anticipated increase in staff capacity fell through. The schedules in our Implementation Plan were written when we were about to hire an additional FTE to be shared by Public Works and CEDD. That additional FTE would have been a great boon to staff capacity. But it was struck from the budget in 2019 due to unfavorable budget forcasts, which have only been exacerbated by COVID-19 impacts. Without the funding to get more staff, our capacity is extremely limited so we had to adjust some timelines to what we believe we can manage. Currently effectively zero as staff capacity is maxed out by the volume of permits and land use applications, and we do not have the funding to hire more staff.<br>We need funding to provide staff.<br>Given the current pressures on the City's budget, seeking grant funding is the only option for addressing funding gaps at this time. |
| 2.2 Bacteria/ Stormwater | · The city has requested to postpone the strategy related to gauging public interest/ response to outreach and education until 2023. This is the last year in the current five year cycle, so to ensure progress on this item DEQ recommends achieving the following interim milestones to maintain compliance with the implementation plan.<br>o Write down a list of what you want to measure by gauging public interest/ response by 2021, i.e. a list of questions you'd like to ask the public.<br>§ For example, do your community members know where to access water quality information, do they know who to call when there is a water quality concern, are they aware of pet waste stations, etc.<br>o Identify your preferred method for getting feedback from community members by 2022, e.g. survey people when they come into the city office, survey people recreating at a park, etc.<br>o Implement the chosen method in 2023 | Ok<br><br>Ok<br>Ok |

| | | |
|---|---|---|
| 2.2 Bacteria/ Stormwater | · The city has opted to replace establishment of a leaf pick-up route with a call-in approach, as the call-in approach has resulted in an increase in participation. However, the city also crossed out the language specific to educating the public about the availability of leaf pick-up. Is the city no longer going to advertise the leaf pick-up program? | We will continue to advertise the leaf pickup program using local news, city website, and city social media pages. Advertising includes seasonal start and end dates, call in methods, and instructions on acceptable materials/where to put piles. We crossed out "educate public on collection schedule" because when we wrote that we imagined scheduled pickup routes from certain streets on certain days very much like garbage service. There is no pickup schedule, hence there's no pickup schedule to educate the public on. |
| 3.1 Mercury/ Stormwater | · City Council did not approve a SW fee increase.<br>o How will the city fund a SWMP and capital improvement projects without this fee increase?<br>o Will staff revisit a fee with Council in the future? If so, when?<br>o Outreach and education is key to gaining public and Council support for program sustainability. What type of outreach and education will the city do in order to garner pubic and Council support for SW resources?<br>· The SW fee increase that Council denied was supposed to help support other SW strategies. | With the existing stormwater rate of $1/month our stormwater projects are extremely constrained. Most of the stormwater fund pays for a partial FTE in the maintenance crew. Capital projects must be budgeted across multiple fiscal years to save up enough funds. We are currently updating our SDCs with a consulting firm, and anticipate collecting stormwater SDC funds late 2020. SDC funds can be put toward select capital projects and may also partially pay for the SWMP update, although additional funding will still be needed.<br>Staff will request additional stormwater funding in the 21-22 FY Budget process. We originally planned to try again in 2020 but with COVID this is not the right time. We are a federally recognized distressed community with median household income far below the state average. Existing debt service on water and sewer funds has already resulted in a higher than average utility bill compared to neighboring cities. Council is loath to impose additional costs on the ratepayers in a normal year, let alone now. We do not believe this request would gain Council support until the local economy improves.<br>Discussion with our Communications Specialist has identified key topics for public education:<br>o what stormwater services the City provides (ie where the existing stormwater fee goes)<br>o connecting the dots between runoff in town and the ability to recreate in a clean river<br>o how the lack of sufficient stormwater funds limits our ability to provide desired stormwater services and impacts other funds (streets fund, etc)<br>The City will begin posting information about these key topics at least quarterly on the City's social media pages. |

| | | |
|---|---|---|
| | o What will city staff do differently in order to successfully communicate and gain Council support for a SDC?<br><br>o Stormwater Master Plans are used to guide stormwater priorities and capital improvement projects. The city does not yet have a SW plan in place; what tool is the city currently using to identify and implement SW capital improvement projects?<br><br>o Please identify the city's proposed timeline for completing a SWMP or alternative approach/ timeline. | We have updated our CIP list to more clearly inform decisionmakers about our stormwater capital needs and will use this more detailed information to support our next rate increase request. We will also include informaion on the same key education topics identified above, particularly how the lack of sufficient stormwater funds impacts other funds. Council will discuss SDCs in Council Work Session in July 2020.<br>The City has a SWMP, but it is very old (1980) and does not adequately provide for modern development issues. The SWMP update is included in our 5-year CIP and is tentatively scheduled for FY 22-23.<br>New SDC revenues anticipated to start in 2020 may partially fund the update but are unlikely to fully pay for the update. Staff will recommend to Council an increase to the Stormwater fund in 21/22 FY Budget process. |
| 4.0 Strategies for all pollutants | · Did Council provide any feedback regarding the 2019 draft annual report that was presented on 5/26/2020?<br><br>· Are there any updates regarding IDDE code adoption? | No. One councilor asked a clarifying question, and Council thanked staff for presenting the report.<br>This measure is incorporated with the strategy in section 3.1, "Update development standards to protect water quality," which includes measures to update the SWMP and codes. In discussions with our Engineer of Record consultant about engineering project prioritization, it was determined that the SDC fee update is more urgently needed than the stormwater code or master plan update, to increase revenue for stormwater projects. Our SDC fees were last updated in 2005 and do not currently include a stormwater SDC. The SDC update project is in progress and includes a new stormwater SDC. Completion is anticipated in 2020. |

**REQUEST FOR COUNCIL ACTION**

| | |
|---|---|
| **Title:** | Request for Council Action - Resolution No. 24 for 2020, Harvest Festival Road Closure |
| **Preferred Agenda:** | September 8, 2020 (canceled)<br>September 22, 2020 |
| **Submitted By:** | Angela Clegg, Associate Planner |
| **Reviewed By:** | R. Towry, City Manager |
| **Type of Action:** | Resolution _X_ Motion _X_ Roll Call ____ Other __ |
| **Relevant Code/Policy:** | SHMC 10.04.030 Powers of the City Council |
| **Towards Council Goal:** | GOAL #2 – Be and Effective and Efficient Government; 4. Develop transparency in all communication.<br>GOAL #3. Essential Services; 7. Look for methods to improve community safety. |
| **Attachments:** | Resolution<br>Road Closure Notification<br>COVID entry map |

**Purpose of this RCA:**

Request for City Council to adopt the attached Resolution concerning a temporary street closure during the Harvest Festival at Sankey Park on October 5, 2019. The closure would allow the Harvest Festival visitors an area with reduced safety issues associated with pedestrians and vehicles.

**Background/Context:**

The 14th Annual Harvest Festival event is scheduled for Saturday, October 3, 2020 at Sankey Park on 14th Avenue. Staff is expecting a large turnout at the event in addition to vendors who will be setting up in the park area prior to the event. It is recommended that pass-thru traffic be rerouted away from this area. Residential access would be allowed. Participants would be instructed to park in parking lots nearby and the City will open upper Sankey Park to use as a parking lot for the event. Vendors would be instructed to park in the designated parking lots. Handicapped participants shall be directed to the rear parking lot of the Evangelical Church and will be shuttled to the entrance of the festival. Because of the COVID-19 restrictions we won't be allowing any parking for the festival along 14th Avenue or in the lower Sankey Park parking lots.

If approved, letters will be sent to the homes along 14th Avenue informing them of this event and the subsequent closure. Traffic would continue to be allowed along Hawthorne, Grape and Fir Streets.

To comply with COVID-19 restrictions there will be only one entry point into the park with three separate gates to access three separate events. Fencing will be provided by the Public Works Department to separate the sections and to separate in the ingress and egress of the main entry path. There will only be 250 people allowed in each section at a time, that includes vendors and staff. There will be a method for counting participants in each section so that there will not be more than 250 people in each event area at one time. (see the attached COVID entry map for details). All participants, including volunteers, must enter and exit each section through the section gate. If the 250 capacity has been reached in a section no other individual may enter until someone has left that section. Each event area will monitor their section per the COVID-19 regulations. There will be hand sanitizer and masks provided at each entry gate in case participants don't have them.

Section 1 is the Harvest Festival sponsored by the City of Sweet Home. This area includes the vendors, the new playground, the pie bake-off competition, and a free hotdog booth. No vendors are allowed on the bridge due to the distancing requirements.

Section 2 is a fundraiser for the Maynard and Swenson families sponsored by the Road Maggot motorcycle group. This section will include music, food vendors, a beer booth, and a chili cook-off. The Road Maggots will be providing the volunteers for this section and will be monitoring the area for COVID-19 compliance. All proceeds from this event will go to the families.

Section 3 is a cornhole tournament and fundraiser for the Maynard and Swenson families sponsored by the Linn County Cornhole Association. This section includes the cornhole tournament. The Linn County Cornhole Association will be providing the volunteers for this section and will be monitoring the area for COVID-19 compliance. 25% of the proceeds from this tournament will go toward the families.

**The Challenge/Problem:**

How do we ensure the safety of participants related to traffic congestion during the Harvest Festival?

**Stakeholders:**

- City of Sweet Home residents located around Sankey Park.
- Participants, families and vendors attending the event.

**Issues and Financial Impacts:**

1. Residents Adjacent to the Street Closure – Residents in the area would be notified of the closure.
2. Police Department – notified of event for possible traffic issues.
3. Fire Department – notified of the event in case services are needed.
4. Street Department – staff has helped during past events with set up of event site, delivering signage and equipment, picking up signage and tear down of the event.
5. Planning and Community Development – organizing and hosting the event.

**Elements of a Stable Solution:**

Consideration of safety for event attendees, while not inconveniencing local neighbors for a significant length of time.

**Options:**

1. *Do Nothing – staff shall allow traffic on 14$^{th}$ Avenue*.

2. *Approve Resolution No. 24 for 2020 as presented concerning street closures and restrictions for the 2020 Harvest Festival.*
3. *Recommend different traffic control methods on 14th Avenue.* Staff would work with the Sweet Home Police Department and the Public Works Department to revise the traffic control plan.

**Recommendation:**

Staff Recommends Option 2: *Resolution No. 24 for 2020 as presented concerning street closures and restrictions for the 2020 Harvest Festival.*

**City of Sweet Home**
Community and Economic Development Department
3225 Main Street, Sweet Home, OR 97386  541-367-8113

# Notice of Road Closure

The City of Sweet Home will be hosting the 14th annual Harvest Festival on October 3, 2020. This event begins at 11:00 AM. Set up of the event will start at approximately 8:00 AM and end at approximately at 6:00 PM.

> *For the safety of the Harvest Festival Participants, 14th Avenue will be closed to through traffic and parking from Kalmia to just below Grape Street. This will be a partial closure as it will still provide full and unhindered access to pedestrians, emergency services and affected property owners. We do ask that traffic be kept to an absolute minimum from 8:00 AM to 6:00 PM.*

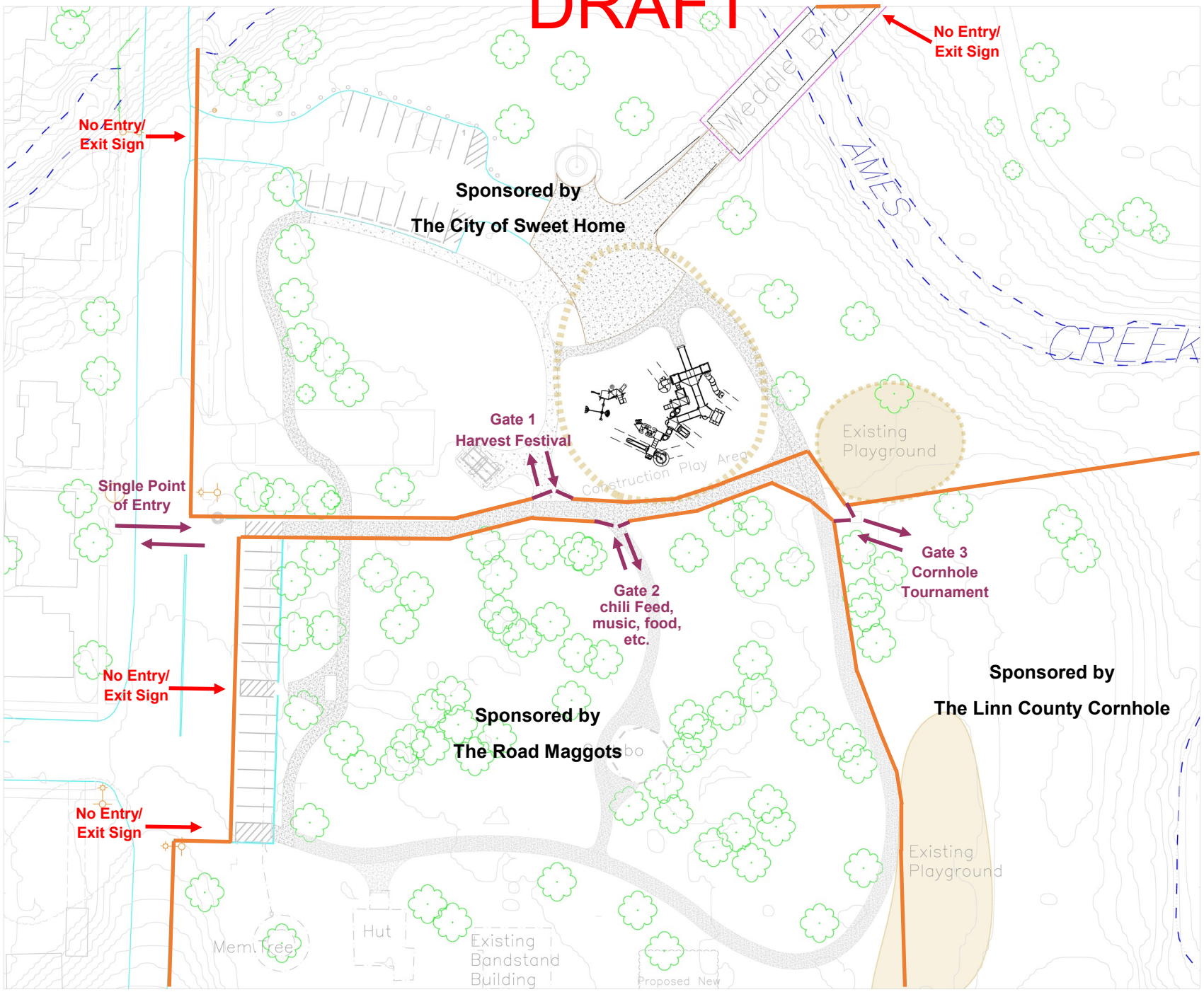
For more information regarding this road closure and comments please comment:

Angela Clegg
541-367-8113
aclegg@sweethomeor.gov

City of Sweet Home
Community & Economic Development Department
3225 Main Street
Sweet Home, OR 97386

*For more information regarding Sweet Home Harvest Festival, please visit www.sweethomeor.gov*

# DRAFT




Scale: 1" = 24'

**RESOLUTION NO. 24 FOR 2020**

A RESOLUTION CONCERNING STREET CLOSURES AND RESRICTIONS.

WHEREAS, traffic patterns and parking issues need to be addressed to safely accommodate the Harvest Festival event; and

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

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

Traffic regulations shall be kept in effect as follows:

A. From 10:00 AM to 6:00 PM on October 3, 2020, 14th Avenue from Kalmia Street to just below Grape Street shall be closed and blocked off to vehicular traffic at the direction of the City Manager or his designated representative.
B. Residential access will be allowed.
C. Appropriate signs or other markings shall be installed by Public Works Department to carry safely out the provisions of this resolution and shall become effective immediately upon the installation of such barricades, signs, or other markings.

PASSED by the Council and approved by the Mayor this 22nd day of September 2020.

_____

Mayor

ATTEST:

_____

City Manager – Ex Officio City Recorder

# REQUEST FOR COUNCIL ACTION

| | |
|---|---|
| **Title:** | Authorization to apply for Property Line Adjustments on Wastewater Treatment Plant properties |
| **Preferred Agenda:** | September 22, 2020 |
| **Submitted By:** | Trish Rice, Engineering Tech 2<br>Greg Springman, Public Works Director |
| **Reviewed By:** | Ray Towry, City Manager |
| **Type of Action:** | Resolution __X__ Motion ____ Roll Call ____ Other ____ |
| **Relevant Code/Policy:** | SHMC 17.04.030 (definitions)<br>SHMC 17.24.050 (R-1 zone setbacks)<br>2019 Oregon Structural Specialty Code<br>2017 Oregon Plumbing Specialty Code |
| **Towards Council Goal:** | Goal 1.b – Develop specific steps for implementation of the adopted infrastructure master plans – sewer<br>Goal 2 – Effective and Efficient Government |
| **Attachments:** | Property Line Adjustment 20-07 Application and Site Maps,<br>Property Line Adjustment 20-08 Application and Site Maps,<br>Property Line Adjustment 20-09 Application and Site Maps,<br>Property Line Adjustment 20-10 Application and Site Maps |

**Purpose of this RCA:**

City staff are proposing four Property Line Adjustments (PLAs) to merge five City-owned properties at the Wastewater Treatment Plant (WWTP) site to simplify design and permitting issues for the WWTP Improvement Project.

**Background/Context:**

The City owns five abutting parcels at the WWTP site. The WWTP occupies three parcels and is accessed via the Pleasant Valley Boat Ramp, which occupies the other two parcels.

The WWTP Improvement Project 60% design was completed in June 2020 and is now entering the 90% design phase. The infrastructure will cross existing property lines. Design work includes accounting for any restrictions imposed by local codes; and completing the necessary Conditional Use application and building permit applications. Without the PLA's the buildable area would be broken up by zoning code setbacks from each property line. The building code requires firewalls for buildings that cross property lines. The plumbing code also has requirements and limitations on plumbing that crosses property lines. These conditions would significantly complicate construction permitting and require additional design work to meet code. Merging the properties will remove this administrative obstacle, thereby providing for streamlined permitting of the optimum design.

Because the WWTP site is geographically constrained on all sides, and because it is a critical facility that must serve the City's growth in perpetuity, it is very important to make optimum use of the buildable area not only for this project but also to allow for future expansions.

CEDD staff have recommended merging all five properties. CEDD has also determined that four PLA applications will be required (one for each property line being erased).

**The Challenge/Problem:**

How does the City provide for optimum use of the WWTP site's buildable area, and an efficient design and permitting process for the WWTP Improvement Project?

**Stakeholders:**

- City of Sweet Home citizens – Ratepayers pay for all treatment works. It is our responsibility to deliver services as effectively and efficiently as possible.
- City of Sweet Home – As the owner of the property, the City has an interest in maintaining and exerting control over the property.
- City of Sweet Home Public Works staff – Public Works staff provide oversight and support for the WWTP design.
- City of Sweet Home CEDD staff – CEDD staff will review & decide on the PLA application. CEDD staff will also be involved with the subsequent Conditional Use application and building permit applications.
- Murraysmith – The design engineers are responsible for determining the necessary infrastructure, sizing, and locations to provide efficient treatment. They must incorporate any restrictions created by local codes into the design.

**Issues and Financial Impacts:**

Udell Engineering and Land Surveying is the surveying subconsultant for the WWTP project. The estimated cost for them to prepare & record final plats is about $3,600 and will be charged to the WWTP project budget. The City can waive the usual PLA application fees (totaling $400) for this City project.

There are also costs to doing nothing. To build across the existing property lines would require extra design work, more expensive construction materials, and processing the complex applications would require more staff time. These costs have not been quantified but would definitely be more expensive than the cost of doing the PLA's.

**Elements of a Stable Solution:**

An ideal outcome would provide a unified site that allows the WWTP to grow in the optimum manner with a minimum of regulatory hurdles both for this project and in perpetuity.

**Options:**

1. *Option 1 – Do Nothing.* Not recommended. This option would leave the existing property lines as is. The code requirements to allow infrastructure to cross property lines will add design and construction costs to the improvement project.
2. *Option 2 – Authorize the City Manager to sign the Property Line Adjustment applications requesting to merge the five parcels into one parcel.* This option will simplify design and permitting and will preserve as much buildable area as possible for future WWTP expansions.
3. *Option 3 – Consider alternative Property Line Adjustment configurations*. Not recommended. Anything less than merging all five properties into one will leave property line divisions within the WWTP site which will cause the same administrative hurdles either now or in the future.

**Recommendation:**

Staff recommends Option 2 – *Authorize the City Manager to sign the Property Line Adjustment applications requesting to merge the five parcels into one parcel.*

**City of Sweet Home**
Community and Economic Development Department- Planning Program
3225 Main Street, Sweet Home, OR 97386 541-367-8113

# Application for a Property Line Adjustment or a Property Line Adjustment / Replat

Date Received: _____
Date Complete: _____
File Number: PLA20-07
Application Fee $: **$0.00**
Receipt #: _____

Applicant's Name:
The City of Sweet Home

Applicant's Address:
3225 Main Street, Sweet Home, OR 97386

Applicant's Phone and e-mail:
541-818-8037, price@sweethomeor.gov

Within 30 days following the filing of this application, the City Planner will make a determination of completeness regarding the application. If deemed complete, the application will be processed.

**Property A**

Owner's Name:
The City of Sweet Home

Owner's Address:
3225 Main Street, Sweet Home, OR 97386

Owner's Phone and e-mail:
541-818-8037, price@sweethomeor.gov

Property Address:
1359 Pleasant Valley Road, Sweet Home, OR 97386

Assessor's Map and Tax Lot:
13S01E31BB, Tax Lot 1501

Property Size Before:
36,288 SF

Property Size After:
64,930 SF

Zoning Classification
R-1

**Property B**

Owner's Name:
The City of Sweet Home

Owner's Address:
3225 Main Street, Sweet Home, OR 97386

Owner's Phone and email:
541-818-8037, price@sweethomeor.gov

Property Address:
N/A

Assessor's Map and Tax Lot:
13S01E31BB, Tax Lot 1502

Property Size Before:
28,642 SF

Property Size After:
0 SF

Zoning Classification:
R-1

## Submittal Requirements

The checklist on the other side of this application lists the required items must be submitted with this application and the Criteria the request must meet. Please address all items that apply to this request.

**I certify that the statements contained on this application, along with the submitted materials, are in all respects true and are correct to the best of my knowledge and belief.**

**Applicant's Signature:** _____ Date: _____

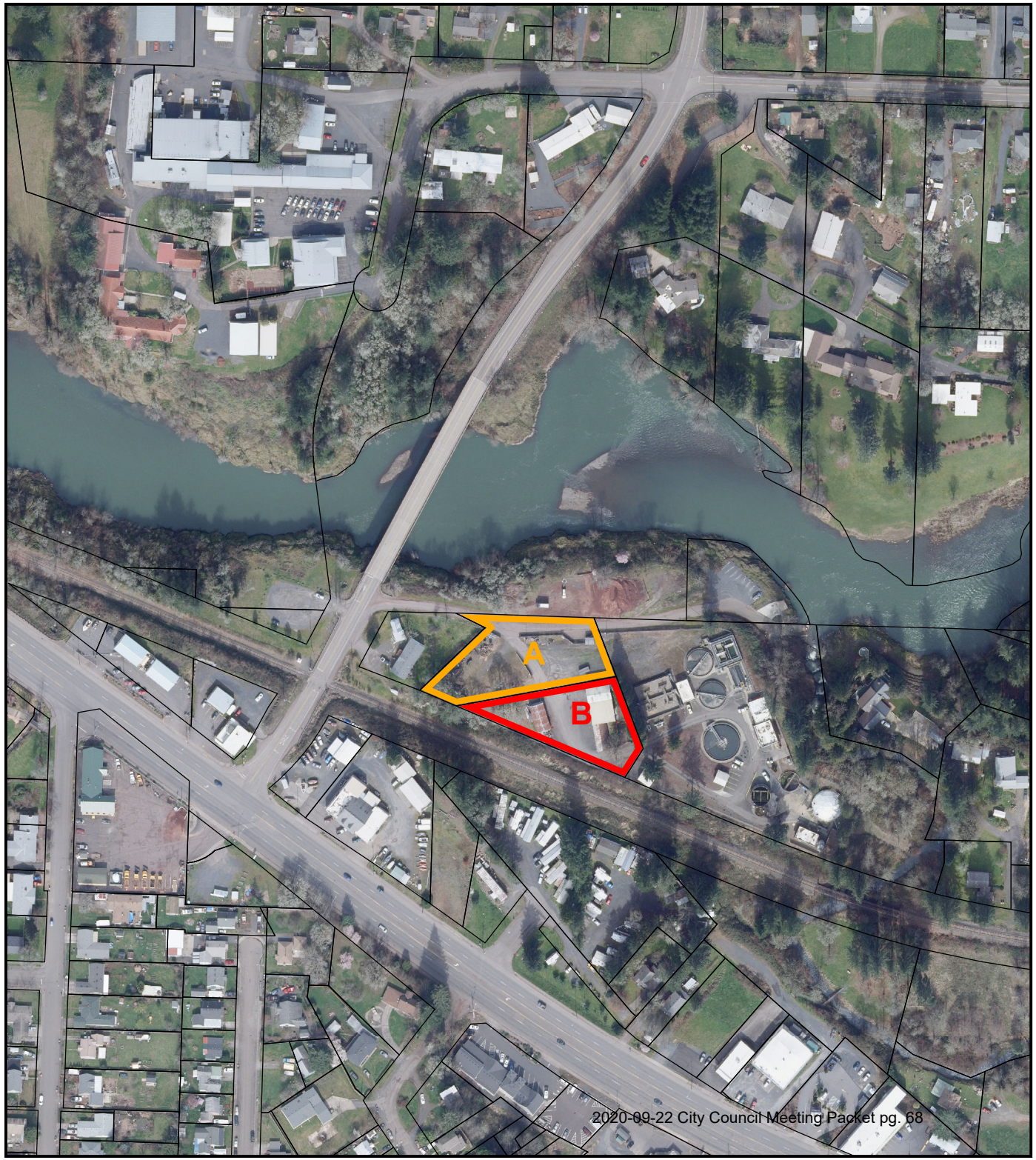
**Property Owner's Signature:** _____ Date: _____

**Property Owner's Signature:** _____ Date: _____

**Property Owner's Signature**: _____ Date: _____

**Property Owner's Signature:** _____ Date: _____

# WWTP Property Line Adjustments
# Existing Property Lines




**Legend**

taxlots

**PIN**

13S01E31BB01501

13S01E31BB01502

250 125 0 250 Feet

1 inch = 250 feet

N

WWTP Property Line Adjustments
PLA 20-07



**City of Sweet Home**
Community and Economic Development Department- Planning Program
3225 Main Street, Sweet Home, OR 97386 541-367-8113

# Application for a Property Line Adjustment or a Property Line Adjustment / Replat

Date Received: _____
Date Complete: _____
File Number: PLA20-08
Application Fee $: **$0.00**
Receipt #: _____

Applicant's Name:
The City of Sweet Home

Applicant's Address:
3225 Main Street, Sweet Home, OR 97386

Applicant's Phone and e-mail:
541-818-8037, price@sweethomeor.gov

Within 30 days following the filing of this application, the City Planner will make a determination of completeness regarding the application. If deemed complete, the application will be processed.

**Property A**

Owner's Name:
The City of Sweet Home

Owner's Address:
3225 Main Street, Sweet Home, OR 97386

Owner's Phone and e-mail:
541-818-8037, price@sweethomeor.gov

Property Address:
1359 Pleasant Valley Road, Sweet Home, OR 97386

Assessor's Map and Tax Lot:
13S01E31BB, Tax Lot 1501, 1502

Property Size Before:
64,930 SF

Property Size After:
232,400 SF

Zoning Classification
R-1

**Property B**

Owner's Name:
The City of Sweet Home

Owner's Address:
3225 Main Street, Sweet Home, OR 97386

Owner's Phone and email:
541-818-8037, price@sweethomeor.gov

Property Address:
1357 Pleasant Valley Road, Sweet Home, OR 97386

Assessor's Map and Tax Lot:
13S01E31BB, Tax Lot 1300

Property Size Before:
167,470 SF

Property Size After:
0 SF

Zoning Classification:
R-1

## Submittal Requirements

The checklist on the other side of this application lists the required items must be submitted with this application and the Criteria the request must meet. Please address all items that apply to this request.

**I certify that the statements contained on this application, along with the submitted materials, are in all respects true and are correct to the best of my knowledge and belief.**

**Applicant's Signature:** _____ Date: _____

**Property Owner's Signature:** _____ Date: _____

**Property Owner's Signature:** _____ Date: _____

**Property Owner's Signature**: _____ Date: _____

**Property Owner's Signature:** _____ Date: _____

# WWTP Property Line Adjustments
## Existing Property Lines
(per approval of PLA20-07)




**Legend**

- taxlots
- 13S01E31BB01501, 1502 PLA 20-07
- 13S01E31BA01300

250 125 0 250 Feet

1 inch = 250 feet

# WWTP Property Line Adjustments
# PLA20-08



**City of Sweet Home**
Community and Economic Development Department- Planning Program
3225 Main Street, Sweet Home, OR 97386 541-367-8113

# Application for a Property Line Adjustment or a Property Line Adjustment / Replat

Date Received: _____
Date Complete: _____
File Number: PLA20-09
Application Fee $: **$0.00**
Receipt #: _____

Applicant's Name:
The City of Sweet Home

Applicant's Address:
3225 Main Street, Sweet Home, OR 97386

Applicant's Phone and e-mail:
541-818-8037, price@sweethomeor.gov

Within 30 days following the filing of this application, the City Planner will make a determination of completeness regarding the application. If deemed complete, the application will be processed.

**Property A**

Owner's Name:
The City of Sweet Home

Owner's Address:
3225 Main Street, Sweet Home, OR 97386

Owner's Phone and e-mail:
541-818-8037, price@sweethomeor.gov

Property Address:
N/A

Assessor's Map and Tax Lot:
13S01E31BB, Tax Lot 600

Property Size Before:
200,954 SF

Property Size After:
224,576 SF

Zoning Classification
R-1

**Property B**

Owner's Name:
The City of Sweet Home

Owner's Address:
3225 Main Street, Sweet Home, OR 97386

Owner's Phone and email:
541-818-8037, price@sweethomeor.gov

Property Address:
1365 Pleasant Valley Road, Sweet Home, OR 97386

Assessor's Map and Tax Lot:
13S01E31BB, Tax Lot 1100

Property Size Before:
23,622 SF

Property Size After:
0 SF

Zoning Classification:
R-1

## Submittal Requirements

The checklist on the other side of this application lists the required items must be submitted with this application and the Criteria the request must meet. Please address all items that apply to this request.

**I certify that the statements contained on this application, along with the submitted materials, are in all respects true and are correct to the best of my knowledge and belief.**

**Applicant's Signature:** _____ Date: _____

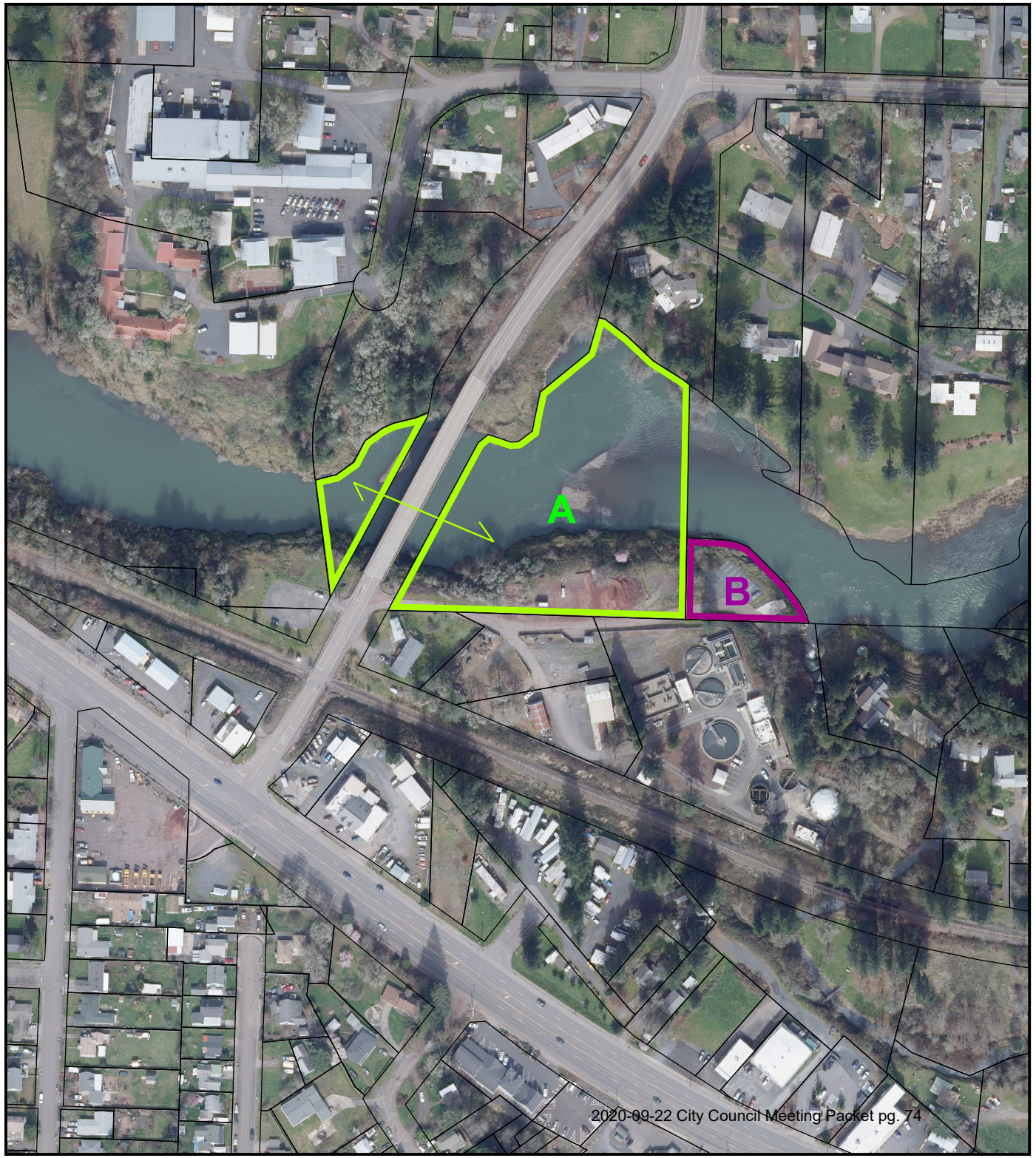
**Property Owner's Signature:** _____ Date: _____

**Property Owner's Signature:** _____ Date: _____

**Property Owner's Signature**: _____ Date: _____

**Property Owner's Signature:** _____ Date: _____

# WWTP Property Line Adjustments
## Existing Property Lines
(per approval of PLA20-07, PLA20-08)




**Legend**

taxlots

**PIN**

13S01E31BA01100

13S01E31BB00600

250 125 0 250 Feet

1 inch = 250 feet

N

# WWTP Property Line Adjustments
# PLA 20-09



**City of Sweet Home**
Community and Economic Development Department- Planning Program
3225 Main Street, Sweet Home, OR 97386 541-367-8113

# Application for a Property Line Adjustment or a Property Line Adjustment / Replat

Date Received: _____
Date Complete: _____
File Number: PLA20-10
Application Fee $: **$0.00**
Receipt #: _____

Applicant's Name:
The City of Sweet Home

Applicant's Address:
3225 Main Street, Sweet Home, OR 97386

Applicant's Phone and e-mail:
541-818-8037, price@sweethomeor.gov

Within 30 days following the filing of this application, the City Planner will make a determination of completeness regarding the application. If deemed complete, the application will be processed.

**Property A**

Owner's Name:
The City of Sweet Home

Owner's Address:
3225 Main Street, Sweet Home, OR 97386

Owner's Phone and e-mail:
541-818-8037, price@sweethomeor.gov

Property Address:
1359 Pleasant Valley Road, Sweet Home, OR 97386

Assessor's Map and Tax Lot:
13S01E31BB, Tax Lot 1501, 1502, 1300

Property Size Before:
232,400 SF

Property Size After:
456,976 SF

Zoning Classification
R-1

**Property B**

Owner's Name:
The City of Sweet Home

Owner's Address:
3225 Main Street, Sweet Home, OR 97386

Owner's Phone and email:
541-818-8037, price@sweethomeor.gov

Property Address:
1357 Pleasant Valley Road, Sweet Home, OR 97386

Assessor's Map and Tax Lot:
13S01E31BB, Tax Lot 600, 1100

Property Size Before:
224,576 SF

Property Size After:
0 SF

Zoning Classification:
R-1

## Submittal Requirements

The checklist on the other side of this application lists the required items must be submitted with this application and the Criteria the request must meet. Please address all items that apply to this request.

**I certify that the statements contained on this application, along with the submitted materials, are in all respects true and are correct to the best of my knowledge and belief.**

**Applicant's Signature:** _____ Date: _____

**Property Owner's Signature:** _____ Date: _____

**Property Owner's Signature:** _____ Date: _____

**Property Owner's Signature**: _____ Date: _____

**Property Owner's Signature:** _____ Date: _____

# WWTP Property Line Adjustments
## Existing Property Lines
(per approval of PLA20-07, PLA20-08, PLA20-09)




**Legend**

- taxlots
- **A:** 13S01E31BB01501, 1502, 1300
- **B:** 13S01E31BB00600, 1100

N

250 125 0 250 Feet

1 inch = 250 feet

# WWTP Property Line Adjustments
# PLA20-10



# REQUEST FOR COUNCIL ACTION

| | |
|---|---|
| **Title:** | Request for Council Action – Acceptance of Linn County Youth Activities Grant |
| **Preferred Agenda:** | September 8, 2020 (canceled)<br>September 22, 2020 |
| **Submitted By:** | Rose Peda, Library Services Director |
| **Reviewed By:** | Ray Towry, City Manager |
| **Type of Action:** | Resolution ____ Motion __X__ Roll Call ____ Other ____ |
| **Relevant Code/Policy:** | N/A |
| **Towards Council Goal:** | Goal #3 Essential Services (#3 Develop partnerships with regional services and work to connect them with the appropriate members of the public. |
| **Attachments:** | Linn County Youth Activities grant application |

**Purpose of this RCA:**

The purpose of this RCA is to request City Council accept the Linn County Youth Activities grant for our new Sweet Home Education Partnership Program.

**Background/Context:**

Linn County Commissioners recognized the immense, negative effects that the COVID-19 pandemic restrictions are having on our youth. They declared an emergency and allocated $1 million for projects that provide children with a chance to participate in organized activities that support opportunities for the development of social skills, physical activities, enrichment programs and growth, and interaction with appropriate adults coaches and mentors beyond their immediate household.

We are attempting to step up to help address the challenges we foresee children and their working parents may encounter. Beginning this fall, with this grant, we will be offering afterhours support and enrichment along with homework assistance through programs offered by our partners: 4-H, Outdoor School, and SHOCASE.

We know the transition from in-class learning to online learning will be an immense challenge for many children and parents. Kids are lacking their necessary social interaction with their peers, teachers, and other out of the home adults who fill an important role as a mentor.

The partnership between 4-H, Sweet Home Public Library, Outdoor School and SHOCASE will be crucial for children who live in circumstances ill-suited to virtual schooling – no Wi-Fi, no laptops, no quiet space, and no adult mentors who are prepared to oversee their lessons. We

want to ensure that children and families in need have access to resources with trained support persons.

4-H has a long history of offering educational and enrichment programs in the Sweet Home community. All 4-H programs include mentoring and career readiness as core elements. Our proposed partnership with the City of Sweet Home, the Sweet Home Public Library, Outdoor School, and SHOCASE will build upon and compliment the offerings of 4-H.

Accepting this grant will allow us to help fill in very much needed gaps to hep families in our community.

**The Challenge/Problem:**
How and with whom does the City partner with to provide afterhours activities for youth in our community?

**Stakeholders:**
Citizens: Citizens, especially children, deserve opportunities to experience activities that may spark their interests and to have

Councilors: It is the duty of the City Council to provide oversight on City activities and authorize formal agreements with other entities.

**Issues and Financial Impacts:**

The City will be the fiscal agent on the grant which will require Finance Director, Brandon Neish and oversight of the grant by Library Services Director, Rose Peda. With the approval of the Library Advisory Board, $5,000 from the budget was committed to this grant.

**Elements of a Stable Solution:**
An approved grant application and resulting grant award that funds the afterhours program with 4-H, the Sweet Home Public Library, Outdoor School and SHOCASE.

**Options:**

1. Do nothing.
2. Make a motion to authorize the City Manager to sign the agreement and accept the grant for Linn County Youth Activities.
3. Make a motion to reject the grant.

**Recommendation:**

Staff recommends option 2: *Make a motion to authorize the City Manager to sign the agreement and accept the grant for Linn County Youth Activities*.

# LINN COUNTY BOARD OF COMMISSIONERS

JOHN K. LINDSEY
*Commissioner*

WILLIAM C. TUCKER
*Commissioner*

ROGER NYQUIST
*Commissioner*

*Linn County Courthouse*
*P.O. Box 100, Albany, Oregon 97321*
*(541) 967-3825 FAX: (541) 926-8228*

***DARRIN L. LANE***
*Administrative Officer*

## LINN COUNTY YOUTH ACTIVITIES GRANT

The intent of this funding opportunity, made available by the Linn County Board of Commissioners, is to expand capacity of existing youth activity programs for Fall 2020. Funded projects should provide children with a chance to participate in organized activities that support opportunities for the development of social skills, physical activities, enrichment programs and growth, and interaction with appropriate adults coaches and mentors beyond their immediate household.

### GUIDELINES

Please review guidelines carefully. You will be asked to attest your agreement with these guidelines as part of the grant application. Failure to comply with guidelines will result in a forfeiture of grant resources.

1.) Grantee has or will adopt safety and health procedures specific to stopping the spread of COVID 19 and agrees to operate in compliance with all Oregon Health Authority, State of Oregon, and Governor's mandates as related to COVID-19, including but not limited to:

A. Maintenance of confidential records related to:

    1. Daily health screening of all participants
    2. Adults who drop off/pick up

B. The requirement for wearing face coverings
C. Maintenance of proper social distancing
D. Maintenance of steady cohorts
E. Complying with requirements regarding group size

Information regarding current policies and regulations related to youth activities can be found at the Oregon Health Authority and Oregon Early Learning Division.

2.) Grantee has appropriate child safety policies and practices in place, including the supervision, screening and training of staff and volunteers who have contact with youth (attach copy to application).

3.) Funds are to be utilized in the delivery of grant approved activities only. Expenses may include personnel, supplies, promotion, facilities, etc. as outlined in the budget template.

**Project Timeframe:** Programs and services can be implemented starting September 1, 2020 and must be completed by December 31, 2020.

**Application deadline: August 21, 2020 for the first round of funding. If funds remain available after the first round, rolling deadlines may be offered.**

**Please send completed applications by email to: hgravelle@co.linn.or.us**

## Linn County Youth Activities Grant Application Form

Please ensure that you read and understand the application terms and criteria prior to completing the application. Do not modify the format. Submit your application in one file as a PDF.

| | |
|---|---|
| **Applicant Organization:** | Sweet Home Public Library |
| **Org. Annual Budget** | $472,319 |
| **Amount of Grant Request:** | $63,796.00 |
| **Org Complete Mailing Address:** | 2202 - 13th Avenue / Sweet Home, OR 97386 |
| **Contact Name:** | Rose Peda |
| **Contact Title:** | Library Services Director |
| **Contact Primary Phone:** | 541-367-5007 |
| **Contact Email:** | rpeda@sweethomeor.gov |
| **Responsible Party (if different than contact):** | |
| **Responsible Party Title:** | |
| **Responsible Party Primary Phone:** | |
| **Non-Profit / Org Tax ID Number:** | 93-6002263 City of Sweet Home / 23-7316276 4-H / 91-1787357 |
| | |
| **Indicate the objectives that your project will address.** | Children need the opportunity to develop social skills<br>Children need time with adults mentors beyond the households<br>Children need organized physical & enrichment activities |
| **Select the grade levels this project serve:** | Kindergarten through 12th grade |
| **Indicate the number of children (total) this project will serve:** | 120 |

| | |
|---|---|
| **Project Title:** | Sweet Home Education Partnership |
| **Project Start Date:** | September 1, 2020 |
| **Project End Date:** | December 31, 2020 |
| **Location(s) of project activities:** | Sweet Home Community C |

**Provide a description of the proposed project (maximum 500 words):**

4-H has a long history of offering educational and enrichment programs in the Sweet Home community. All 4-H programs include mentoring and career readiness as core elements. Our proposed partnership with the City of Sweet Home, the Sweet Home Public Library, Outdoor School, and SHOCASE will build upon and compliment the offerings of 4-H. We know that many of our children are beginning school already woefully behind in key core areas such as math and reading. We know the transition from in-class learning to online learning will be an immense challenge for many children and parents. Our partnership will be crucial for children who live in circumstances ill-suited to virtual schooling – no Wi-Fi, no laptops, no quiet space, and no adults who are prepared to oversee their lessons. We want to ensure that children and families in need have access to educational resources with trained support persons.
We are stepping up to help address the challenges we foresee children, their working parents, and what they may encounter. Beginning this fall we will be offering afterhours educational support and enrichment along with homework assistance through programs offered by our partners. To reduce access barriers for local low-income families, we are requesting bus voucher funds, providing transportation to the Community Center and Library. Also, requested

**Provide a description of how this project addresses the objectives selected above. (500 words max)**

Academic Support
With the support of Oregon State University, tutoring offered by 4-H is currently on-line. Students select offerings in core study areas and electives such as languages. Intern teachers in Masters and Doctoral programs from OSU Dept. of Ed are available remotely or in-person to assist with homework questions. Also, recruited, trained volunteers and retired teachers from our community will help students.

Counselors from Oregon State University are available for families, providing support, tools, and needed assistance for parents in facilitating and engaging their child's online learning. Access to social and emotional support within our families is crucial.

The Sweet Home Public Library provides access to books and other Language Arts' resources,

| Describe your organization's expertise / experience with delivering this or other similar programs previously, including how you have identified a demand for this service at this time. (250 words max) |
|---|
| For more than 100 years, 4-H has become the nation's largest youth development organization. The 4-H idea is simple: help young people and their families gain the skills needed to be proactive forces in their communities and develop ideas for a more innovative economy. 4-H has the proven infrastructure to deliver programs to youth through support from volunteers, alumni, and Oregon State University.<br><br>The Sweet Home Public Library has a long history of offering a variety of programs for children. Programs like the summer reading, Oregon Battle of the Book, and in-class reading by staff are just a few of the programs the Library offers which focus on reading. Prior to COVID-19, the library contracted with organizations and performers to entertain and enrich the lives of children. An example, which was overwhelmingly successful, was the Eugene Raptor Center brought three birds of prey to the library and talked about how each of the birds hunted. |

| | |
|---|---|
| **Total number of youth to be served by this project:** | 120 |
| **Identify the demographics of the project's target participants:** | Students from Sweet Home K-12 |
| **Provide zip codes for the communities which you intend to serve:** | 97386, 97345, 97329, 97336 |
| **How will you communicate information about this project to attract participants?** | We will communicate through the Library's social media page and by posters and handouts at the Library. We will ask the schools and Parent Teacher Committee groups to repost on their social media pages. We will take an ad out in the local newspaper. |
| **Hours and Days of Operation of project:** | 6:30pm to 9:00pm Monday-Thursday |
| **Please tell us if you'll be providing additional supports and services along with this project such as nutrition, counseling, mental / physical health.** | We will provide counseling services for parents and students through Oregon State University. Physical activity will be provided through 4-H. |

## BUDGET INFORMATION:

| Provide all estimated revenues that will support the project. Indicate for each applicable. | | | |
|---|---|---|---|
| **Revenue Source(s)** | **Confirmed:** | **Pending:** | **Total:** |
| Donations | 1000.00 | 500.00 | 1500.00 |
| Fundraising Events | | | |
| Federal Government | | | |
| State Government | | | |
| United Way | | | |
| Registration / Participation Fees | | | |
| Linn County Youth Taskforce Request | | | |
| Other: | 8344.00 | | 8344.00 |
| Other: | 5000.00 | | 5000.00 |
| Other: | | | |
| **Total Revenue Budget** | $14344.00 | $500.00 | $14844.00 |

| Provide all estimated expenses for the project. Indicate the expenses that LCYT is being requested to support, and the amount of the request. | | | |
|---|---|---|---|
| **Expense Item:** | **Description:** | **Expense:** | **LCYT:** |
| Staff Salaries/Benefits | Coordinator/Intern Teacher Stipends | 32000.00 | 32000.00 |
| Instructor Fees | Outdoor School | 6200.00 | 6200.00 |
| Enrichment | Partners | 9000.00 | 9000.00 |
| Project Supplies | For students / teachers | 4228.00 | 4228.00 |
| Equipment Rental | | | |
| Facility Rental | | | |
| Advertising/Promotion | Newspaper Ads | 440.00 | 440.00 |
| Food/Nutrition | | | |
| Other | Computers / Library books & cards | 10728.00 | 10728.00 |
| Indirect Cost | Community Center/ Boys and Girls Club | 1200.00 | 1200.00 |
| **Total Expense Budget** | | 63796.00 | 63796.00 |

If any in-kind goods or services will be contributed to the project please list them here:

| **Contributor:** | **Description** | **Value as Declared by Donor:** |
|---|---|---|
| Kathi Collins | Licensed teacher / Education advisor | $6,000 |
| 4-H | Registration / Participation Fee (waived) | $9,600 |
| | | |

| | |
|---|---|
| Will volunteers be involved in planning/delivery of the project? | Yes No |
| If yes, how many volunteers? | 6 |

Please provide a brief description of how volunteers will be involved in the project:

Retired certified teachers have committed to volunteering their time to help provide education support for students at the program. We would estimate this in-kind service to be about $30,960.00.

4-H has committed to this project and will not be charging the families a registration / participation fee.

**APPLICANT DECLARATION:**

| Please confirm that you understand and agree with each of the following statements: | |
|---|---|
| X | I have carefully read and understand the application guidelines, and I confirm that the organization I represent meets these criteria. |
| X | I have attached a copy of my organization's policies and practices related to halting the spread of COVID 19. Including information on how all staff and volunteers will be trained in these policies and practices. We agree to comply with all OHD, State of Oregon, and Governor's mandates related to COVID 19 – including wearing of face coverings, social distancing, sanitization, and keeping accurate records related to participation. |
| X | I confirm that to the best of my knowledge the statements in this application are complete and accurate. |
| X | I agree that a completed Final Report including demographics served by this program and financial verification will be provided to the County's designee within 60 days of completion of the project. |
| X | I have printed/downloaded a copy of our completed application. |
| X | I have attached a copy of my organization's policies and practices related to youth safety, including volunteer/staff background screening, volunteer supervision, and any other policies related to youth safety. |
| X | I have attached a copy of my organization's certificate of general liability insurance which indicates $3M coverage. |
| X | If funded I agree to add Linn County as an additional insured and to provide a copy of this certificate to their designee prior to implementing this project. |

| **Name of Authorized Representative (please print)** | **Position** |
|---|---|
| Rose Peda | Library Services Director |
| **Signature** | **Date** |
| Rose Peda | August 21, 2020 |

UPDATED SEPTEMBER 18, 2020

# REQUEST FOR COUNCIL ACTION

| | |
|---|---|
| **Title:** | Request for Proposals for WWTP Value Engineering Study |
| **Preferred Agenda:** | **September 22, 2020** |
| **Submitted By:** | Trish Rice, Engineering Tech 2<br>Greg Springman, PWD |
| **Reviewed By:** | Ray Towry, City Manager |
| **Type of Action:** | Resolution ___ Motion __X__ Roll Call ____ Other ____ |
| **Relevant Code/Policy:** | N/A |
| **Towards Council Goal:** | 1.b Develop specific steps for implementation of the adopted infrastructure master plans – sewer<br>2.5 Continue to implement best financial practices |
| **Attachments:** | RFP for Value Engineering Study |

**Purpose of this RCA:**

Staff is requesting authorization to post a Request for Proposals (RFP) to solicit an engineer to conduct the Value Engineering Study for the Wastewater Treatment Plant (WWTP) Improvement Project.

**Background/Context:**

The WWTP Improvement Project 60% design was completed in June 2020 and is now entering the 90% design phase. USDA and DEQ require a Value Engineering (VE) study as part of our USDA financing application. A VE study is a third-party engineering review that checks the design for construction efficiency, equipment selections, and other cost-saving measures. The VE study will provide a list of suggested cost saving options. The City will review the suggestions with the Murraysmith design team and decide what to incorporate. Staff anticipates tasking West Yost as the engineer of record to assist with reviewing the VE study findings.

The study is anticipated to take one week. This study is necessary before beginning 90% design work.

**The Challenge/Problem:**

How will the City ensure the best value for the City's investment and meet financing application requirements?

**Stakeholders:**

- City of Sweet Home citizens – Ratepayers pay for all treatment works. It is our responsibility to deliver services as effectively and efficiently as possible.
- City of Sweet Home – The City must be a responsible steward of the public money and facilities in our care.
- City of Sweet Home Public Works staff – Public Works staff provide oversight and support for the WWTP design. City staff and Murraysmith engineers will work together to review the VE study results and incorporate changes.
- Murraysmith – The design engineers are responsible for designing efficient treatment processes. City staff and Murraysmith engineers will work together to review the VE study results and incorporate changes.
- USDA and DEQ – These regulatory agencies require the VE study as part of the City's USDA financing application.

**Issues and Financial Impacts:**

The VE study is estimated to cost **around $80,000** and will be charged to the WWTP project budget.

**Elements of a Stable Solution:**

The ideal solution will meet financing application requirements and ensure the best value for the City's investment.

**Options:**

1. *Do Nothing*. This will require us to seek an alternative financing source and will delay the project.
2. *Authorize the solicitation of Value Engineering Services by the posting of this RFP*. Posting the solicitation through the City website, local media, and the Daily Journal of Commerce will provide the broadest possible reach for potential proposers. Staff will rank responses and conduct negotiations with the highest-ranked proposer, then return to Council to authorize the proposed contract.
3. *Review the Value Engineering services RFP and suggest revisions.* Staff will revise the RFP to address Council's areas of concern and present a new draft to Council at a later date.

**Recommendation:**

Staff recommends Option 2, *Authorize the solicitation of Value Engineering Services by the posting of this RFP*.

UPDATED SEPTEMBER 18, 2020

# CITY OF SWEET HOME, OREGON

# REQUEST FOR PROPOSALS
# WWTP VALUE ENGINEERING STUDY

## Closes 4:00 pm, October 9, 2020

UPDATED SEPTEMBER 18, 2020

# REQUEST FOR PROPOSALS
# WWTP VALUE ENGINEERING STUDY

## I. GENERAL INFORMATION

### A. INTRODUCTION

The City of Sweet Home (City) is soliciting proposals to provide value engineering services for the Wastewater Treatment Plant Improvements (WWTP) project. The City invites qualified consultants to submit a proposal package based upon the scope of work contained within this Request for Proposals (RFP).

Proposers shall be licensed to practice engineering in the State of Oregon and be members in good standing with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS). The City will consider proposals from engineering firms as well as individual engineers.

This RFP, issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and the City of Sweet Home, invites qualified firms (Proposers) to submit their Proposals to provide the services described.

### B. BACKGROUND

The City of Sweet Home is an Oregon municipal corporation with city limits covering approximately 6 square miles. The population of the City is approximately 9,225. The City is located in Linn County, 25 miles east of I-5, and is the third largest city in the county. The City Council consists of the Mayor and six council members elected from the city at large. The Council acts as the local contract review board for the City. The City operates under a City Manager form of government.

The City's WWTP is in the Northwest corner of the City on the south bank of the South Santiam River adjacent to Ames Creek. The plant was first built in 1947 consisting of a trickling filter, sedimentation basin, and an Imhoff tank. In 1973, the WWTP was upgraded to an activated sludge plant with pressure filters. The final major upgrade was in 1992, which addressed capacity and treatment quality issues. The existing WWTP consists of an influent pump station, a headworks with 1-inch manual bar screens, two parallel complete mix aeration basins equipped with surface aerators, three secondary clarifiers, gravity sand filter, chlorine disinfection, and a belt filter press for solids dewatering.

City's collection system consists solely of gravity piping, which flows to the WWTP influent pump station (IPS) at the plant. There have been significant issues with inflow and infiltration (I/I) in the collection system. Flows to the plant have reached 20 MGD – over three times the plant's peak capacity. Due to the issues with I/I, the City established Mutual Agreement and Order (MAO) No. 86840 with the Oregon Department of Environmental Quality (DEQ) to address peak wet weather flows. The resulting I/I abatement program reduced peak flows to the plant by 50% between the years 2003 and 2012. The conditions of the MAO were nullified May 2015 when DEQ notified the City that it had fulfilled the obligations and a MAO was no longer pertinent. The collection system continues to pose challenges to plant staff during the wet weather months, and work on I/I abatement is ongoing.

The WWTP operates under NPDES Permit No. 101657, which was issued in April 2005. The permit expired in 2010; however, the City received an extension allowing them to operate under the existing permit until a new one is issued. The permit allows discharges to two outfalls. Outfall 001 discharges to the South Santiam River. This is the only permitted outfall for treated effluent, and it is to be the primary outfall through the year. Outfall 002 discharges to Ames Creek. This outfall is only to be used as an emergency overflow during storm events greater than a five-year occurrence interval. Due to the I/I in the collection system, this outfall has been used beyond the permitted amount resulting in violations.

In 2015 the City hired Brown & Caldwell to prepare a Wastewater Facilities Plan. The plan found numerous issues requiring a significant improvements program. The problems involved capacity issues with every unit operation and issues with solids management. These capacity issues translated to numerous permit violations. In 2017, the City requested proposals for design of WWTP upgrades necessary to increase capacity of the existing WWTP for the 20-year planning horizon. The City selected Murraysmith's plan to balance the investments in the collection system and at the WWTP at the most cost-effective point between WWTP upgrade costs and I/I reduction costs. To attain optimum balance between flow control and treatment, the basis of design for the WWTP improvements is currently being planned at a 12.4 MGD peak capacity.

In 2018, the Murraysmith team performed a condition assessment that identified key areas within the WWTP that may be reused or repurposed. The proposed plan includes upgrades to the influent pump station, a headworks screening facility, a primary clarifier, a secondary clarifier, expansion of the existing aeration basin, installation of a cloth media filter, and conversion of chlorine disinfection to UV disinfection. The plan also includes addition of a solids thickener, new anaerobic digester, repurposing the existing sludge storage tank to a secondary anaerobic digester, new dewatering equipment, and a new administration building with a lab. These improvements will allow the plant to meet current and future permitting needs over the 20-year planning horizon; automate the process to streamline operations and maintenance; and add instrumentation and control to improve treatment and consistency.

Murraysmith has completed the Schematic Design and 60% Design development phases of the project. The next step is the Value Engineering Study outlined in this request for proposals. The study must satisfy USDA's infrastructure financing application requirements regarding value engineering studies.

## C. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- RFP Advertised **September 23, 2020**
- **Proposal Due Date** **4:00 pm, October 9, 2020**
- Selection **October 16, 2020**
- Award Contract **November 10, 2020**
- Commencement of Contract **November 11, 2020**

## D. SCOPE OF SERVICES

- Comprise a value analysis team that includes qualified professionals proficient in wastewater treatment design, operations, and construction. This team will work closely

with staff at the City's Public Works department and Murraysmith design staff to develop a final evaluation report.

- Provide a written job plan for the value analysis that includes scope and methodology of the value analysis, schedule, and deliverables.
- Conduct a four-day value analysis workshop/session consisting of an information and function phase, creative phase, evaluation phase, development phase, and closing/presentation phase. The design engineer will present a project overview on the first day of the workshop, be available during the workshop for questions, and be present for the closing phase of recommended concepts from the value analysis team.
- Review the Schematic Design report and appendices including NPDES permit.
- Review 60% design package including drawings, specifications, and Engineer's opinion of probable construction costs (OPCC).
- The team shall provide constructive input and feedback based on the review of materials.
- The Team will:
    - Evaluate process components and recommend cost saving alternatives and/or approaches to achieve similar or better treatment performance.
    - Evaluate or recommend energy efficient options that may provide savings over the lifespan of plant operations.
    - Review operational functionality of the proposed improvements and provide recommendations to improve operational efficiencies.
    - Review constructability and OPCC and provide recommendations related to constructability.
- **Deliverable:** Provide a draft written report of workshop findings and recommendations for review and comment by the City.
- **Deliverable:** Provide final written report that incorporates City comments generated by the draft report. The report must satisfy USDA's infrastructure financing application requirements regarding value engineering studies.

The City desires VE Study deliverables to be completed no later than December 31, 2020.

### E. RESOURCES TO BE PROVIDED

The City will make copies available online for download of the 2016 Wastewater Facilities Plan; WWTP 20% Schematic Design Report; WWTP 60% Design Drawings, Specifications, and Opinion of Probable Construction Cost; and the facility's current NPDES permit.

## II. PROPOSAL INSTRUCTIONS

### A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide four (4) hard copies and one (1) digital copy in .PDF format of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Sweet Home WWTP Value Engineering Study". Proposals shall be submitted by **4:00 p.m. on October 9, 2020** to:

Greg Springman
Public Works Director
1400 24th Ave
Sweet Home, OR 97386

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City of Sweet Home assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

## B. INQUIRIES

Questions concerning this RFP should be submitted in writing to:

Greg Springman
Public Works Director
1400 24th Ave
Sweet Home, OR 97386
Email: gspringman@sweethomeor.gov

## C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

## D. PROTESTS

### Protests of Solicitation

Proposers are directed to the protest procedures contained in OAR 137-048-0240. Proposers may submit a written protest of anything contained in an RFP and may request a change to any provision, specification or Contract term contained in an RFP, no later than seven (7) calendar days prior to the date Proposals are due. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or Contract terms.

### Protests of Contract Award

Proposers are directed to the protest procedures contained in OAR 137-048-0240. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the Contracting Agency no later than seven (7) calendar days after the date of the selection notice. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Engineering Services described in the RFP.

## F. PROPOSAL CONTENTS

Proposals shall be limited to 10 pages excluding attachments.

Minimum Qualifications: Proposers must meet the following minimum qualifications to be evaluated.

- A Civil Engineer licensed to work in the State of Oregon.
- Good legal standing.
- Ability to provide the value analysis work needed by the City to the standards required by the City, County and State.
- Demonstrate the ability to furnish insurance coverage as specified in Section 7 of the attached contract form.

Desired Qualifications: Proposers shall demonstrate their ability to undertake the City's WWTP Value Engineering Study by providing the technical qualifications of the Proposer, individual team members and subconsultants, if applicable. The City reserves the right to conduct an independent investigation of the Proposer's technical qualifications by contacting references, accessing public information, or contacting independent parties. Additional information may be requested during the evaluations of technical qualifications. The Proposer shall provide the following sections to demonstrate its technical qualifications:

*Corporate Profile & Legal Qualifications*

- Include the full name, tax identification number, main office address and telephone and facsimile numbers of the Proposer and the principal contact person. This shall include a description of the firm or organization (corporation, partnership, etc.) that will serve as the contracting party.
- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Name and license number of the individual who will serve as the project lead.
- Identify proposed subconsultants, if applicable.
- Demonstrate good legal standing in Oregon and in home state (no bankruptcy in the last 10 years, no fraud, no illegal activities).
- If applicable, identify ownership status and/or employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses.

*Technical Experience & Qualifications*

- A current résumé for the individual who will serve as the project lead, including a description of qualifications, skills, and responsibilities.
- The names of professional persons who will assist the project lead in performing the work and a current résumé for each, including a description of qualifications, skills, responsibilities, professional registrations and certifications, and office location. Professionals with experience in design, operation, and construction of wastewater treatment plants is a high priority.
- Explanation of proposer's facilities and availability of support staff.
- Organizational chart identifying members of the team, including subconsultants, who would be assigned to this project. The chart should clearly delineate roles and responsibilities of the various team members.
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used and proof of adequate professional liability insurance for any subconsultants.
- Description of Proposer's project management techniques.
- Description of Proposer's expertise in the following areas:
  - Value Engineering Analysis;

  - Activated Sludge Wastewater Process Engineering;
  - Mechanical, Civil, Structural, and Electrical Engineering;
  - Wastewater Treatment Plant Operations and Maintenance;
  - Municipal Works Construction.
- Description of similar previous work demonstrating quality of work, ability to meet schedules, cost control and contract administration.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided, if available. (For all references, please include names, phone numbers, and description of work performed.) All proposal packages must include the following information related to the references and qualifications relative to the scope of work associated with this proposal:
  - List of Oregon local government jurisdictions your firm is currently providing wastewater analysis services and/or value analysis services for, or has provided analysis services and/or value analysis services for within the last 5 years.
  - Relevant Project Summary/Profile Sheets completed within the last 5 years. At a minimum, the sheets shall provide a brief description of the project, provide date project was completed, total cost of design, provide date construction was completed (if applicable), and cost of construction (if applicable).
  - Provide a list of staff members on the proposed value analysis team that were involved and the individual roles of team members.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the City. Conflict of interest is defined for purposes of this RFP and any resulting contract as proposer's provision of professional engineering services to any private property owner or developer within the City's jurisdictional boundaries.

### G. PUBLIC RECORDS

All proposals submitted are the property of the City of Sweet Home, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law.

### H. COSTS

Proposers responding to this RFP do so solely at their own expense.

## III. PROPOSAL EVALUATION

### A. EVALUATION CRITERIA

In evaluating the proposal, the City will utilize the requirements outlined in this section to identify the contractor best qualified to perform the services.

Completeness & Responsiveness (all must be yes)

- Timeliness of submittal
- Satisfies minimum qualifications
    - A Civil Engineer licensed to work in the State of Oregon.
    - Good legal standing
    - Ability to provide the value analysis work needed by the City to the standards required by the City, County and State.
    - Documentation of ability to provide required insurances.
- Includes all required sections
    - Corporate profile
    - Technical Experience & Qualifications

Scoring Criteria

Proposals meeting the above Completeness & Responsiveness requirements will be evaluated by the City using the following criteria:

**(30%)** Specialized experience, capabilities and technical competence, which the prospective consultant may demonstrate with the prospective consultant's proposed approach and methodology to meet the project requirements.

**(25%)** Resources committed to perform the services and the proportion of the time that the prospective consultant's staff would spend to perform services for the contracting agency, including time for specialized services, within the applicable time limits.

**(25%)** Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.

**(10%)** Familiarity and availability to the project locale.

**(5%)** Ownership status and employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses.

**(5%)** Proposed project management techniques.

## B. SELECTION

The City is using a qualifications-based selection (QBS) process for engineering contracts in accordance with ORS 279C.110. As a result, selection of the most qualified candidate will be made without regard to the price of the services. Only after selection of the most qualified candidate will the City and selected candidate enter into contract negotiations for the price of the services.

Each member of the evaluation committee shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, results of the evaluation will be posted to the RFP listing on the City website and will be emailed to the primary contact identified in each proposal, and the City will begin negotiating a contract with

the highest ranking candidate. The City shall direct negotiations toward obtaining written agreement on the Engineer's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

Upon reaching agreement, the notice of intent to award will be posted and the contract will be presented to City Council for approval. If City Council approves the award of the contract as presented, then the agreement will be executed.

It is the desire of the City to have a contract in place for WWTP value analysis services no later than November 11, 2020.

## C. CONTRACT

The City desires to enter into a professional services agreement in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer will be expected to sign the attached written agreement, which will incorporate this RFP and awardee's proposal. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, in City's sole discretion.

The City anticipates payment for services in a lump sum, not-to-exceed amount. However, the City will also consider alternative proposals. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations.

The City of Sweet Home is an Equal Opportunity/Affirmative Action Employer.
Women, Minorities and Disabled Persons are encouraged to apply.

This RFP is issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and the City of Sweet Home. Authorized & approved for posting by the City Council and the City Manager. Staff can amend the RFP and contract form to meet the best interests of the City with the approval of the City Manager.

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.

UPDATED SEPTEMBER 18, 2020

**City of Sweet Home**
**Personal Services Contract for**
**City Engineering Services**

This Contract is by and between the City of Sweet Home ("City") and _____ ("Engineer") for the performance of a Value Engineering Study for the Wastewater Treatment Plant Improvements Project.

## A. RECITALS

City has conducted a formal solicitation for proposals from engineering firms pursuant to Public Contracting law.

Engineer submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified engineer, best suited to meet City's needs pursuant to the RFP criteria.

City has awarded the contract to Engineer.

## B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A – Scope of Work
Exhibit B – Oregon Personal Services Public Contracting Code Requirements
Exhibit C – Request for Proposals
Exhibit D – Engineer's Proposal
Exhibit E – Engineer's Price Proposal

## C. AGREEMENT

### 1. Schedule for Rendering Services

1.1 Commencement. Engineer is authorized to begin rendering services under this contract from the date of its execution.

1.2 Time for Completion. Engineer shall complete its obligations **by December 31, 2020.**

If, through no fault of Engineer, such time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

If City authorizes changes in the scope, extent, or character of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then City shall be entitled to the recovery of direct damages, if any, resulting from such failure.

**2. Scope of Work**

Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, and as may be described by future addenda to this Contract.

**3. Compensation**

3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in a lump sum amount not to exceed $_____ , in accordance with Exhibit E, Engineer's Price Proposal.

3.2 Invoices. Within 60 days following City acceptance of project deliverables as identified in Exhibits A, C, and D, Engineer shall invoice the City in summary form, itemized by work tasks, for all services performed under this contract. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

**4. Contractor Is an Independent Contractor**

Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work. Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under the Contract and will not have any amounts withheld by City to cover Engineer's tax obligations. Engineer is not eligible for any City fringe benefit plans.

**5. Notices**

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is

generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: Greg Springman, Public Works Director
City of Sweet Home
1400 24th Ave
Sweet Home, OR 97386
Phone: (541) 367-6359
Fax: (541) 367-7592

Engineer: _____

_____

_____

_____

Phone: (_____) _____

Fax: (_____) _____

**6. Indemnification**

Engineer shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Engineer's negligent performance and/or fault of Engineer, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Engineer, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Engineer shall defend City from claims covered under this section at Engineer's sole cost and expense until such time (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence or (2) until City and Engineer mutually agree to allocate the liability.

**7. Insurance Requirements**

7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:

a. Commmercial general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards, if applicable):

$1,000,000 – each occurrence (bodily injury)
$2,000,000 – general aggregate
$1,000,000 – property damage, contractual, etc.
$2,000,000 – umbrella liability coverage
Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

b. Automobile Liability insurance limit shall not be less than $1,000,000 combined single limit per accident.

c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than $1,000,000 per occurrence.

d. Professional Liability for Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than $2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of five (5) years after final completion.

e. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

7.3 Policies shall provide that City, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.

7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.

7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.

7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.

7.7 Engineer shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Engineer shall furnish City with executed copies of such policies of insurance. Engineer shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

7.8 All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement with the certificate of insurance specifying the City of Sweet Home, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Engineer's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent and attached to Certificate of Insurance.

**8. Workers' Compensation**

8.1 Engineer, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this paragraph.

**9. Hours of Employment**

Engineer shall comply with all applicable state and federal laws regarding employment.

**10. Assignments and Subcontractors**

Engineer may not assign or subcontract any of its responsibilities under this Contract without City's prior written consent. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

**11. Labor and Material**

Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

**12. Ownership of Work and Documents**

All work performed by Engineer and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any materials furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

**13. Termination for Convenience**

13.1 This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Engineer. Upon termination under this paragraph, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Engineer. Pursuant to this paragraph, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Engineer can show good cause beyond its control for the delay.

13.2 City may unilaterally order Engineer to suspend all or part of the services under this Contract. If City suspends certain services under this Contract and later orders Engineer to resume those services, Engineer will be entitled to reimbursements for the costs actually and reasonably incurred, if any, in re-starting the suspended services.

**14. Termination for Cause**

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

14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

14.3 If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. **Termination for Default**

Either City or Engineer may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

**16. Remedies**

In the event of breach of this Contract the parties shall have the following remedies:

16.1 If terminated under paragraph 15 by City due to a breach by Engineer, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.

16.2 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.

16.3 If City breaches this Contract, Engineer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Engineer is entitled.

16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

**17. Nondiscrimination**

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment on the basis of any protected class as defined in ORS279A.112(b).

**18. Governing Law; Jurisdiction; Venue**

This Contract 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 City and Engineer that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ENGINEER BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

**19. Compliance with Laws and Regulations**

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659a.142; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Engineer, its sub-consultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

**20. Experience, Capabilities and Resources**

By execution of this Contract, the Engineer agrees that:

Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.

Engineer has the capabilities and resources necessary to perform the obligations of this Contract.

Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

**21. Drawings, Specifications and Other Documents**

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

**22. Errors and Omissions**

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its sub-consultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

**23. Contract Performance**

Engineer shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer that has not been cured.

**24. Access to Records**

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City, and City's duly authorized representatives in preparation for and during litigation.

**25. Representations and Warranties**

Engineer represents and warrants to City that (1) Engineer has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms, (3) Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

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**26. City Obligations**

26.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, City shall furnish to Engineer, within fifteen (15) days after receipt of a written request, information necessary and relevant for Engineer to evaluate, give notice of, or enforce lien.

26.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.

26.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, reasonably required by the scope of a project, and agreed to by City.

26.4 City shall furnish all testing as required by law or the contract documents.

26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Engineer has performed requisite project management and oversight duties.

26.6 City shall provide prompt written notice to Engineer if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Engineer's design or performance under the contract.

26.7 City shall pay Engineer in accordance with paragraph 3 and Exhibit E of this Contract, upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.

26.8 City shall report the total amount of all payments to Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

26.9 City shall guarantee access to, and make all provisions for Engineer to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.

26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Engineer to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Agreement price or Agreement time.

**27. Arbitration**

All claims, disputes, and other matters in question between the City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Linn

County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

A claim by Engineer arising out of, or relating to this Contract must be made in writing and delivered to the City Manager not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Manager within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Manager will be considered by the City Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Engineer may file a written request for arbitration with the City Manager. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and Engineer.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Engineer to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

**28. Attorney Fees**

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Engineer agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

**29. Successors and Assigns**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**30. Limitation of Liabilities**

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

**31. Foreign Contractor**

If Engineer is not domiciled in or registered to do business in the state of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

**32. Confidentiality**

Engineer shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's sub-consultants to maintain the confidentiality of information of City.

**33. Force Majeure**

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

**34. Waivers**

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. City's consent to or approval of any act by Engineer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

**35. Severability**

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

**36. Survival**

All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

**37. Headings**

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

**38. Integration and Modification**

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

**39. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

**40. Certificate of Compliance with Oregon Tax Laws**

By executing this Contract, Engineer certifies under penalty of perjury that Engineer is, to the best of Engineer's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

**41. Time is of the Essence**

Time is of the essence under this Contract.

CITY OF SWEET HOME

By:_____

Name: Ray Towry

Title: City Manager

Date: _____

ENGINEER

By:_____
Authorized Signature

Name: _____

Title: _____

Date: _____

Authorized & Approved by the City Council.
City Manager approves contract.

Approved as to form.

By:_____

Name: Robert Snyder

Title: City Attorney

Date: _____

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**Exhibit A**

**Scope of Work**

## SERVICES AND RESPONSIBILITY OF ENGINEER

- Comprise a value analysis team that includes qualified professionals proficient in wastewater treatment design, operations, and construction. This team will work closely with staff at the City's Public Works department and Murraysmith design staff to develop a final evaluation report.
- Provide a written job plan for the value analysis that includes scope and methodology of the value analysis, schedule, and deliverables.
- Conduct a four-day value analysis workshop/session consisting of an information and function phase, creative phase, evaluation phase, development phase, and closing/presentation phase. The design engineer will present a project overview on the first day of the workshop, be available during the workshop for questions, and be present for the closing phase of recommended concepts from the value analysis team.
- Review the Schematic Design report and appendices including NPDES permit.
- Review 60% design package including drawings, specifications, and Engineer's opinion of probable construction costs (OPCC).
- The team shall provide constructive input and feedback based on the review of materials.
- The Team will:
    - Evaluate process components and recommend cost saving alternatives and/or approaches to achieve similar or better treatment performance.
    - Evaluate or recommend energy efficient options that may provide savings over the lifespan of plant operations.
    - Review operational functionality of the proposed improvements and provide recommendations to improve operational efficiencies.
    - Review constructability and OPCC and provide recommendations related to constructability.
- **Deliverable:** Provide a draft written report of workshop findings and recommendations for review and comment by the City.
- **Deliverable:** Provide final written report that incorporates City comments generated by the draft report. The report must satisfy USDA's infrastructure financing application requirements regarding value engineering studies.

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UPDATED SEPTEMBER 18, 2020

## Exhibit B

## Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

(1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract.

(3) Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

(4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

(5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(7) Consultant shall pay Consultant's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(8) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(9) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

(12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Consultant certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

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UPDATED SEPTEMBER 18, 2020

**Exhibit C**

**Request for Proposals**

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UPDATED SEPTEMBER 18, 2020

**Exhibit D**

**Engineer's Proposal**

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UPDATED SEPTEMBER 18, 2020

**Exhibit E**

**Engineer's Schedule of Rates and Charges**

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# REQUEST FOR COUNCIL ACTION

| | |
|---|---|
| **Title:** | Request for Proposals for WWTP Value Engineering Study |
| **Preferred Agenda:** | September 22, 2020 |
| **Submitted By:** | Trish Rice, Engineering Tech 2<br>Greg Springman, PWD |
| **Reviewed By:** | Ray Towry, City Manager |
| **Type of Action:** | Resolution ___ Motion __X__ Roll Call ____ Other ____ |
| **Relevant Code/Policy:** | N/A |
| **Towards Council Goal:** | 1.b Develop specific steps for implementation of the adopted infrastructure master plans – sewer<br>2.5 Continue to implement best financial practices |
| **Attachments:** | RFP for Value Engineering Study |

**Purpose of this RCA:**

Staff is requesting authorization to post a Request for Proposals (RFP) to solicit an engineer to conduct the Value Engineering Study for the Wastewater Treatment Plant (WWTP) Improvement Project.

**Background/Context:**

The WWTP Improvement Project 60% design was completed in June 2020 and is now entering the 90% design phase. USDA and DEQ require a Value Engineering (VE) study as part of our USDA financing application. A VE study is a third-party engineering review that checks the design for construction efficiency, equipment selections, and other cost-saving measures. The VE study will provide a list of suggested cost saving options. The City will review the suggestions with the Murraysmith design team and decide what to incorporate. Staff anticipates tasking West Yost as the engineer of record to assist with reviewing the VE study findings.

The study is anticipated to take one week. This study is necessary before beginning 90% design work.

**The Challenge/Problem:**

How will the City ensure the best value for the City's investment and meet financing application requirements?

**Stakeholders:**

- City of Sweet Home citizens – Ratepayers pay for all treatment works. It is our responsibility to deliver services as effectively and efficiently as possible.

- City of Sweet Home – The City must be a responsible steward of the public money and facilities in our care.
- City of Sweet Home Public Works staff – Public Works staff provide oversight and support for the WWTP design. City staff and Murraysmith engineers will work together to review the VE study results and incorporate changes.
- Murraysmith – The design engineers are responsible for designing efficient treatment processes. City staff and Murraysmith engineers will work together to review the VE study results and incorporate changes.
- USDA and DEQ – These regulatory agencies require the VE study as part of the City's USDA financing application.

**Issues and Financial Impacts:**

The VE study is estimated to cost $15,000-20,000 and will be charged to the WWTP project budget.

**Elements of a Stable Solution:**

The ideal solution will meet financing application requirements and ensure the best value for the City's investment.

**Options:**

1. *Do Nothing*. This will require us to seek an alternative financing source and will delay the project.
2. *Authorize the solicitation of Value Engineering Services by the posting of this RFP*. Posting the solicitation through the City website, local media, and the Daily Journal of Commerce will provide the broadest possible reach for potential proposers. Staff will rank responses and conduct negotiations with the highest-ranked proposer, then return to Council to authorize the proposed contract.
3. *Review the Value Engineering services RFP and suggest revisions.* Staff will revise the RFP to address Council's areas of concern and present a new draft to Council at a later date.

**Recommendation:**

Staff recommends Option 2, *Authorize the solicitation of Value Engineering Services by the posting of this RFP*.

# CITY OF SWEET HOME, OREGON

# REQUEST FOR PROPOSALS
# WWTP VALUE ENGINEERING STUDY

## Closes 4:00 pm, September 25, 2020

# REQUEST FOR PROPOSALS
# WWTP VALUE ENGINEERING STUDY

## I. GENERAL INFORMATION

### A. INTRODUCTION

The City of Sweet Home (City) is soliciting proposals to provide value engineering services for the Wastewater Treatment Plant Improvements (WWTP) project. The City invites qualified consultants to submit a proposal package based upon the scope of work contained within this Request for Proposals (RFP).

Proposers shall be licensed to practice engineering in the State of Oregon and be members in good standing with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS). The City will consider proposals from engineering firms as well as individual engineers.

This RFP, issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and the City of Sweet Home, invites qualified firms (Proposers) to submit their Proposals to provide the services described.

### B. BACKGROUND

The City of Sweet Home is an Oregon municipal corporation with city limits covering approximately 6 square miles. The population of the City is approximately 9,225. The City is located in Linn County, 25 miles east of I-5, and is the third largest city in the county. The City Council consists of the Mayor and six council members elected from the city at large. The Council acts as the local contract review board for the City. The City operates under a City Manager form of government.

The City's WWTP is in the Northwest corner of the City on the south bank of the South Santiam River adjacent to Ames Creek. The plant was first built in 1947 consisting of a trickling filter, sedimentation basin, and an Imhoff tank. In 1973, the WWTP was upgraded to an activated sludge plant with pressure filters. The final major upgrade was in 1992, which addressed capacity and treatment quality issues. The existing WWTP consists of an influent pump station, a headworks with 1-inch manual bar screens, two parallel complete mix aeration basins equipped with surface aerators, three secondary clarifiers, gravity sand filter, chlorine disinfection, and a belt filter press for solids dewatering.

City's collection system consists solely of gravity piping, which flows to the WWTP influent pump station (IPS) at the plant. There have been significant issues with inflow and infiltration (I/I) in the collection system. Flows to the plant have reached 20 MGD – over three times the plant's peak capacity. Due to the issues with I/I, the City established Mutual Agreement and Order (MAO) No. 86840 with the Oregon Department of Environmental Quality (DEQ) to address peak wet weather flows. The resulting I/I abatement program reduced peak flows to the plant by 50% between the years 2003 and 2012. The conditions of the MAO were nullified May 2015 when DEQ notified the City that it had fulfilled the obligations and a MAO was no longer pertinent. The collection system continues to pose challenges to plant staff during the wet weather months, and work on I/I abatement is ongoing.

The WWTP operates under NPDES Permit No. 101657, which was issued in April 2005. The permit expired in 2010; however, the City received an extension allowing them to operate under the existing permit until a new one is issued. The permit allows discharges to two outfalls. Outfall 001 discharges to the South Santiam River. This is the only permitted outfall for treated effluent, and it is to be the primary outfall through the year. Outfall 002 discharges to Ames Creek. This outfall is only to be used as an emergency overflow during storm events greater than a five-year occurrence interval. Due to the I/I in the collection system, this outfall has been used beyond the permitted amount resulting in violations.

In 2015 the City hired Brown & Caldwell to prepare a Wastewater Facilities Plan. The plan found numerous issues requiring a significant improvements program. The problems involved capacity issues with every unit operation and issues with solids management. These capacity issues translated to numerous permit violations. In 2017, the City requested proposals for design of WWTP upgrades necessary to increase capacity of the existing WWTP for the 20-year planning horizon. The City selected Murraysmith's plan to balance the investments in the collection system and at the WWTP at the most cost-effective point between WWTP upgrade costs and I/I reduction costs. To attain optimum balance between flow control and treatment, the basis of design for the WWTP improvements is currently being planned at a 12.4 MGD peak capacity.

In 2018, the Murraysmith team performed a condition assessment that identified key areas within the WWTP that may be reused or repurposed. The proposed plan includes upgrades to the influent pump station, a headworks screening facility, a primary clarifier, a secondary clarifier, expansion of the existing aeration basin, installation of a cloth media filter, and conversion of chlorine disinfection to UV disinfection. The plan also includes addition of a solids thickener, new anaerobic digester, repurposing the existing sludge storage tank to a secondary anaerobic digester, new dewatering equipment, and a new administration building with a lab. These improvements will allow the plant to meet current and future permitting needs over the 20-year planning horizon; automate the process to streamline operations and maintenance; and add instrumentation and control to improve treatment and consistency.

Murraysmith has completed the Schematic Design and 60% Design development phases of the project. The next step is the Value Engineering Study outlined in this request for proposals. The study must satisfy USDA's infrastructure financing application requirements regarding value engineering studies.

## C. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- RFP Advertised — September 9, 2020
- **Proposal Due Date** — **4:00 pm, September 25, 2020**
- Selection — September 30, 2020
- Award Contract — October 13, 2020
- Commencement of Contract — October 16, 2020

## D. SCOPE OF SERVICES

- Comprise a value analysis team that includes qualified professionals proficient in wastewater treatment design, operations, and construction. This team will work closely

with staff at the City's Public Works department and Murraysmith design staff to develop a final evaluation report.

- Provide a written job plan for the value analysis that includes scope and methodology of the value analysis, schedule, and deliverables.
- Conduct a four-day value analysis workshop/session consisting of an information and function phase, creative phase, evaluation phase, development phase, and closing/presentation phase. The design engineer will present a project overview on the first day of the workshop, be available during the workshop for questions, and be present for the closing phase of recommended concepts from the value analysis team.
- Review the Schematic Design report and appendices including NPDES permit.
- Review 60% design package including drawings, specifications, and Engineer's opinion of probable construction costs (OPCC).
- The team shall provide constructive input and feedback based on the review of materials.
- The Team will:
    - Evaluate process components and recommend cost saving alternatives and/or approaches to achieve similar or better treatment performance.
    - Evaluate or recommend energy efficient options that may provide savings over the lifespan of plant operations.
    - Review operational functionality of the proposed improvements and provide recommendations to improve operational efficiencies.
    - Review constructability and OPCC and provide recommendations related to constructability.
- **Deliverable:** Provide a draft written report of workshop findings and recommendations for review and comment by the City.
- **Deliverable:** Provide final written report that incorporates City comments generated by the draft report. The report must satisfy USDA's infrastructure financing application requirements regarding value engineering studies.

### E. RESOURCES TO BE PROVIDED

The City will make copies available online for download of the 2016 Wastewater Facilities Plan; WWTP 20% Schematic Design Report; WWTP 60% Design Drawings, Specifications, and Opinion of Probable Construction Cost; and the facility's current NPDES permit.

## II. PROPOSAL INSTRUCTIONS

### A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide four (4) hard copies and one (1) digital copy in .PDF format of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Sweet Home WWTP Value Engineering Study". Proposals shall be submitted by **4:00 p.m. on September 25, 2020** to:

Greg Springman
Public Works Director
1400 24th Ave
Sweet Home, OR 97386

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City of Sweet Home assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

## B. INQUIRIES

Questions concerning this RFP should be submitted in writing to:

Greg Springman
Public Works Director
1400 24th Ave
Sweet Home, OR 97386
Email: gspringman@sweethomeor.gov

## C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

## D. PROTESTS

### Protests of Solicitation

Proposers are directed to the protest procedures contained in OAR 137-048-0240. Proposers may submit a written protest of anything contained in an RFP and may request a change to any provision, specification or Contract term contained in an RFP, no later than seven (7) calendar days prior to the date Proposals are due. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or Contract terms.

### Protests of Contract Award

Proposers are directed to the protest procedures contained in OAR 137-048-0240. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the Contracting Agency no later than seven (7) calendar days after the date of the selection notice. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Engineering Services described in the RFP.

## F. PROPOSAL CONTENTS

Proposals shall be limited to 10 pages excluding attachments.

Minimum Qualifications: Proposers must meet the following minimum qualifications to be evaluated.

- A Civil Engineer licensed to work in the State of Oregon.
- Good legal standing.
- Ability to provide the value analysis work needed by the City to the standards required by the City, County and State.
- Demonstrate the ability to furnish insurance coverage as specified in Section 7 of the attached contract form.

Desired Qualifications: Proposers shall demonstrate their ability to undertake the City's WWTP Value Engineering Study by providing the technical qualifications of the Proposer, individual team members and subconsultants, if applicable. The City reserves the right to conduct an independent investigation of the Proposer's technical qualifications by contacting references, accessing public information, or contacting independent parties. Additional information may be requested during the evaluations of technical qualifications. The Proposer shall provide the following sections to demonstrate its technical qualifications:

*Corporate Profile & Legal Qualifications*

- Include the full name, tax identification number, main office address and telephone and facsimile numbers of the Proposer and the principal contact person. This shall include a description of the firm or organization (corporation, partnership, etc.) that will serve as the contracting party.
- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Name and license number of the individual who will serve as the project lead.
- Identify proposed subconsultants, if applicable.
- Demonstrate good legal standing in Oregon and in home state (no bankruptcy in the last 10 years, no fraud, no illegal activities).
- If applicable, identify ownership status and/or employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses.

*Technical Experience & Qualifications*

- A current résumé for the individual who will serve as the project lead, including a description of qualifications, skills, and responsibilities.
- The names of professional persons who will assist the project lead in performing the work and a current résumé for each, including a description of qualifications, skills, responsibilities, professional registrations and certifications, and office location. Professionals with experience in design, operation, and construction of wastewater treatment plants is a high priority.
- Explanation of proposer's facilities and availability of support staff.
- Organizational chart identifying members of the team, including subconsultants, who would be assigned to this project. The chart should clearly delineate roles and responsibilities of the various team members.
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used and proof of adequate professional liability insurance for any subconsultants.
- Description of Proposer's project management techniques.
- Description of Proposer's expertise in the following areas:
  - Value Engineering Analysis;
  - Activated Sludge Wastewater Process Engineering;

    - Mechanical, Civil, Structural, and Electrical Engineering;
    - Wastewater Treatment Plant Operations and Maintenance;
    - Municipal Works Construction.
- Description of similar previous work demonstrating quality of work, ability to meet schedules, cost control and contract administration.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided, if available. (For all references, please include names, phone numbers, and description of work performed.) All proposal packages must include the following information related to the references and qualifications relative to the scope of work associated with this proposal:
    - List of Oregon local government jurisdictions your firm is currently providing wastewater analysis services and/or value analysis services for, or has provided analysis services and/or value analysis services for within the last 5 years.
    - Relevant Project Summary/Profile Sheets completed within the last 5 years. At a minimum, the sheets shall provide a brief description of the project, provide date project was completed, total cost of design, provide date construction was completed (if applicable), and cost of construction (if applicable).
    - Provide a list of staff members on the proposed value analysis team that were involved and the individual roles of team members.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the City. Conflict of interest is defined for purposes of this RFP and any resulting contract as proposer's provision of professional engineering services to any private property owner or developer within the City's jurisdictional boundaries.

### G. PUBLIC RECORDS

All proposals submitted are the property of the City of Sweet Home, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law.

### H. COSTS

Proposers responding to this RFP do so solely at their own expense.

## III. PROPOSAL EVALUATION

### A. EVALUATION CRITERIA

In evaluating the proposal, the City will utilize the requirements outlined in this section to identify the contractor best qualified to perform the services.

<u>Completeness & Responsiveness (all must be yes)</u>

- Timeliness of submittal

- Satisfies minimum qualifications
    - A Civil Engineer licensed to work in the State of Oregon.
    - Good legal standing
    - Ability to provide the value analysis work needed by the City to the standards required by the City, County and State.
    - Documentation of ability to provide required insurances.
- Includes all required sections
    - Corporate profile
    - Technical Experience & Qualifications

Scoring Criteria

Proposals meeting the above Completeness & Responsiveness requirements will be evaluated by the City using the following criteria:

**(30%)** Specialized experience, capabilities and technical competence, which the prospective consultant may demonstrate with the prospective consultant's proposed approach and methodology to meet the project requirements.

**(25%)** Resources committed to perform the services and the proportion of the time that the prospective consultant's staff would spend to perform services for the contracting agency, including time for specialized services, within the applicable time limits.

**(25%)** Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.

**(10%)** Familiarity and availability to the project locale.

**(5%)** Ownership status and employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses.

**(5%)** Proposed project management techniques.

## B. SELECTION

The City is using a qualifications-based selection (QBS) process for engineering contracts in accordance with ORS 279C.110. As a result, selection of the most qualified candidate will be made without regard to the price of the services. Only after selection of the most qualified candidate will the City and selected candidate enter into contract negotiations for the price of the services.

Each member of the evaluation committee shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, results of the evaluation will be posted to the RFP listing on the City website and will be emailed to the primary contact identified in each proposal, and the City will begin negotiating a contract with the highest ranking candidate. The City shall direct negotiations toward obtaining written agreement on the Engineer's performance obligations, a payment methodology that is fair and

reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

Upon reaching agreement, the notice of intent to award will be posted and the contract will be presented to City Council for approval. If City Council approves the award of the contract as presented, then the agreement will be executed.

It is the desire of the City to have a contract in place for WWTP value analysis services no later than October 16, 2020.

## C. CONTRACT

The City desires to enter into a professional services agreement in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer will be expected to sign the attached written agreement, which will incorporate this RFP and awardee's proposal. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, in City's sole discretion.

The City anticipates payment for services in a lump sum, not-to-exceed amount. However, the City will also consider alternative proposals. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations.

The City of Sweet Home is an Equal Opportunity/Affirmative Action Employer.
Women, Minorities and Disabled Persons are encouraged to apply.

This RFP is issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and the City of Sweet Home. Authorized & approved for posting by the City Council and the City Manager. Staff can amend the RFP and contract form to meet the best interests of the City with the approval of the City Manager.

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.

**City of Sweet Home**
**Personal Services Contract for**
**City Engineering Services**

This Contract is by and between the City of Sweet Home ("City") and _____ ("Engineer") for the performance of a Value Engineering Study for the Wastewater Treatment Plant Improvements Project.

## A. RECITALS

City has conducted a formal solicitation for proposals from engineering firms pursuant to Public Contracting law.

Engineer submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified engineer, best suited to meet City's needs pursuant to the RFP criteria.

City has awarded the contract to Engineer.

## B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A – Scope of Work
Exhibit B – Oregon Personal Services Public Contracting Code Requirements
Exhibit C – Request for Proposals
Exhibit D – Engineer's Proposal
Exhibit E – Engineer's Price Proposal

## C. AGREEMENT

### 1. Schedule for Rendering Services

1.1 Commencement. Engineer is authorized to begin rendering services under this contract from the date of its execution.

1.2 Time for Completion. Engineer shall complete its obligations within 45 days of contract execution.

If, through no fault of Engineer, such time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

If City authorizes changes in the scope, extent, or character of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

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If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then City shall be entitled to the recovery of direct damages, if any, resulting from such failure.

**2. Scope of Work**

Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, and as may be described by future addenda to this Contract.

**3. Compensation**

3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in a lump sum amount not to exceed $_____ , in accordance with Exhibit E, Engineer's Price Proposal.

3.2 Invoices. Within 60 days following City acceptance of project deliverables as identified in Exhibits A, C, and D, Engineer shall invoice the City in summary form, itemized by work tasks, for all services performed under this contract. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

**4. Contractor Is an Independent Contractor**

Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work. Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under the Contract and will not have any amounts withheld by City to cover Engineer's tax obligations. Engineer is not eligible for any City fringe benefit plans.

**5. Notices**

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is

generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: Greg Springman, Public Works Director
City of Sweet Home
1400 24th Ave
Sweet Home, OR 97386
Phone: (541) 367-6359
Fax: (541) 367-7592

Engineer: _____

_____

_____

_____

Phone: (_____) _____

Fax: (_____) _____

**6. Indemnification**

Engineer shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Engineer's negligent performance and/or fault of Engineer, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Engineer, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Engineer shall defend City from claims covered under this section at Engineer's sole cost and expense until such time (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence or (2) until City and Engineer mutually agree to allocate the liability.

**7. Insurance Requirements**

7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:

a. Commmercial general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards, if applicable):

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$1,000,000 – each occurrence (bodily injury)
$2,000,000 – general aggregate
$1,000,000 – property damage, contractual, etc.
$2,000,000 – umbrella liability coverage
Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

b. Automobile Liability insurance limit shall not be less than $1,000,000 combined single limit per accident.

c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than $1,000,000 per occurrence.

d. Professional Liability for Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than $2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of five (5) years after final completion.

e. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

7.3 Policies shall provide that City, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.

7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.

7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.

7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.

7.7 Engineer shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Engineer shall furnish City with executed copies of such policies of insurance. Engineer shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

7.8 All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement with the certificate of insurance specifying the City of Sweet Home, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Engineer's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent and attached to Certificate of Insurance.

**8. Workers' Compensation**

8.1 Engineer, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this paragraph.

**9. Hours of Employment**

Engineer shall comply with all applicable state and federal laws regarding employment.

**10. Assignments and Subcontractors**

Engineer may not assign or subcontract any of its responsibilities under this Contract without City's prior written consent. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

**11. Labor and Material**

Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

## 12. Ownership of Work and Documents

All work performed by Engineer and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any materials furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

## 13. Termination for Convenience

13.1 This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Engineer. Upon termination under this paragraph, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Engineer. Pursuant to this paragraph, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Engineer can show good cause beyond its control for the delay.

13.2 City may unilaterally order Engineer to suspend all or part of the services under this Contract. If City suspends certain services under this Contract and later orders Engineer to resume those services, Engineer will be entitled to reimbursements for the costs actually and reasonably incurred, if any, in re-starting the suspended services.

## 14. Termination for Cause

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

14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

14.3 If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

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15. **Termination for Default**

Either City or Engineer may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

**16. Remedies**

In the event of breach of this Contract the parties shall have the following remedies:

16.1 If terminated under paragraph 15 by City due to a breach by Engineer, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.

16.2 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.

16.3 If City breaches this Contract, Engineer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Engineer is entitled.

16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

**17. Nondiscrimination**

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment on the basis of any protected class as defined in ORS279A.112(b).

## 18. Governing Law; Jurisdiction; Venue

This Contract 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 City and Engineer that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ENGINEER BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

## 19. Compliance with Laws and Regulations

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659a.142; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Engineer, its sub-consultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

## 20. Experience, Capabilities and Resources

By execution of this Contract, the Engineer agrees that:

Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.

Engineer has the capabilities and resources necessary to perform the obligations of this Contract.

Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

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## 21. Drawings, Specifications and Other Documents

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

## 22. Errors and Omissions

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its sub-consultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

## 23. Contract Performance

Engineer shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer that has not been cured.

## 24. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City, and City's duly authorized representatives in preparation for and during litigation.

## 25. Representations and Warranties

Engineer represents and warrants to City that (1) Engineer has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms, (3) Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

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## 26. City Obligations

26.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, City shall furnish to Engineer, within fifteen (15) days after receipt of a written request, information necessary and relevant for Engineer to evaluate, give notice of, or enforce lien.

26.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.

26.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, reasonably required by the scope of a project, and agreed to by City.

26.4 City shall furnish all testing as required by law or the contract documents.

26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Engineer has performed requisite project management and oversight duties.

26.6 City shall provide prompt written notice to Engineer if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Engineer's design or performance under the contract.

26.7 City shall pay Engineer in accordance with paragraph 3 and Exhibit E of this Contract, upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.

26.8 City shall report the total amount of all payments to Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

26.9 City shall guarantee access to, and make all provisions for Engineer to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.

26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Engineer to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Agreement price or Agreement time.

## 27. Arbitration

All claims, disputes, and other matters in question between the City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Linn

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County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

A claim by Engineer arising out of, or relating to this Contract must be made in writing and delivered to the City Manager not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Manager within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Manager will be considered by the City Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Engineer may file a written request for arbitration with the City Manager. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and Engineer.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Engineer to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

**28. Attorney Fees**

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Engineer agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

**29. Successors and Assigns**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**30. Limitation of Liabilities**

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

**31. Foreign Contractor**

If Engineer is not domiciled in or registered to do business in the state of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

**32. Confidentiality**

Engineer shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's sub-consultants to maintain the confidentiality of information of City.

**33. Force Majeure**

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

**34. Waivers**

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. City's consent to or approval of any act by Engineer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

**35. Severability**

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

**36. Survival**

All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

**37. Headings**

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

**38. Integration and Modification**

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

**39. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

**40. Certificate of Compliance with Oregon Tax Laws**

By executing this Contract, Engineer certifies under penalty of perjury that Engineer is, to the best of Engineer's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

**41. Time is of the Essence**

Time is of the essence under this Contract.

CITY OF SWEET HOME

By:_____

Name: Ray Towry

Title: City Manager

Date: _____

ENGINEER

By:_____
Authorized Signature

Name: _____

Title: _____

Date: _____

Authorized & Approved by the City Council.
City Manager approves contract.

Approved as to form.

By:_____

Name: Robert Snyder

Title: City Attorney

Date: _____

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## Exhibit A

## Scope of Work

### SERVICES AND RESPONSIBILITY OF ENGINEER

- Comprise a value analysis team that includes qualified professionals proficient in wastewater treatment design, operations, and construction. This team will work closely with staff at the City's Public Works department and Murraysmith design staff to develop a final evaluation report.
- Provide a written job plan for the value analysis that includes scope and methodology of the value analysis, schedule, and deliverables.
- Conduct a four-day value analysis workshop/session consisting of an information and function phase, creative phase, evaluation phase, development phase, and closing/presentation phase. The design engineer will present a project overview on the first day of the workshop, be available during the workshop for questions, and be present for the closing phase of recommended concepts from the value analysis team.
- Review the Schematic Design report and appendices including NPDES permit.
- Review 60% design package including drawings, specifications, and Engineer's opinion of probable construction costs (OPCC).
- The team shall provide constructive input and feedback based on the review of materials.
- The Team will:
    - Evaluate process components and recommend cost saving alternatives and/or approaches to achieve similar or better treatment performance.
    - Evaluate or recommend energy efficient options that may provide savings over the lifespan of plant operations.
    - Review operational functionality of the proposed improvements and provide recommendations to improve operational efficiencies.
    - Review constructability and OPCC and provide recommendations related to constructability.
- **Deliverable:** Provide a draft written report of workshop findings and recommendations for review and comment by the City.
- **Deliverable:** Provide final written report that incorporates City comments generated by the draft report. The report must satisfy USDA's infrastructure financing application requirements regarding value engineering studies.

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## Exhibit B

## Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

(1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract.

(3) Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

(4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

(5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(7) Consultant shall pay Consultant's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(8) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(9) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

(12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Consultant certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

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## Exhibit C

## Request for Proposals

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**Exhibit D**

**Engineer's Proposal**

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## Exhibit E

## Engineer's Schedule of Rates and Charges

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# REQUEST FOR COUNCIL ACTION

| | |
|---|---|
| **Title:** | Request for Council Action – Ordinance No. 11 for 2020 |
| **Preferred Agenda:** | July 28, 2020 Public Hearing, Introduction & First Reading<br>August 11, 2020 Continuation of Public Hearing & First Reading<br>August 25, 2020 Second Reading<br>September 8, 2020 Third Reading & Decision (canceled)<br>September 22, 2020 Third Reading & Decision |
| **Submitted By:** | Angela Clegg, Associate Planner |
| **Reviewed By:** | R. Towry, City Manager |
| **Type of Action:** | Resolution ____ Motion _X_ Roll Call __X__ Other _X_ |
| **Relevant Code/Policy:** | SHMC 2.04.030 Powers of the City Council |
| **Towards Council Goal:** | Vision Statement, Aspiration I: Desirable Community, Mission Statement |
| **Attachments:** | Planning Commission Order of Approval<br>July 6, 2020 Planning Commission Meeting Minutes<br>Ordinance No. 11 for 2020<br>Original Application |

**Purpose of this RCA:**

To approve the Zone Map Amendment Application ZMA20-02.

**Background/Context:**

The applicant is proposing to change the Zoning Map in an area consisting of approximately 26,552 square feet (0.61 acre) located on the Linn County Assessor's Map 32CA, tax lots 4735 and 4700, Sweet Home, OR 97386. The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential Medium Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation.

The Sweet Home Planning Commission held a public hearing on July 6, 2020. At the hearing the Planning Commission reviewed application ZMA20-02. The Planning Commission received testimony and deliberated on this matter at their July 6, 2020 meeting and passed a motion to recommend approval of the application to City Council. That motion of approval specified a 12-day appeal period from the date the decision motion is mailed. No specific conditions of approval were required.

**The Challenge/Problem:**

Should the zoning map be changed to allow Medium Residential (R3) activity on the property in question, rather than the current Low Density (R1) designation.

**Stakeholders:**

- The Owner/Developer would be able to develop the property as they have proposed.
- The residents in the surrounding area would benefit from the vacant property being cleared and developed.
- The City of Sweet Home would gain revenue from the development.

**Issues and Financial Impacts:**

1. Applicant –be able to develop the property cost effectively
2. Planning and Community Development – processing the applications and permits

**Elements of a Stable Solution:**

The proposed zone change will allow the owner to affordably develop the property.

**Options:**

1. *Do Nothing*.
2. *Deny Application* Staff would prepare and Order of Denial for Application ZMA20-02.
3. *Approve Ordinance No. 11 for 2020 as presented – Ordinance No. 11 for 2020 – An Ordinance Amending the Official Zoning Map.*
4. *Recommend different zone amendment.* Council could review these proposed changes and recommend different zone amendments. Staff would take these recommendations and revise the proposed application for review at a future Council meeting.

**Recommendation:**

Staff Recommends Option 3 - Approve *Ordinance No. 11 for 2020 – Ordinance No. 1291 - An Ordinance Amending the Official Zoning Map.*

ORDINANCE BILL NO. 11 FOR 2020

ORDINANCE NO.1291

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP

WHEREAS, the applicant, Jim Bradford, applied for a Zone Change, application ZMA20-02, and requested a zone map change for an area consisting of 0.61 acres located at the south end of 23rd Avenue, approximately 100 feet south of Ironwood Street, Sweet Home, OR 97386. The Sweet Home Zoning Map is proposed to change from the Residential Low Density Residential (R-1) Zone to the Residential Medium Density (R-3) Zone. The subject property is identified on the Linn County Assessor's Map as 13S01E32CA Tax Lots 4700 and 4735. The applicant has requested a property line adjustment between two lots. Application PLA20-02 was filed simultaneously as the Zone Map Amendment application. The property Line Adjustment application is a Type I, Administrative Decision application. The proposal would transfer approximately 14,189 square feet (0.33 of an acre) from Parcel 1 to Parcel 2 and transfer approximately 12,363 square feet (0.28 of an acre) from Parcel 2 to Parcel 1. There will be no net gain. Parcel 1 and Parcel 2 would be combined to form one parcel. The properties are currently in the Residential Low Density (R-1) Zone.; and

WHEREAS, the Planning Commission of the City of Sweet Home held a public hearing on July 6, 2020 with due notice of such public hearing having been given and provided an opportunity for public comments and testimony. The Planning Commission deliberated at their July 6, 2020 meeting, and recommended that the City Council approve application ZMA20-02; and

WHEREAS, the City Council held a public hearing on this matter on July 28, 2020, with due notice of such public hearing having been given and provided an opportunity for public comments and testimony. The City Council approved this application by motion at their July 28, 2020 meeting; and

WHEREAS, the proposed R-3 zoning is needed to facilitate development of the subject property;

Now, Therefore,

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1: The City of Sweet Home adopts the findings of fact in support of zone change application ZMA20-02 included as Exhibit A.

Section 2: The City of Sweet Home amends the Official Zoning Map, identified in SHMC 17.20.020 as the City Zoning Map including all subsequent amendments, for the an area consisting of 0.61 acres located at the south end of 23rd Avenue, approximately 100 feet south of Ironwood Street, Sweet Home, OR 97386.; and identified on the Linn County Assessor's Map as 13S01E32CA Tax Lots 4700 and 4735. The Official Zoning Map shall be amended from the Residential Low Density (R-1) Zone to the Residential Medium Density (R-3) Zone for the subject property as shown on Exhibit B.

Passed by the Council and approved by the Mayor this 22nd day of September, 2020.

_____

Mayor

ATTEST:

_____

City Manager - Ex Officio City Recorder

Findings of Fact in Support of Zone Change Application ZMA20-02

**Exhibit A to Order of Approval for ZMA20-02**

The review and decision criteria for a zone change are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

**A. An amendment to the official zoning or comprehensive plan map may be authorized provided that the proposal satisfied all relevant requirements of this title and also provided that the applicant demonstrates the following:** [SHMC 17.12.010]

**1. The proposed amendment is consistent with the goals and policies of the comprehensive plan;** [SHMC 17.12.025(A)]

**a. The Zoning Code implements the Comprehensive Plan by providing specific development guidelines for each Land Use Designation. The general nature of each Comprehensive Plan Land Use Designation will guide the uses and standards for the corresponding zone in the Zoning Code.** [Sweet Home Comprehensive Plan, Chapter 2 Text]

**b. The Comprehensive Plan Map graphically portrays Sweet Home's land use pattern as recommended by Comprehensive Plan policy. Each designation has a different symbol or color. The land use map portrays the long-range vision of land use patterns in Sweet Home.** [Sweet Home Comprehensive Plan, Chapter 2, Comprehensive Plan Map Policies, Policy 1]

**c. Zoning Codes. The Zoning Codes regulate the use of land on a comprehensive basis. More specifically, the Zoning Codes divide the community into residential, commercial, industrial, and other use zones based on the Comprehensive Plan. Each zone has standards and regulations that determine the allowed uses on that land and the standards to which structures must conform, such as building height, yard setbacks, and lot size. The Codes consists of text, found in Title 17 of the Sweet Home Municipal Codes, and an official Zoning Map.**

**The Zoning Codes fulfill two major roles. First, zoning promotes the public health, safety, and welfare of Sweet Home. Secondly, the Zoning Codes implement the Comprehensive Plan. Oregon Revised Statute 197.175 states that cities will:**

- **Prepare, adopt, amend, and revise comprehensive plans in compliance with Statewide Planning Goals; and**
- **Enact land use regulations to implement their comprehensive plan.**

**In a broad sense, zoning encourages the orderly development of the community and implements the Comprehensive Plan. Zoning can only partially relate to the long-term aspects of the plan because as a regulatory tool, it must relate to the current conditions within the City of Sweet Home.**

**The Comprehensive Plan provides a general and long-range policy for the City while the Zoning Codes serve as a legal ordinance with binding provisions on land development. The various zones have specific boundaries and when drafting the Zoning Ordinance, the City considers how each land parcel will be affected.**

**Zoning Code provisions and the Zoning Map can be amended. Amendments shall be consistent with the Comprehensive Plan. If proposed amendments to the Zoning Codes do not comply with the Comprehensive Plan, the Comprehensive Plan must also be amended so that the two documents correspond.** [Sweet Home Comprehensive Plan, Chapter 2, Comprehensive Plan Map Policies, Chapter 8: Plan Management]

d. **Updating the plan: Making the Comprehensive Plan a basic part of the community's planning process an ongoing active function of City government will keep the Plan as a viable and useable policy document. The Comprehensive Plan needs to be updated occasionally for the following reasons:** [Sweet Home Comprehensive Plan, Chapter 8: Plan Management]

    i. **To accurately reflect changes in the community.**

    ii. **To ensure integration with other policies, Zoning Codes, and Subdivision Codes.**

e. **Changes to the Plan Shall be made by ordinance after public hearings.** [Sweet Home Comprehensive Plan, Chapter 2, Plan Amendment Policies, Policy 2]

f. **Changes in the Plan shall be incorporated directly into the document at the appropriate place. A list of all amendments with date of passage should be a part of the document.** [Sweet Home Comprehensive Plan, Chapter 2, Plan Amendment Policies, Policy 3]

g. **Property Owners, their authorized agents, or the City Council may initiate a Comprehensive Plan amendment. In order to obtain a Comprehensive Plan amendment, the applicants have the burden of proof that all of the following conditions exist.** [Sweet Home Comprehensive Plan, Chapter 2, Plan Amendment Policies, Policy 5]

    i. **There is a need for the proposed change;**

    ii. **The identified need can best be served by granting the change requested;**

    iii. **The proposed change complies with the Statewide Planning Goals; and,**

    iv. **The proposed change complies with all other elements of the City's Comprehensive Plan.**

h. **Highway Commercial: To provide suitable and desirable commercial areas along the highway intended to meet the business needs of the community.** [Sweet Home Comprehensive Plan Land Designations for Economic Development, Table 11]

i. **High Density Residential: To provide areas suitable and desirable for higher density residential development, and particularly for apartments, manufactured home parks, other residential uses, and appropriate community facilities.** [Sweet Home Comprehensive Plan Map Residential Land Designations, Table 7]

Staff Findings: The applicant is proposing to change the Zoning Map of an approximately 26,552 square feet (0.61 acre) property identified on the Linn County Assessor's Map as 13S01E32CA Tax Lots 04735 and 04700 (Attachment A). The applicant has proposed a change in zoning from Residential Low Density (R-1) to Residential Medium Density (R-3).

Based on the Linn County 2017 aerial photograph, the area is surrounded by Low Density and High Density Residential dwellings. The applicant states a desire to develop a multi-family dwelling on the subject property.

Based on the findings above the proposed zoning plan designation would be consistent with the Sweet Home Comprehensive Plan.

The application complies with this criterion.

2. **The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment;** [SHMC 17.12.025(B)]

Staff Findings: The applicant states that the proposed zoning map amendment would be consistent with the pattern of development in the area, based on the 2017 Linn County aerial photograph Staff finds that the subject property is surrounded by Low Density and High Density Residential dwellings.

The application complies with this criterion.

3. **Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and** [SHMC 17.12.025(C)]

Staff Findings: Water and sanitary sewer services are available at 23rd Avenue and Mountain View Road. The subject property has frontage along 23rd Avenue. Based on the applicant's statements the subject property is anticipated to be developed with a multi-family dwelling in the future. Staff finds that utilities and services are efficiently provided to serve the proposed use of a multi-family dwelling or other potential uses in the proposed zoning district.

The application complies with this criterion.

4. **The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals.** [SHMC 17.12.025(D)]

Staff Findings: The applicant is not proposing an amendment to the comprehensive plan map.

5. **OAR 660-012-0060(1). If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:**
    a. **Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**
    b. **Change standards implementing a functional classification system; or**
    c. **Result in any of the effects listed in paragraphs (a) through (c) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.**
        i. **Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**
        ii. **Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or**

**iii. Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.** [OAR 660-012-0060(1)]

Staff Findings: The subject property has existing frontage along 23rd Avenue. 23rd Avenue is identified as a local street in the Sweet Home Transportation System Plan; Figure 2.2. The applicant has proposed a change in zoning from the Residential Low Density (R-1) to the Residential Medium Density (R-3) zone. The proposed use would be consistent with the Comprehensive Plan Map designation. Based on these findings, staff concludes that the proposed zone change would not significantly affect the existing transportation infrastructure in the neighborhood and is consistent with the Sweet Home Transportation System Plan.

The application complies with this criterion.

ORDINANCE NO. 11 FOR 2020 , EXHIBIT B




N

1 inch = 85 feet

**Subject Property Map**
**PLA20-02 and ZMA20-02** 2020-09-22 City Council Meeting Packet pg. 154
**13S01E32CA, Lots 4735 & 4700**

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

# Sweet Home Public Library

## *Statistics*

| | July, 2020 | August, 2020 | 2020 YTD | 2019 | 3 YR AVG |
|---|---|---|---|---|---|
| **Patron Activity** | | | | | |
| OPAC Logins* | 139 | 155 | 970 | 3229 | 2808 |
| SIP2 Logins** | 633 | 628 | 3751 | 5069 | 4703 |
| | | | | | |
| **Circulation and Renewals** | | | | | |
| Checkouts | 2640 | 2189 | 8916 | 41328 | 41687 |
| Renewals by Staff | 315 | 387 | 947 | 5581 | 7469 |
| Renewals by OPAC | 81 | 99 | 313 | 2973 | 2824 |
| | | | | | |
| **Holds Requested** | | | | | |
| Holds by Staff | 98 | 113 | 510 | 1629 | 1546 |
| Holds by OPAC | 60 | 59 | 729 | 1720 | 1547 |
| | | | | | |
| **Monthly Active Patrons** | 2128 | 2076 | 2210 | 2375 | 2431 |
| | | | | | |
| **New Patrons** | | | | | |
| Resident | 7 | 18 | 37 | 409 | 465 |
| Nonresident | 1 | 4 | 5 | 71 | 54 |
| | | | | | |
| **Item Counts** | 35928 | 36032 | 35771 | 35973 | 35348 |
| | | | | | |
| **Public Access Computers** | | | | | |
| Logins | 208 | 207 | 1639 | 5425 | 5256 |
| Pages Printed | 423 | 647 | 2633 | 10636 | 5075 |
| | | | | | |
| **Resource Sharing Savings** | $16.00 | $16.00 | $2478.31 | $35213.57 | Not available |

Statistics for “Monthly Active Patrons” and “Item Counts” for 2020 and 2019 year to date statics are calculated on averages. All other year to date statistics are cumulative.

# *Events*

The Library and 4-H submitted a grant to Linn County for the ***Linn County Youth Activities*** grant. This grant will provide:

- Homework assistance and tutoring through Oregon State University, Department of Education
- Program enrichment through 4-H, Outdoor School and SHOCASE
- Physical activity through 4-H
- Emotional support through counselors at Oregon State University

This program will be offered in the month of September through December at the Sweet Home Community Center. The total of the grant was $63,796.00.

The Library handed out books to children at the “Movies in the Parking Lot”.

Local businesses helped distribute coloring sheets that children brought back to the Library for a prize. The coloring sheets are displayed in the Children’s area.

We had patrons sign up to read and participate in the One Book, One Community program.

The Library distributed the final summer reading packet from the Museum of Natural and Cultural History; the Museum’s program of “Engineer It!” was the only online program we offered this summer. To go along with the theme, staff created a manipulative for toddlers and preschoolers that was mailed to families.

We are finalizing the purchases of the angle iron supports for the Storybook Walk.

# MEMORANDUM

TO: City Council
Ray Towry, City Manager
Interested Parties
FROM: Blair Larsen, Community and Economic Dev. Director
DATE: September 8, 2020
SUBJECT: Community and Economic Development Department Report for August, 2020

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 August 1st, to August 30th, 2020.

## 1. BUILDING

- Summary of Building Program Permits Issued.

| Permit Category | August, 2020 | July, 2020 | 2020 YTD | 2019 Total | 2015-2019 Annual Average |
|---|---|---|---|---|---|
| Residential 1 and 2 Family Dwellings | 1 | 1 | 13 | 31 | 33.2 |
| Residential Demolition | 0 | 0 | 5 | 8 | 7.2 |
| Residential Manufactured Dwellings | 0 | 0 | 5 | 17 | 13.6 |
| Residential Mechanical Permits | 10 | 15 | 70 | 116 | 100.8 |
| Residential Plumbing | 3 | 2 | 14 | 38 | 35 |
| Residential Site Development | 0 | 0 | 0 | 1 | 1.6 |
| Residential Structural | 10 | 2 | 40 | 54 | 41.8 |
| Commercial Alarm or Suppression Systems | 0 | 0 | 1 | 2 | 1.0 |
| Commercial Demolition | 0 | 0 | 1 | 3 | 2.4 |
| Commercial Mechanical | 2 | 2 | 12 | 18 | 14.6 |
| Commercial Plumbing | 0 | 0 | 5 | 15 | 11.6 |
| Commercial Site Development | 0 | 0 | 1 | 0 | 2.8 |
| Commercial Structural | 4 | 2 | 16 | 50 | 44.0 |
| **Total Permits** | **24** | **24** | **183** | **353** | **309.6** |
| **Value Estimate of All Permits** | **$513,361.22** | **$682,691.91** | **$5,652,961.81** | **$24,458,766.87** | **$14,266,780.27** |
| **Fees Collected** | **$10,521.32** | **$9,065.73** | **$89,953.98** | **$298,099.90** | **$201,486.98** |

## 2. PLANNING

- Summary of Planning Division Applications Approved:

| Application Type | August, 2020 | July, 2020 | 2020 YTD | 2019 Total | 2015-2019 Annual Average |
|---|---|---|---|---|---|
| Code Amendments | 0 | 0 | 1 | 1 | 0.2 |
| Conditional Use | 1 | 0 | 3 | 7 | 5.2 |
| Partition | 0 | 1 | 6 | 10 | 4.2 |
| Planned Development/Subdivision | 0 | 0 | 0 | 1 | 0.6 |
| Property Line Adjustments | 0 | 5 | 10 | 7 | 3.4 |
| Vacation | 0 | 0 | 0 | 0 | 0.4 |
| Variance | 0 | 0 | 1 | 6 | 4.0 |
| Zoning Map Amendment | 0 | 0 | 3 | 0 | 0.6 |

- 5 land use applications were submitted in July.
- 8 Land Use Applications are pending final approval.
- 4 Fence Permits were issued in August, 2020.
- The overhaul of development code portions of the Sweet Home Municipal Code (SHMC) is progressing as planned. Staff has reviewed early drafts, and our consultants are preparing the next draft, which will then be presented to the Planning Commission.
- Staff has submitted a grant application to the State to update our Transportation System Plan. An RCA requesting adoption of a resolution and support letter in favor of the application was passed by the Council on July 14th. We are still waiting for a response from the State.
- The next planning commission meeting is scheduled for September 21, 2020. Planning Commission training sessions will not be held until normal, in-person meetings can resume.

## 3. ECONOMIC DEVELOPMENT

- Economic Development Workshop: Thank you for your participation in our Economic Development Priorities questionnaire. It is clear from the results that improvements to our Downtown, the CEIP Program, Business Incentives, Marketing, and a Healthcare Facility are important to you. We are planning additional workshops to flesh out these priorities. Developments in these areas include:
    - Downtown: Staff is working on options to address Vacant Buildings, either through an incentivized voluntary program or an ordinance. This will be a topic for future workshops.
    - Business Registry: COVID has shown that information about and coordination with our businesses is extremely important. Many communities accomplish this through a business license of some kind. Staff is developing options for a business registry, likely in the form of an ordinance, that would address this need. This is something that communities throughout our region are beginning to address.
    - Streetscape: Staff has drafted a Downtown Streetscape and Parking Plan Request for Proposals that we will soon distribute. We hope to have consultants on board by the end of the year.

    - CEIP: Staff has begun amending the CEIP documents to increase the funding cap, and limit the eligible properties to the Downtown and Gateway areas. We expect to bring the amended program documents to you within a month.
    - Business Incentives: Staff has begun researching potential business incentives for new businesses or existing businesses that expand. Possibilities so far include planning and building permit fee waivers (especially Downtown), and City property tax rebates. After more research, we will bring options to you in a future workshop.
- Staff are working to support our local businesses during the Coronavirus Pandemic. Efforts have focused on making sure that businesses know of state and federal programs that can help them and researching how we can fill in the gaps. Staff have applied for grants with the State of Oregon and Federal Government for additional small business assistance grants. We have received three grants:
    - One is $25,000 from the State (matched by $25,000 from the City Economic Development Fund; We originally applied for $50,000) for small business grants within the City of Sweet Home. We have given out 6 grants so far. This is a disappointingly small amount, and we are looking at ways to increase awareness of the problem. However, other jurisdictions are having the same problem, and many are concerned that the State requirements are too stringent. They have begun lobbying the State to loosen up the requirements.
    - The second grant is $150,000 in CDBG funds for a County-wide (excluding the City of Albany) business assistance grant program that will be administered by Community Lending Works. This grant should be off the ground and running any day now.
    - The third grant will be $50,000 for emergency childcare to be provided by the Boys & Girls Clubs of the Greater Santiam. We expect this grant to be funded any day now.
- Work on a property partition and right-of-way width change for 24th Ave is progressing. This is part of a comprehensive 24th Avenue Corridor Improvement Project. Staff is now finalizing the agreement with the adjacent property owners and working on a Request for Council Action to approve the partition application and adopt a resolution to swap the land, however, the project has been stalled due to the other party's concerns about liability for any additional environmental cleanup. Staff has contacted Weyerhaeuser about the issue, and they are now back on track working toward a No Further Action designation for the property. Weyerhaeuser has provided a timeline for the remaining work, and we expect to have a No Further Action designation within the next month. At that point, the adjacent property owners will conduct their own legal review, and agree to move forward with the swap.
- Staff has submitted an application to ODOT for a Rail Crossing at 24th Avenue. Meetings with Albany & Eastern Railroad have been positive, and they have provided a letter of support that was included with the application. Linn County has provided a letter of support committing to additional ROW dedication and agreeing to the crossing.
- Linn County had expressed an interest in transferring the old Weyerhaeuser mill site to the City, with payment delayed until development begins, however the offer that they eventually sent us was merely a one-year marketing agreement that changes very little. The remaining cleanup looks positive, and it is possible that it could be completed soon, however, some pollutants will be left in place, and would require a management plan that ensures that the ponds and the associated sediment are not disturbed. Staff has stayed in contact with DEQ regarding the cleanup efforts. We are continuing to see action from the County and resolve the issues surrounding the property that prevent its redevelopment.

## 4. CODE ENFORCEMENT

- Summary of Actions.
    - CE currently has 28 open cases.

| Case Status | August, 2020 | July, 2020 | 2020 YTD | 2019 Total | 2018-2019 Annual Average |
|---|---|---|---|---|---|
| New Complaints | 3 | 2 | 2 | 0 | 0 |
| In Progress—Investigating | 2 | 6 | 11 | 0 | 0 |
| Notice Issued | 5 | 8 | 12 | 1 | 1 |
| Pending Citation | 0 | 0 | 3 | 0 | 0 |
| Citations | 0 | 0 | 1 | 0 | 0 |
| Pending Abatement | 0 | 0 | 0 | 2 | 2 |
| Complaints Noted with No Violation Found | 1 | 0 | 3 | 37 | 29 |
| Violations Resolved | 17 | 13 | 270 | 481 | 392 |
| **Enforcement Type** | **August, 2020** | **July, 2020** | **2020 YTD** | **2019 Total** | **2018-2019 Annual Average** |
| Abandoned Vehicle | 0 | 0 | 2 | 5 | 4 |
| Animal | 3 | 2 | 20 | 63 | 51 |
| Blight | 0 | 0 | 1 | 2 | 1 |
| Public Right-of-way | 0 | 0 | 13 | 36 | 18 |
| Graffiti | 0 | 0 | 1 | 1 | 1 |
| Illegal Burn | 0 | 0 | 0 | 1 | 3 |
| Illegal Dumping | 0 | 0 | 0 | 0 | 1 |
| Illegal Parking | 0 | 4 | 18 | 4 | 2 |
| Illegal Sign | 0 | 0 | 0 | 2 | 2 |
| Junk Vehicle | 0 | 0 | 1 | 11 | 8 |
| Minimum Housing | 0 | 0 | 0 | 8 | 4.5 |
| Occupying an RV | 1 | 1 | 31 | 59 | 46 |
| Open Storage | 0 | 0 | 28 | 91 | 77 |
| Other | 1 | 1 | 4 | 18 | 32.5 |
| Public Nuisance | 3 | 4 | 44 | 56 | 37 |
| Tall Grass & Weeds | 20 | 17 | 132 | 161 | 132.5 |
| Vacant Lot | 0 | 0 | 0 | 0 | 0.5 |

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.

As mentioned last month, Tommy Mull resigned his position effective August 15th. Ethan Rowe is our new Code Enforcement Officer. He was able to spend some time with Mr. Mull on his first couple of days and has since hit the ground running.

## 5. PARKS

- The Park and Tree Committee will meet next on October 21st, 2020.
- Construction of Sankey Park Improvements is continuing. Excavating for the path base, and water, power and control lines has begun. Construction on the play structures has been completed. A contract for concrete surfacing has been approved, and a contract for asphalt surfacing will be finalized soon. Lighting units have been received. We are currently waiting for the concrete contractor's schedule to free up so that they can begin work.
- Harvest Festival planning is in full swing. The next meeting is scheduled for September 16th. The Harvest Festival will take place on Saturday, October 3rd. This year, we will of course be taking the necessary COVID-19 precautions. In addition to the Harvest Festival, two additional events will take place at the same time—a chili cook-off hosted by a local motorcycle group, the Road Maggots, as well as a cornhole tournament put on by the Linn County Cornholers. There will be fencing separating the three events, and we will be tracking attendance (each event is limited to 250 people, maximum), but the public will be permitted to move from event to event, provided there are not too many people in each event. **We encourage the Council to participate in the Harvest Festival this year. In particular, we are in need of judges for the chili-cook off and pie baking context.**
- COVID-19 necessitated that Movies in the Park become Movies in the Parking Lot (behind City Hall). Our two movies were held successfully, and we had fair attendance for both events.

## 6. OTHER PROJECTS

- Staff has worked with the School District to submit two Safe Routes to Schools grant applications to ODOT for a pedestrian beacon on Hwy 228 at 2nd Avenue, and Sidewalks on Mountain View Road and 18th Avenue related to the Junior High School improvements.
- Preliminary work on the 18th Ave & Willow St Neighborhood Water LID (Proposed) continues. Staff is working on the LID scope, costs, and allocation to individual lots for the water system, and is working on estimates for street improvements. Staff is also researching the possibility and effect of adding adjacent county-owned land to the LID in order to spread out the costs over a larger area, and Staff is still attempting to begin negotiations with the County on this issue.
- The Council has authorized ownership of the sculpture in the ODOT right-of-way near the East Linn Museum, and we have received a proposed Intergovernmental Agreement from ODOT. Staff is reviewing the proposal, and will soon bring it before you with recommended actions.
- Discussions with ODOT regarding improvements at 22nd Ave & Main St. has stalled. Multiple options are available, including lighting, location, median refuge, RRFB pedestrian lights, etc., however, affordable options, are limited.
- The property line adjustment for the east property line at the NCH is still pending. The Council has approved an agreement with the adjacent owner, a survey has been completed, and recording of the transaction is pending. All that remains is approval by the adjacent property owner's mortgage holder.
- The ODOT Foster Lake Sidewalk Project: Budgetary constraints have required that the project be limited to one side (the north) of US 20. The new scope also removes the section underneath the railroad bridge, and calls for a soft-surface path in that location to be constructed by the City. Construction has been delayed until 2022. ODOT, the City, and the School District, are working toward an agreement for construction of drainage facilities on some School District-owned property that will decrease the need for ODOT to acquire additional land for the right-of-way.
- The CEDD systems analysis is ongoing. This project will "map" out all department processes so that efficiencies can be identified, delays can be removed, and operations can be made easier for both customers and staff. These process maps will be documented for staff continuity and to share with other departments.

# MEMORANDUM

TO: Ray Towry, City Manager
FROM: Greg Springman, Public Works Director
DATE: September 1, 2020
SUBJECT: Public Works Activities Report August 2020

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 | August, 2020 | July, 2020 | 2020 YTD | 2019 | 2 Yr Ave* |
|---|---|---|---|---|---|
| Bathrooms/Garbage | 58 | 50 | 420 | 742 | 524 |
| Catch Basin Inspection/cleaning | 27 | 0 | 31 | 31 | 268 |
| Leaf Collection | 0 | 0 | 0 | 223 | 202 |
| Hydrant Flushing | 0 | 35 | 108 | 303 | 236 |
| Locates | 39 | 47 | 379 | 448 | 281 |
| Meter Re-Read | 105 | 95 | 531 | 441 | 317 |
| Mowing | 7 | 23 | 74 | 129 | 114 |
| Playground EQ Inspection | 0 | 0 | 19 | 98 | 73 |
| Pothole Repair | 7 | 11 | 510 | 609 | 406 |
| Sewer CCTV Miles | 0 | 0 | 5.43 | 1.59 | 0.99 |
| Street Sweeping Miles | 224 | 2 | 1692 | 4142 | 3540 |
| Water Main Repair | 2 | 0 | 4 | 15 | 17 |
| Water Service Repair | 3 | 1 | 16 | 31 | 22 |
| Water Turn Ons/Offs | 61 | 55 | 683 | 1040 | 779 |
| **Total Completed Word Orders** | **790** | **522** | **5066** | **8571** | **6242** |

*** Not full 2 year average as 2018 is partial year**

**WWTP and WTP Key Performance Indicators (KPIs)**

| | July, 2020 | June, 2020 | 2020 YTD | 2019 | 5 Yr Ave |
|---|---|---|---|---|---|
| **Potable** | | | | | |
| MG Treated | 32.76 | 25.07 | 213.04 | 444.48 | 434.89 |
| Backwash Water in MG | 1.05 | 0.84 | 8.28 | 22.90 | 13.50 |
| Ave daily demand in MG | 1.06 | 0.84 | 1.01 | 1.21 | 1.17 |
| **Sanitary** | | | | | |
| MG Treated | 27.31 | 40.82 | 384.53 | 547.14 | 559.36 |
| Max Daily Flow in MG | 1.23 | 2.02 | 5.11 | 7.30 | 6.02 |
| Average Flow in MG | 0.88 | 1.36 | 1.81 | 1.50 | 1.53 |
| Solids Inventory lbs | 21196 | 16205 | 25007 | ND | ND |

* MG is Million Gallons

** ND is No Data

Notes: No violations for July 2020

**Current & Upcoming Projects**

Treatment Facilities Request for Proposal for Contract Operations

**Scope:** City staff prepared a formal request for proposal for contract operation services for the water and wastewater treatment facilities. This RFP has been published, responses have been graded and notice of evaluation of results published August 3, 2020. Staff commenced negotiations on August 4, 2020.

**Status:** Moving forward with negotiations with Inframark

Engineer of Record

**Scope:** City staff prepared a formal request for proposal for an Engineer of Record. This RFP was published and closed on Friday, June 26, 2020. Staff received 5 responses, with evaluations completed by staff in July, 2020, and is currently in negotiations.

**Status:** Contract has been awarded to West Yost

Wastewater Treatment Plant Improvement Project

**Scope:** Upgrades to equipment & processes for DEQ Compliance

**Status:** Project on schedule. WWTP Final design commenced in August, 2019. In September 2019, staff met with Architect designing the WWTP Admin building to discuss building layout, vision for the structure and project schedule. WWTP Improvement Project is at the 60% design completion. Currently in progress from Value Engineering report RFP

## Water Loss

**Scope:** Staff will continue to identify water leaks throughout the 54 miles of water distribution system.

**Status:** PW staff submitted updated Water Loss Charts to Council in August, 2020, projecting current water loss at 15%, down from 45% water loss in 2019.

## Radar Speed Signs

**Scope:** Purchase 6 radar speed signs throughout the community.

**Status:** Staff ordered 6 radar speed signs. Installed two signs, one on 1st Avenue, second on Airport Road. Permits applications has been submitted to ODOT for multiple location along State Highway 20 and Highway 228. Currently waiting on ODOT.

## Sankey Park Improvements

**Scope:** Install new paths, lighting, and playground equipment.

**Status:** Staff specified all materials for project and set budget, project to commence February 2020. Playground equipment installation was completed week of June 29, 2020. Concrete sidewalks/paths will commence in August 2020.

## 2020 Overlay Project

**Scope:** 2" pavement overlay on Juniper St., 32nd Ct., 45th Ave., and 46th Ave. at Main St.

**Status:** Project on hold until FY 20/21. Funds carried over to 20/21 FY Budget.

## Water Distribution System Evaluation – Murraysmith

**Scope:** Murraysmith will perform a hydraulic water model of the water distribution system to pinpoint operations deficiencies and develop a plan to mitigate water system deficiencies.

**Status:** City staff purchased water modeling software, which Murraysmith to hydraulically model the water distribution system. Project currently in progress awaiting results.

## System Development Charges (SDCs) – Murraysmith

**Scope:** Provide an update to the current water and sewer system development charges (SDCs) and establish new transportation, parks, and stormwater SDCs based on current capital improvement plans. Council Workshop presentation took place on July 28, 2020.

**Status:** Actively in progress. Council requested comparisons SDCs rates from other Cities.

## Backwash Pump Evaluation – West Yost

**Scope:** Evaluate feasibility of adding a backwash pump and using clearwell for filter backwashes and the corresponding effects on the distribution system and treatment.

**Status:** Waiting on Water Distribution System Evaluation

## Finished Water Pump 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 Pump.

**Status:** Waiting on new Engineer of record to design project

## WTP Disinfection Evaluation – Murraysmith

**Scope:** Murraysmith will perform a hydraulic water model of the water distribution system to pinpoint operations deficiencies and develop a plan to mitigate water system deficiencies.

**Status:** Staff procured equipment, Public Works staff to complete installation.

**City of Sweet Home**
3225 Main Street
Sweet Home, OR 97386
541-367-5128
Fax 541-367-1215
www.sweethomeor.gov

# Finance Department

To: City Council
Ray Towry, City Manager

From: Brandon Neish, Finance Director

Subject: Finance Department Monthly Report – August 2020

The Finance Department is responsible for the for the fiscal management of the City of Sweet Home. This includes accounts payable, payroll, general accounting, preparing the annual budget and the city's annual audit. This department also administers the city's assessment docket, coordinates employee's benefits and maintains financial records relating to grants and contracts. The following information represents the department's activities during the month of ***August 2020***.

| | August 2020 | July 2020 | YTD | August 2019 | Prior Five-Year Average |
|---|---|---|---|---|---|
| **Accounts Payable** | | | | | |
| Chks printed | 98 | 166 | 166 | 202 | 374 |
| Exp. Total | $426,784.82 | $733,730.16 | $1,160,514.98 | $553,913.37 | $313,817.77 |
| **Passports** | | | | | |
| Processed | 7 | 0 | 0 | 16 | N/A |
| Photos taken | 8 | 0 | 0 | 16 | N/A |
| **Lien Searches** | 62 | 45 | 107 | 48 | 69 |

| | August 2020 | July 2020 | YTD | August 2019 | Prior Five-Year Average |
|---|---|---|---|---|---|
| **Utility Billing** | | | | | |
| Service requests | 223 | 195 | 418 | 254 | N/A |
| New accounts | 21 | 13 | 34 | 19 | N/A |
| Net account changes | +3 | +/- 0 | +3 | +7 | N/A |
| Statements processed | 3,235 | 3,239 | 6,474 | 3,281 | N/A |
| Past-due notices sent | 1,019 | 974 | 1,993 | 910 | N/A |
| Accounts scheduled for turn-off | 112* | 131 | 243* | 84 | N/A |

* Beginning April 2020, accounts with past due balances were not turned off due to non-payment

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

| Check No. | Vendor | Description | Amount | Fund |
|---|---|---|---|---|
| 91373 | Fisher's RPM Electric Motor | Repair work on water treatment pump | $10,505.05 | Water Treatment (500) |

# Bank Reconciliation

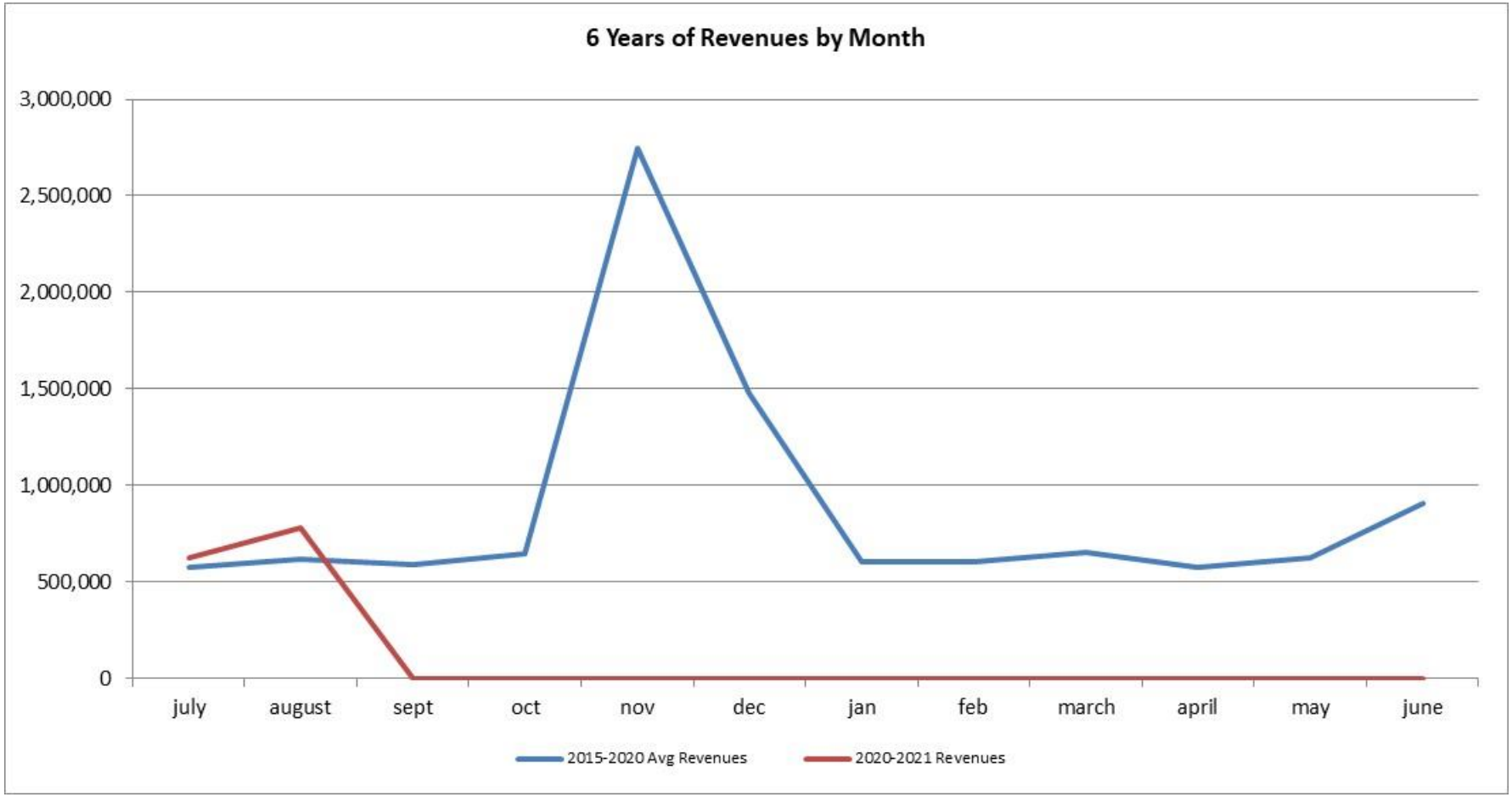
## Checks by Date

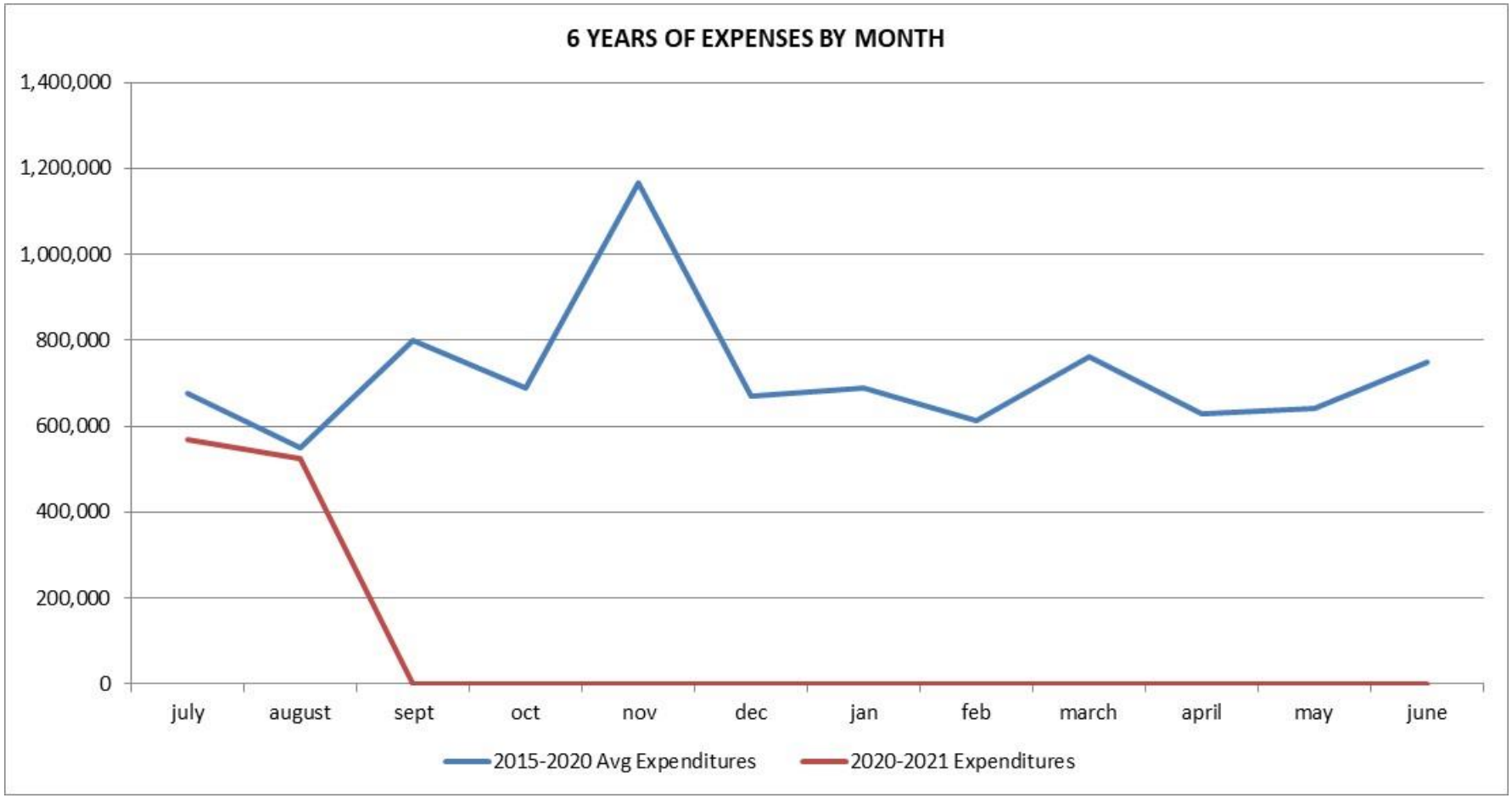
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Printed: 09/16/2020 - 3:25PM
Cleared and Not Cleared Checks

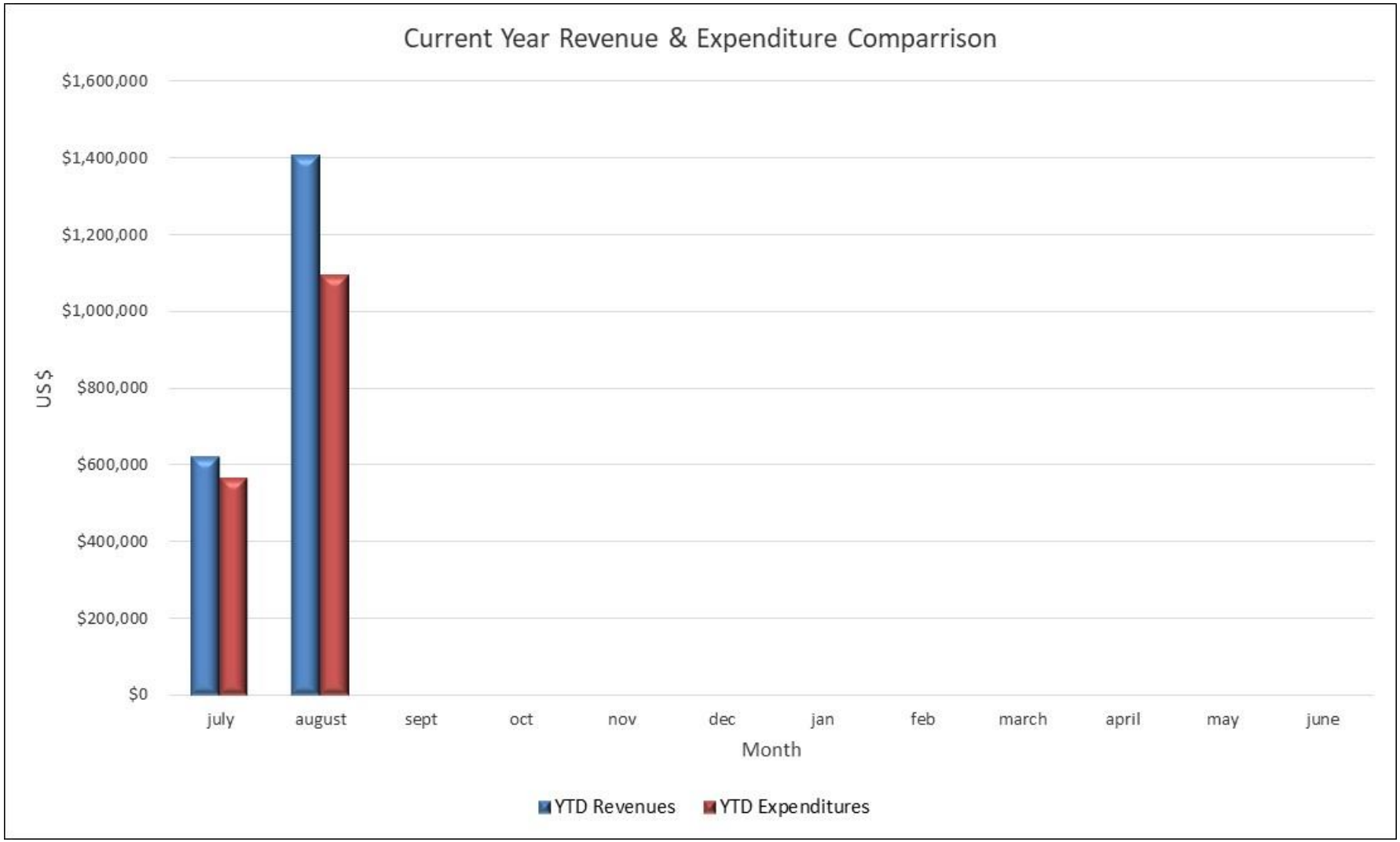
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|---|---|---|---|---|---|---|
| 0 | 8/7/2020 | EBS TRUST | | AP | | 86,235.03 |
| 0 | 8/7/2020 | ASI-PAYROLL DEDUCTIONS | | AP | | 255.41 |
| 0 | 8/7/2020 | MEDICARE | | AP | | 8,989.50 |
| 0 | 8/7/2020 | STANDARD INS. CO. | | AP | | 3,902.63 |
| 0 | 8/7/2020 | CHILD SUPPORT ACCOUNTING UN | | AP | | 601.00 |
| 0 | 8/7/2020 | FEDERAL PAYROLL TAXES | | AP | | 30,702.50 |
| 0 | 8/7/2020 | PERS | | AP | | 15,697.68 |
| 0 | 8/7/2020 | SWEET HOME POLICE EMPLOYEE | | AP | | 1,190.00 |
| 0 | 8/7/2020 | HSA - PAYROLL DEDUCTIONS | | AP | | 850.00 |
| 0 | 8/7/2020 | Vantagepoint Trf. Agents 705507 | | AP | | 508.33 |
| 0 | 8/7/2020 | OREGON PAYROLL TAXES | | AP | | 22,324.73 |
| 0 | 8/7/2020 | Vantagepoint Trf. Agents 108524/10904 | | AP | | 30,218.48 |
| 0 | 8/7/2020 | FICA PAYROLL TAXES | | AP | | 37,721.18 |
| 0 | 8/7/2020 | SWEET HOME COMMUNITY FOUN | | AP | | 179.13 |
| 0 | 8/7/2020 | Vantagepoint Trf. Agents 300619 | | AP | | 3,320.00 |
| 0 | 8/7/2020 | AFLAC | | AP | | 685.12 |
| 0 | 8/7/2020 | NATIONWIDE-PAYROLL DEDUCTI | | AP | | 550.00 |
| 91343 | 8/7/2020 | OREGON AFSCME COUNCIL 75 | | AP | | 853.52 |
| 91344 | 8/7/2020 | PenServ Plan Services, Inc. | | AP | | 250.00 |
| 91345 | 8/7/2020 | Ray Klein, Inc. | | AP | | 1,315.00 |
| 91346 | 8/7/2020 | STEELHEAD STRENGTH & FITNES | | AP | | 563.80 |
| 91347 | 8/7/2020 | UNITED WAY | | AP | | 25.00 |
| 91348 | 8/7/2020 | ALSCO | | AP | | 279.09 |
| 91349 | 8/7/2020 | Amazon Capital Services, Inc. | | AP | | 326.13 |
| 91350 | 8/7/2020 | American Legal Publishing Corporation | | AP | | 138.60 |
| 91351 | 8/7/2020 | AMERICAN PLANNING ASSOCIATI | | AP | | 236.00 |
| 91352 | 8/7/2020 | Atlas American, LLC | | AP | | 766.50 |
| 91353 | 8/7/2020 | VERONICA ATWOOD | | AP | | 95.78 |
| 91354 | 8/7/2020 | Ben-Ko-Matic Co., Inc. | | AP | | 780.34 |
| 91355 | 8/7/2020 | GARY BENNETT CONST LLC | | AP | | 35.13 |
| 91356 | 8/7/2020 | Amy Berg | | AP | | 2,500.00 |
| 91357 | 8/7/2020 | BI-MART CORPORATION | | AP | | 35.98 |
| 91358 | 8/7/2020 | WILLIAM BIRKETT | | AP | | 59.28 |
| 91359 | 8/7/2020 | JOSHUA BLACHLY | | AP | | 21.65 |
| 91360 | 8/7/2020 | Robert Brown | | AP | | 281.41 |
| 91361 | 8/7/2020 | BUCK'S SANITARY SERVICE, INC. | | AP | | 485.00 |
| 91362 | 8/7/2020 | Jason Carroll | | AP | | 20.00 |
| 91363 | 8/7/2020 | CENTURYLINK | | AP | | 1,476.67 |
| 91364 | 8/7/2020 | CH2M OMI, Inc. | | AP | | 88,439.17 |
| 91365 | 8/7/2020 | CITY DELIVERY SERVICE | | AP | | 18.95 |
| 91366 | 8/7/2020 | COMCAST | | AP | | 88.40 |
| 91367 | 8/7/2020 | COMCAST BUSINESS | | AP | | 3,019.00 |
| 91368 | 8/7/2020 | CPM Development Corporation | | AP | | 1,566.75 |
| 91369 | 8/7/2020 | CUES | | AP | | 1,790.71 |
| 91370 | 8/7/2020 | Ennis-Flint, Inc. | | AP | | 629.75 |
| 91371 | 8/7/2020 | FASTENAL COMPANY | | AP | | 39.24 |

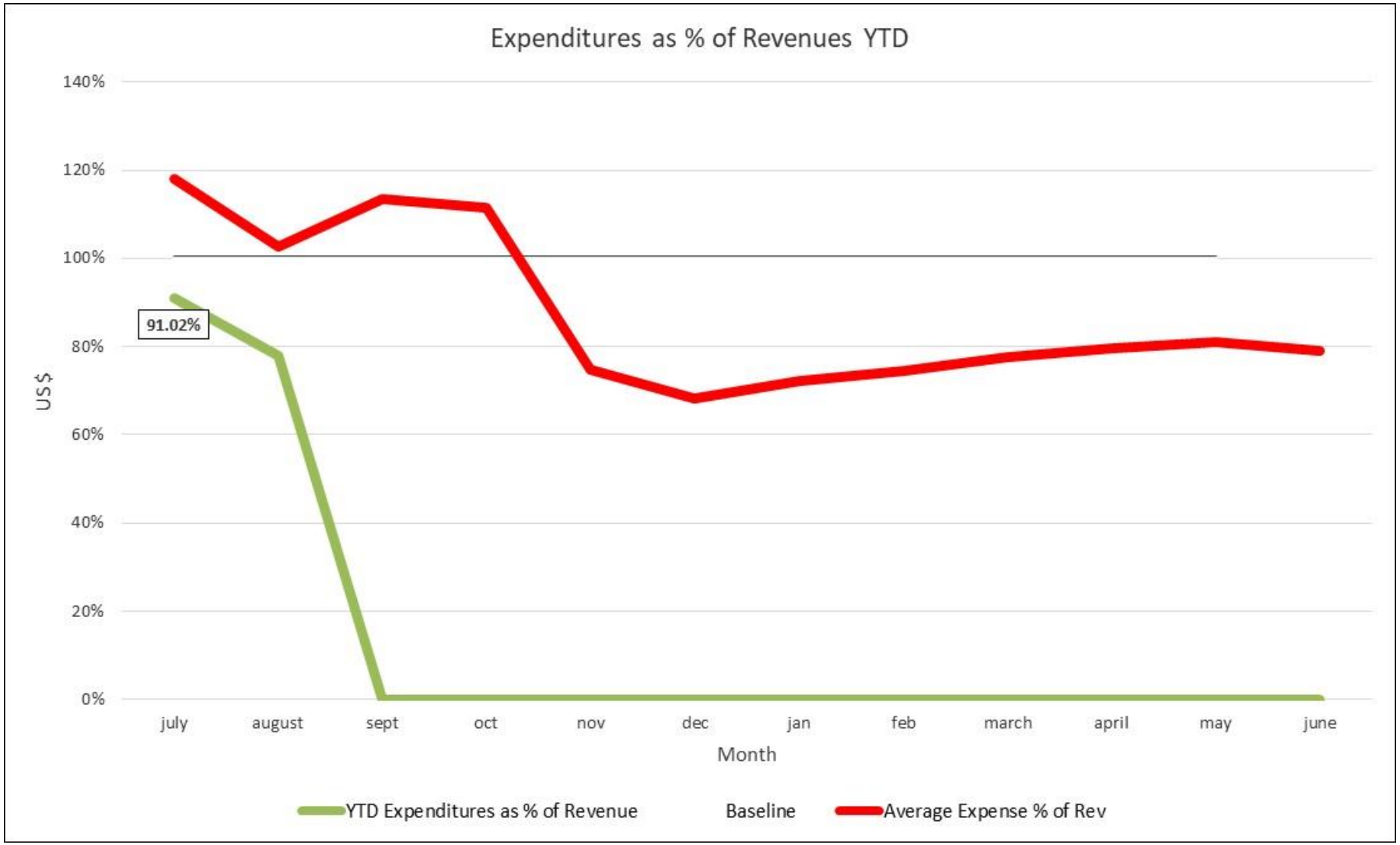
| Check No | Check Date | Name | Comment | Module | Clear Date | Amount |
|---|---|---|---|---|---|---|
| 91372 | 8/7/2020 | FERGUSON WATERWORKS #3011 A | | AP | | 462.48 |
| 91373 | 8/7/2020 | FISHER'S RPM ELECTRIC MOTOR, | | AP | | 10,505.05 |
| 91374 | 8/7/2020 | Friends of the Sweet Home Library | | AP | | 2,500.00 |
| 91375 | 8/7/2020 | Gemini Concrete Pumping, Inc. | | AP | | 465.00 |
| 91376 | 8/7/2020 | Carol Gonzalez | | AP | | 5.00 |
| 91377 | 8/7/2020 | HENSON HEATING | | AP | | 5.00 |
| 91378 | 8/7/2020 | HOUCK CONSTRUCTION MATERIA | | AP | | 283.80 |
| 91379 | 8/7/2020 | HOY'S TRUE VALUE | | AP | | 431.10 |
| 91380 | 8/7/2020 | JENNIFER JONES | | AP | | 46.43 |
| 91381 | 8/7/2020 | JUNIOR LIBRARY GUILD | | AP | | 285.00 |
| 91382 | 8/7/2020 | Les Schwab Tire Centers of Portland, In | | AP | | 788.95 |
| 91383 | 8/7/2020 | LIBERTY ROCK PRODUCTS, INC. | | AP | | 188.51 |
| 91384 | 8/7/2020 | Library Ideas, LLC | | AP | | 683.15 |
| 91385 | 8/7/2020 | MEAGAN LINDEKUGEL | | AP | | 118.13 |
| 91386 | 8/7/2020 | METEREADERS, LLC | | AP | | 1,921.40 |
| 91387 | 8/7/2020 | MOONLIGHT BPO, INC. | | AP | | 2,926.22 |
| 91388 | 8/7/2020 | MURRAYSMITH, INC. | | AP | | 8,229.50 |
| 91389 | 8/7/2020 | NATIONAL PHOTOCOPY CORPORA | | AP | | 1,086.73 |
| 91390 | 8/7/2020 | NET ASSETS | | AP | | 604.00 |
| 91391 | 8/7/2020 | Floyd Neuschwander | | AP | | 2,500.00 |
| 91392 | 8/7/2020 | Northwest Natural | | AP | | 250.68 |
| 91393 | 8/7/2020 | Nutrien Ag Solutions, Inc. | | AP | | 4,006.52 |
| 91394 | 8/7/2020 | O & M TIRE SHOP, INC. | | AP | | 17.00 |
| 91395 | 8/7/2020 | OFFICE DEPOT | | AP | | 64.95 |
| 91396 | 8/7/2020 | ONE CALL CONCEPTS | | AP | | 57.60 |
| 91397 | 8/7/2020 | OREGON DEPT. OF AGRICULTURE | | AP | | 50.00 |
| 91398 | 8/7/2020 | O'REILLY AUTOMOTIVE, INC. | | AP | | 17.40 |
| 91399 | 8/7/2020 | PACIFIC POWER | | AP | | 20,146.27 |
| 91400 | 8/7/2020 | PETROCARD | | AP | | 1,743.49 |
| 91401 | 8/7/2020 | Pointe Pest Control-OR, LLC | | AP | | 130.00 |
| 91402 | 8/7/2020 | RENEWABLE RESOURCE GROUP, I | | AP | | 84.00 |
| 91403 | 8/7/2020 | PIPER ROTHAN | | AP | | 16.49 |
| 91404 | 8/7/2020 | SAIF CORPORATION | | AP | | 75.00 |
| 91405 | 8/7/2020 | SANTIAM FEED & GARDEN CENTE | | AP | | 48.99 |
| 91406 | 8/7/2020 | ROBERT SNYDER | | AP | | 149.90 |
| 91407 | 8/7/2020 | SOUTH FORK TRADING CO., INC. | | AP | | 48.29 |
| 91408 | 8/7/2020 | JANELLA SPEARS | | AP | | 45.00 |
| 91409 | 8/7/2020 | Sunset Electric, Inc. | | AP | | 45.00 |
| 91410 | 8/7/2020 | SUNSHINE INDUSTRIES UNLIMITE | | AP | | 919.10 |
| 91411 | 8/7/2020 | SWANK MOTION PICTURES | | AP | | 385.00 |
| 91412 | 8/7/2020 | Sweet Home Swim Club, Inc. | | AP | | 2,500.00 |
| 91413 | 8/7/2020 | Sweet Things Boutique, LLC | | AP | | 2,500.00 |
| 91414 | 8/7/2020 | SYNCB/AMAZON | | AP | | 1,388.56 |
| 91415 | 8/7/2020 | TWGW, INC. NAPA AUTO PARTS | | AP | | 79.55 |
| 91416 | 8/7/2020 | Tyrone J. Belgarde | | AP | | 375.00 |
| 91417 | 8/7/2020 | VALLEY FIRE CONTROL, INC. | | AP | | 557.55 |
| 91418 | 8/7/2020 | WALKER HEATING & AC, INC. | | AP | | 107.50 |
| 91419 | 8/7/2020 | Timothy J. Wallace | | AP | | 1,725.60 |
| 91420 | 8/7/2020 | WELLS FARGO FINANCIAL LEASIN | | AP | | 734.00 |
| 91421 | 8/7/2020 | TIMOTHY WIEDEMAN | | AP | | 15.30 |
| 91422 | 8/7/2020 | WILDISH SAND & GRAVEL CO. | | AP | | 106.92 |
| 0 | 8/15/2020 | UMPQUA BANK - ACH | | AP | | 4,291.14 |
| | | | | | Total Check Count: | 98 |

| Check No | Check Date | Name | Comment | Module | Clear Date | Amount |
|---|---|---|---|---|---|---|
| | | | | Total Check Amount: | | 426,784.82 |


6 Years of Revenues by Month
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
july
august
sept
oct
nov
dec
jan
feb
march
april
may
june
2015-2020 Avg Revenues
2020-2021 Revenues


6 YEARS OF EXPENSES BY MONTH
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
july
august
sept
oct
nov
dec
jan
feb
march
april
may
june
2015-2020 Avg Expenditures
2020-2021 Expenditures


Current Year Revenue & Expenditure Comparrison
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
US$
july
august
sept
oct
nov
dec
jan
feb
march
april
may
june
Month
YTD Revenues
YTD Expenditures


Expenditures as % of Revenues YTD
140%
120%
100%
80%
60%
40%
20%
0%
US $
91.02%
july
august
sept
oct
nov
dec
jan
feb
march
april
may
june
Month
YTD Expenditures as % of Revenue
Baseline
Average Expense % of Rev

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

| | 08/31/20 | 07/31/20 | 08/31/19 | YTD | 5 Yr Avg |
|---|---|---|---|---|---|
| **Call Volume:** | **811** | **823** | **903** | **2020 - 5633** | **6271** |
| **CAD Calls:** | **1596** | **1525** | **1911** | **10943** | **11938** |
| **ONIBR Person Crimes** | **20** | **12** | **15** | **105** | **108** |
| **ONIBR Person Crimes Cleared:** | **14** | **12** | **10** | **81** | **73** |
| **ONIBR Property Crimes:** | **64** | **37** | **46** | **333** | **380** |
| **ONIBR Property Crimes Cleared:** | **22** | **8** | **17** | **106** | **126** |

## Trends:

The ongoing concerns regarding the surrounding forest fires have resulted in a significant increase in the workload of our dispatchers. Below is a chart of the number of phone calls that our dispatcher received during the first three days of the fire events.

| | | Total Incoming Calls | 911 Calls | Business Lines |
|---|---|---|---|---|
| Fire Event | Mon, 07 Sep 2020, 6PM to Thu, 10 Sep 2020, 9AM | 996 | 33 | 963 |
| Same Period Last Year | Mon, 09 Sep 2019, 6PM to Thu, 12 Sep 2019, 9AM | 250 | 19 | 231 |
| Same Period Last Week | Mon, 31 Aug 2020, 9AM to Thu, 03 Sep 2020, 9AM | 197 | 18 | 179 |
| | | | | |
| | | | | |
| Jamboree 2019 | Thu, 01 Aug 2019, 6PM to Sun, 04 Aug 2019, 9AM | 206 | 24 | 182 |
| Jamboree 2018 | Thu, 02 Aug 2018, 6PM to Sun, 05 Aug 2018, 9AM | 262 | 17 | 245 |
| Jamboree 2017 | Thu, 03 Aug 2017, 6PM to Sun, 06 Aug 2017, 9AM | 325 | 32 | 293 |

From 6:00 PM Monday (09/07) through 9:00 AM Thursday (09/10) our dispatchers received 996 phone calls. The staggering increase in phone calls is revealed when we compare these three days with a three-day period associated with the Oregon Jamboree. The 2017 Oregon Jamboree was the busiest in terms of calls received by our dispatch center. The phone calls regarding the fire event resulted in a 206% increase over the 2017 Oregon Jamboree.

We were able to augment our dispatch staffing on very short notice to deal with the dramatic increase om calls. Our dispatchers, and the rest of our staff, did an amazing job of providing needed information to our community in a time of need.

COVID-19 continues to be a concern for us. The concern has remained around infection rates and keeping our employees as safe as possible while dealing with some increase in calls for service. We continue to monitor trends in several types of calls for service to determine what effects the current pandemic situation has on them. The calls that we are monitoring include thefts, domestic violence calls, child abuse calls (physical and sexual), suicide calls, mental health calls and burglaries. Below is a comparison of those types of calls through the end of August.

| | Mar-Aug 2020 | Mar-Aug 2019 | Difference | |
|---|---|---|---|---|
| Domestic Violence/Dispute Calls | 259 | 246 | 13 | 5.02% |
| Child Abuse(Physical/Sexual) | 169 | 261 | -92 | -35.25% |
| Suicidal Calls | 45 | 49 | -4 | -8.16% |
| Mental Health Calls | 218 | 92 | 126 | 136.96% |
| Burglary | 14 | 20 | -6 | -30.00% |

The increase in the number of mental health calls and the decrease in the number of child abuse calls have remained a concern. Our attempts to work closer with Linn County Mental Health to address some of the uptick in mental health calls has not come to fruition yet. A meeting is still planned for the near future to attempt to increase the availability of the Linn County Mental Health Crisis Liaison. Without access to additional mental health resources I do not see a solution for these types of calls for service. We will continue to work on various options to address this.

**Person Crimes are defined as:**

| | August 2020 | August 2019 |
|---|---|---|
| **Assault** | **6** | **3** |
| **Child Neglect** | **0** | **0** |
| **Criminal Homicide** | **0** | **0** |
| **Criminal Mistreatment** | **0** | **0** |
| **Elder Abuse** | **0** | **0** |
| **Forcible Rape** | **0** | **0** |
| **Harassment** | **6** | **3** |
| **Menacing** | **2** | **1** |
| **Other Sex Offense** | **1** | **4** |
| **Person All Other** | **2** | **0** |
| **Reckless Endanger** | **0** | **0** |
| **Violation Court Stalking Order** | **1** | **0** |
| **Violation Restraining Order** | **2** | **4** |

**Property Crimes are defined as:**

| | August 2020 | August 2019 |
|---|---|---|
| **Arson** | **0** | **0** |
| **Burglary** | **9** | **2** |
| **Criminal Mischief** | **11** | **9** |
| **Forgery** | **0** | **1** |
| **Fraud** | **2** | **0** |
| **Motor Vehicle Theft** | **10** | **0** |
| **Reckless Burning** | **1** | **0** |
| **Recovered Stolen** | **3** | **0** |
| **Robbery** | **0** | **0** |
| **Theft** | **28** | **34** |

Dear Franchise Administrator:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note following changes:

- Effective October 27, 2020, StarzEncore, StarzEncore Westerns, StarzEncore Black, and StarzEncore Action will only be available with a subscription to Starz. They will not be included with Digital Preferred. For more information about this change, visit xfinity.com/EncoreChanges.

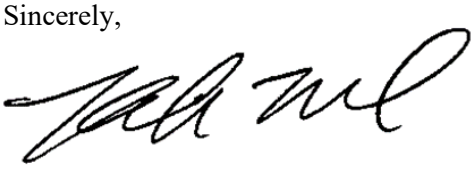
- Effective October 27, 2020, MoviePlex will no longer be available.

- The distributor of CBeebies en español informed Comcast that effective October 31, 2020 the channel would no longer be available in the U.S.

- Xfinity is adding Zona Football HD. This channel will only have programming when broadcasting soccer games. It is anticipated this may happen with the possible return of UEFA Champions League and Europa League 2020-21 seasons this coming October.

Please feel free to contact me at (503) 605-6015 or kirk_nord@comcast.com if you have any questions.

Sincerely,



Kirk Nord
Director, Government & Regulatory Affairs
Oregon/SW Washington Region

COMCAST