

#### City of Sutherlin Regular Council Meeting Monday, February 13, 2017 Civic Auditorium – 7:00 p.m. AGENDA

#### **Mayor Todd McKnight**

Council President Luzier
Councilors Boggs, Egbert, Stone, Tomlinson, and Vincent

- 1. CALL TO ORDER / FLAG SALUTE
- 2. ROLL CALL
- 3. INTRODUCTION OF MEDIA

#### 4. PUBLIC COMMENT

[The purpose of citizen comment is to allow citizens to present information regarding agenda items only. A time limit of three minutes per citizen shall apply.]

#### 5. PRESENTATIONS

- a. Sutherlin School District
- b. Calapooia Reflections Museum
- c. Chamber of Commerce/Visitor Center

#### 6. CONSENT AGENDA

- a. January 9, 2017 Minutes Regular Meeting
- b. January 23, 2017 Minutes Regular Meeting
- c. January 23, 2017 Minutes Workshop
- d. Budget Committee Appointment

#### 7. COUNCIL BUSINESS

- a. Finance Committee Appointment
- b. Procurement of Scott SCBA Air Packs, Cylinders & Face Pieces
- c. Contract Award Ford's Pond Community Park Master Plan
- d. Calapooia to State Street Transfer of Authority IGA
- e. Central Avenue Funding Priorities

#### 8. COUNCIL COMMENTS

#### 9. PUBLIC COMMENT

[The purpose of citizen comment is to allow citizens to present information regarding items off the agenda. A time limit of three minutes per citizen shall apply.]

#### 10. ADJOURN

Members of the audience who wish to address the Council will be invited to do so. Speakers must use the microphone stating their name and address prior to addressing the Council.



# Call to Order & Flag Salute





### **ROLL CALL**





# Introduction Of Media





## PUBLIC COMMENT

**Agenda Items only** 





## Presentations and/or Proclamations





## SUTHERLIN SCHOOL DISTRICT PRESENTATION

(Verbal)











113 W. Central Ave. • Sutherlin, OR 97479 Tax ID# 80-0661481

The Calapooia Reflections Museum has been established for six years at the 113 W. Central location. Artifacts continue to be brought to us by local residence who feel it is the best place for their items to be displayed.

We are here for the community to carry on the history of our fore-fathers. And to bring to the young people the story of their parents and grandparents past. It is a place of nostagia, a time to remember how people lived during those days.

It would be a shame to have our store front disappear and the windows boarded up. We want our town to look and to be prosperous.

Those that come in comment on how awesome the museum is. How well laid out, interesting, friendly and nice it is. There are some great volunteers that work there telling folks about the history of the area.

Grants are available for the purpose of education, books and supplies but not to pay the utilities. Each months bills run close to \$500. Total for the year is \$4,800.

We put on fund raisers to help bring in the funds but it is never enough to cover a whole year. (Wine & Chocolate Gala, Ladies Tea and Bunco Party) We sell a few items from our Gift Shop and receive money donations occasionally. Blackberry Festival and Lady Lioness are generous enough to give us money donations.

We appllied to the Tourism funds and because we are not considered a "Road to Pillow" type of establishment, we were denied any funding. We feel the museum should be helped by the city to keep it alive for all to enjoy.

I invite you to come in to our museum and see for yourself how interesting it is.

Sincerely,

Jo Barnes



## Sutherlin Area Chamber of Commerce Report

(Verbal Report)











## Consent Agenda





Cíty of Sutherlín

126 E. Central Avenue Sutherlin, OR 97479 541-459-2856 Fax: 541-459-9363 www.cityofsutherlin.com

		STAFF REPO	RT		
Re: Consent Agend	а			Meeting Date:	FEB 13, 201
Purpose:	Action Item	Workshop	Report Only	Discussion	Update
Submitted By: Debbie Hamilton, City Recorder/HR Manager Review					
Attachments: Dra	aft Minutes & Appli	cation of the ap	plicant		
			_		
	WHAT IS	BEING ASKED	OF COUNCIL?		
Any questions and  The following item discussion time on motion. There wil	ns are considered to the agenda. The ited to case the item will be	ment – Dale Connutes please con  EXPLANATI be routine and the mean may be appropriately be appropriately and the construction of these	tact me prior to  ON herefore, are not roved/enacted by items unless a C	the meeting plea  t allotted Council y Council in just Council member s	l one
		OPTIONS			
• Approve C	onsent Agenda as p	resented.			
• Remove ite	em(s) from th	e Consent Agen	da for discussio	n.	
	Sl	JGGESTED MOT	TON(S)		

 $\boldsymbol{MOTION}$  to approve the consent agenda as presented

#### CITY OF SUTHERLIN

### Regular City Council Meeting Sutherlin Civic Auditorium

Monday, January 09, 2017 – 7:00pm

#### **COUNCIL MEMBERS:**

Tom Boggs, Frank Egbert, Wayne Luzier, Forrest Stone, Travis Tomlinson, Seth Vincent

MAYOR: Todd McKnight

CITY STAFF: City Manager, Jerry Gillham

City Recorder, Debbie Hamilton Deputy City Recorder, Diane Harris Finance Director, Dan Wilson

Public Works Superintendent, Aaron Swan Community Development Director, Brian Elliott

Public Safety Director, Kirk Sanfilippo City Attorney, Chad Jacobs (via Skype)

Audience: Adam Heberly, Joe Groussman, Sierra Moon, Sam & Gladys Robinson, Tracie McKnight,

Lexie and Kelsie McKnight, Dan McCormick, Tami Trowbridge, Michelle Sumner, Kimberly Tomlinson, Kaylea McKinney, David Gass, Mary Jean Morey, Pat & Bert Bales, Dennis Riggs, Jim & Beth Houseman, James Thatcher, John & Patricia Klassen, Gayla Holley, Mike & Karen Meier, Sean Mock, Jean Galleher, Kaitlyn Smith, Alden

Standley, Amber Vincent, Ron Bailey

Meeting called to order by Mayor McKnight at 7:00pm.

Flag Salute:

Roll Call: Excused – Councilor Egbert

**Introduction of Media:** None

#### **PUBLIC COMMENT** (agenda items only)

• None

#### **COUNCIL BUSINESS**

#### • Oath of Office – Mayor & Council Members

City Recorder, Debbie Hamilton, administered Oath of Office to Councilors Elect – Forrest Stone, Travis Tomlinson and Seth Vincent and Mayor Elect – Todd McKnight.

#### • Recognition of Outgoing Council Members

Hamilton read Recognition of Outgoing Council Member's plaque inscriptions to Councilors Meier and Anderson. Mayor McKnight presented the plaques, followed by a round of applause from the audience in appreciation of their service.

#### • Election of Council President

Mayor called for nominations; with no response motion made.

**MOTION** made by Mayor McKnight to appoint Councilor Luzier as Council President; second by Councilor Boggs.

Discussion: None

In Favor: Councilors Boggs, Tomlinson, Luzier, Vincent, Stone, and Mayor McKnight

Opposed: None

Motion carried unanimously.

#### • Parks Advisory Committee Chair Appointment

Councilor Boggs nominated Councilor Vincent.

<u>MOTION</u> made by Councilor Boggs to appoint Councilor Vincent as Parks Advisory Committee Chair; second by Councilor Tomlinson.

Discussion: None

In Favor: Councilors Boggs, Tomlinson, Luzier, Vincent, Stone, and Mayor McKnight

Opposed: None

Motion carried unanimously.

#### • Transient Room Tax Council Representative Appointment

Councilor Boggs nominated Councilor Tomlinson.

<u>MOTION</u> made by Councilor Boggs to appoint Councilor Tomlinson as Council Representative for TRT Committee; second by Councilor Luzier.

Discussion: None

In Favor: Councilors Boggs, Tomlinson, Luzier, Vincent, Stone, and Mayor McKnight

Opposed: None

Motion carried unanimously.

#### • Committee Re-Appointments/Appointments

#### **Planning Commission**

Four positions are open on the Planning Commission. City received one application for re-appointment from Michelle Sumner and three for new appointments from Mandi Jacobs, Richard Price (former long-time Commissioner) and Sam Robinson, terms ending December 31, 2020.

Mayor McKnight asked if any applicants in the audience would like to speak on their behalf.

- o Robinson spoke of his desire to do everything he could to help the City.
- O Sumner stated she has enjoyed serving as a Commissioner and would like to continue with some of the projects that have already started.

<u>MOTION</u> made by Councilor Luzier to re-appoint Michelle Sumner to Planning Commission term ending December 31, 2020; second by Councilor Vincent.

Discussion: None

In Favor: Councilors Boggs, Tomlinson, Luzier, Vincent, Stone, and Mayor McKnight

Opposed: None

Motion carried unanimously.

<u>MOTION</u> made by Councilor Boggs to appoint Mandi Jacobs, Richard Price and Sam Robinson to Planning Commission, term ending December 31, 2020; second by Councilor Luzier.

Discussion: None

In Favor: Councilors Boggs, Tomlinson, Luzier, Vincent, Stone, and Mayor McKnight

Opposed: None

Motion carried unanimously.

#### **❖** Budget Committee

Four positions are open on the Budget Committee. City has received one application for new appointment from Dennis Riggs; term ends December 31, 2019.

Mayor McKnight asked if the applicant would like to speak on his behalf.

o Riggs expressed interest in the workings of the City and will do his best on the Budget Committee.

<u>MOTION</u> made by Councilor Luzier to appoint Dennis Riggs to Budget Committee, term ending December 31, 2019; second by Councilor Tomlinson.

Discussion: None

In Favor: Councilors Boggs, Tomlinson, Luzier, Vincent, Stone, and Mayor McKnight

Opposed: None

Motion carried unanimously.

Hamilton reported advertisement of the openings has continued with a new January 31<sup>st</sup> deadline.

#### **Parks Advisory Committee**

Three positions are open on the Parks Advisory Committee. City has received three applications for reappointments from Tim Bradley, Jake Masterfield and Rick Murphy; terms ending December 31, 2018.

**MOTION** made by Councilor Boggs to re-appoint Tim Bradley, Jake Masterfield and Rick Murphy to Parks Advisory Committee, terms ending December 31, 2018; second by Councilor Luzier.

Discussion: None

In Favor: Councilors Boggs, Tomlinson, Luzier, Vincent, Stone, and Mayor McKnight

Opposed: None

Motion carried unanimously.

#### **PRESENTATIONS**

#### • Central Avenue Update

City Manager, Jerry Gillham – Staff has been working on this process for about two years. Project schedule, details, communications plan, costs and potential streetscape improvements will be in tonight's presentation. City Manager introduced Adam Heberly of Heberly Engineering, the project's engineer. Heberly provided a Power Point presentation and stated Staff is looking for input from Council for the project. The proposed improvements were explained:

- > Asphalt repairs
- > Standard grind and inlay
- > Curb corrections and drainage repairs
- Sidewalk repairs
- ➤ ADA (American Disabilities Act) required updates. Heberly explained the issues involved and required improvements.
- > Sidewalk along the south side of Central east of the park, as well as a rapid flashing beacon to help with students crossing Central is proposed.
- ➤ "Bulb-in" of sidewalks/streets was explained; this would widen Central by moving the curb-line further into the sidewalks by 2-feet, allowing better ease when navigating out of vehicles.
- Decorative street lighting that can also have flower baskets and banners/flags hanging from them.
- Moving of power lines from overhead to underground.
- > Improved push buttons for hearing and site impaired pedestrians at signal crossings.
- ➤ Replacement of existing planters and trees with new trees and grates.

Heberly presented a tentative construction schedule outlining start/completion dates and bid schedule. Project's completion is tentatively planned for end of October 2017.

City Manager explained the communications schedule. Social media to the public and hand delivering of flyers to all businesses will be used. Staff will meet with businesses, event groups, and citizens regarding the construction project. Annual flower plantings and hanging baskets will not take place this year due to the construction. City Manager reported this will be the busiest construction season in the history of Sutherlin with the Wastewater Treatment Plant Upgrade, Central Park Playground, N. Comstock, Central Avenue, ODOT's projects, Everett Avenue Force Main, Friends of Ford's Pond Park Master Plan and UGB (Urban Growth Boundary) Exchange.

Asking Council to provide direction on proposed downtown improvements. Upon that direction Staff will bring back scenarios on costs involved. Cost estimates are based on extending the project as far as Sunny Lane; however, it may be brought back to Emerald to save costs. Heberly reminded Council as the design is honed down, a more exact estimated number will be available. Ouestions:

- O Councilor Stone When is N. Comstock project starting? Public Works Superintendent, Aaron Swan In May, around the same time as Central Avenue project. Concerned Sixth Avenue will be the only route to Comstock. At the start some ADA improvements and storm drain work will be done on Central, it won't be blocked off. Later in the summer, paving will take place at night when traffic is at its least. There will be some congestion and frustration, however the work will be planned to insure best ease of travel. What is the projected time frame for Comstock's completion? Plan is still tentative; but, project will take place during the majority of summer.
- Original project was from Comstock to the light [Calapooia traffic signal], now going from Comstock to Front Street for the \$1.3million. The \$1.3 million is actually all the way to Calapooia. Front Street is used as an approximation. Estimates are broken down into segments

but the whole thing is getting done. From Comstock to Calapooia will be City's (TOA) money, Calapooia to State, County's money; from State eastward City's money again.

- o Will County be covering the costs regarding traffic signals in their section? Yes.
- o Is 2-foot "bulb-in" included in the County's estimate? A portion is included but not all in terms of being fair to the County and what the numbers represent. When curbs/gutters are upgraded there are minimal costs in going back the 2-feet. Who owns the street when we're done? City.

City Manager – Will be taking a Transfer of Authority agreement to Council for approval.

Heberly – There will also be cost variables depending on the choices for downtown improvements.

Councilor Luzier – Springfield recently purchased used street lamps from San Diego. They
powder coated and changed the lights over to LED; the purchase provided a huge savings for
them. Springfield has a warehouse full of these light fixtures. Would like to suggest Staff contact
them for more information.

Mayor McKnight asked Councilors what direction they would like Staff to go for the proposed improvements. He is in favor of Staff providing a detailed package with cost estimates.

- o Councilor Boggs Has City had any input from downtown businesses rather than Council dictating it? *City Manager Sutherlin Downtown Development has been involved.*
- O Councilor Tomlinson Believe general consensus downtown is the "bulb-in" idea makes it more comfortable for people to get in and out of their vehicles while parked at the curb. The beautification of the downtown would get more businesses on board for upgrading their buildings, making it more appealing.
- Councilor Stone Understand ODOT is giving grants for ADA corner upgrades, how does City go
  about applying for that? Heberly Will do some looking around, traditionally you would go
  through that local agency's programs.

Mayor McKnight encouraged Council members to contact Staff anytime they have questions outside of the meetings so Staff can be prepared to discuss in more detail and possibly include the information in Council's Packet.

City Manager confirmed Staff will provide 3 different packages for Council to consider:

- > Streetscape design with required ADA improvements;
- Possible sidewalks going east without streetscape improvements;
- Asphalt only as far as possible with required ADA improvements.

Information will be provided at the February 13<sup>th</sup> Council meeting.

#### CONSENT AGENDA

• December 12, 2016 Minutes – Regular Meeting

**MOTION** made by Councilor Luzier to approve Consent Agenda; second by Councilor Stone.

In Favor: Councilors Boggs, Tomlinson, Luzier, Vincent, Stone, and Mayor McKnight

Opposed: None

Motion carried unanimously.

#### **ACTION ITEMS/GENERAL BUSINESS**

• Resolution 2017.01 – Whistleblower Policy

Staff Report – City Attorney, Chad Jacobs – This policy conforms to changes in State Law that occurred during the last Legislative Session. Recommendation is to adopt the resolution and update City's policy.

**MOTION** made by Councilor Luzier to approve Resolution 2017.01 – Whistleblower Policy as presented; second by Councilor Stone.

Discussion: Councilor Stone – What is the cost to implement this policy? *Jacobs – There will be no costs involved, it is just updating the City's handbook and notify employees of the policy.* 

In Favor: Councilors Boggs, Tomlinson, Luzier, Egbert, Vincent, Stone, and Mayor McKnight

Opposed: None

Motion carried unanimously.

#### • Liquor License Application – Hi-Way Haven RV Park

Staff Report – Chief of Police, Kirk Sanfilippo – Hi-Way Haven RV Park is requesting "off-premises" sales of beer and wine in the park's office. Recommendation is to approve this application.

**MOTION** made by Councilor Luzier to approve Liquor License Application for Hi-Way Haven RV Park as presented; second by Councilor Boggs.

Discussion: None

In Favor: Councilors Boggs, Tomlinson, Luzier, Vincent, Stone, and Mayor McKnight

Opposed: None

Motion carried unanimously.

#### **REPORTS**

#### • Workshop Update

City Manager, Jerry Gillham – The January 23<sup>rd</sup> Council meeting will be a workshop at the C. Giles Hunt Library. Asking if Council is willing to make an exception to meet at 6:30pm rather than 7:00pm prior to the workshop? Have been organizing this workshop for the last couple of months; however, a couple of things have come up that may need a decision. It was by Council consensus to start the next meeting at 6:30pm. Staff is also looking into live-stream meetings in the future. Citizens unable to attend will still have access allowing more community participating and understanding therefore promoting transparency.

#### CITY COUNCIL COMMENTS

#### Councilor Boggs -

• Welcomed new members to the Council.

#### Councilor Tomlinson -

• Glad to be part of the Council, is looking to moving forward in the future.

#### Councilor Luzier –

• Welcomed new Councilors and hoping to move forward and get things done in a more orderly manner in the future.

#### Councilor Vincent -

• Excited to be here and make sure I do it all right the first time.

#### Councilor Stone -

- Appreciates former Councilors, great job, would like to welcome the new Councilors, there will be a lot of decisions to be made.
- Wrecking yard located on S. Comstock was given notice about a year ago to put up a privacy fence. Nothing has been done, have been hearing complaints. Could Staff send a letter requiring fencing slats? *Elliott Will research the issue*.
- Is there an update regarding hazardously parked wrecked trailer on side of road near City Hall? Swan - Code Enforcement Officer took care of it, and was removed about a week ago.
- Is the flashing beacon at crosswalk on Waite near walking path [Red Rock Trail] still happening? *Intent is to apply for Recreational Trails Grant.* Thought it was mandatory. *No, it was an option we would still like to do.*

#### Mayor McKnight -

- Would like to follow up with Councilors in promoting some of the items Sutherlin School Superintendent, Terry Prestianni, provided at last meeting. Feel there are some things the City can do to help with their chronic absence program. Will pass on the materials to Staff and would like to bring this forward for future discussions with Council.
- Welcomed the new members of Council and look forward to working with them.
- Would like to acknowledge the past members of Council, it is a tough and sometimes feels like a thankless job, would like to thank them for their service.

#### <u>PUBLIC COMMENT</u> –

• Resident & Library supporter, Jean Galleher – Today County Commissioners publicly stated branch libraries will be closed as of April 1<sup>st</sup>; main branch will close at the end of May. City has a Library Advisory Group consisting of 5 people. Would like to ask Council, for the next 6-months, to increase this group to include individuals from Friends of the Library and concerned citizens. Will work together bringing a plan forth to continue to have a library in Sutherlin.

City Manager – The City doesn't have a committee, but Council does appoint members to a Library Advisory Committee. If that groups wants to form up and create an agenda to keep the library here the City will certainly participate with them.

Mayor McKnight asked for clarification from Galleher regarding her request.

Galleher – We as a city need to come up with a plan if we're going to have any library at all in town.

City Manager – The committee is an advisory group that makes recommendation but does not have any say over that Library. They are not the official Board that oversees the library's operations.

Councilor Vincent – Friends of the Library is the group that has some say about the library and is trying to spearhead solutions and move this forward.

City Manager – For clarification purposes the Library is not the City's, only the building is.

Galleher confirmed for clarification purposes how the system is set up and various group's functions.

City Manager – It is certainly the Council's call, but should be citizen driven with City working alongside as partners. Will be happy to meet with Galleher for further discussion. Citizens will need to come together to help raise funds for staffing at the library. Certainly do not see the money for that in City's general fund. The agreement, as I understood it, was to work in coordination with the foundation through the Commission and try to stay within the district footprint.

Councilor Vincent – According to the Commissioners, everyone was set on the tax levy passing; however, when that failed everyone was left trying to figure out another solution. It sounds like the Commissioners are hoping to get something done this summer. Friends of the Library would spearhead the solutions. The City participates by keep the lights on, maintaining the building, and making the facilities available.

City Manager agreed that it needs to be driven by the Friends of the Library and Library Board.

Galleher – Do not know what the County is planning to do with all of the materials. *City Manager – They already informed us they would give it to the City.* 

Mayor McKnight – That was going to be Plan B, Plan A was to keep it as a County network.

City Manager suggested Galleher take the citizen lead and he would work with the County side and partner together. Galleher agreed.

#### **ADJOURNMENT -**

With no further business meeting adjourned at 8:28pm.

#### Announcement -

Mayor McKnight announced a 5-minute break before going in Executive Session. ORS #192.660(2) (f) – Exempt Public Records. To consider information or records exempt by law from public inspection.

Executive Session called to order at 8:33pm.		
Executive Session adjourned at 9:22pm.		
	Approved:	Jerry Gillham, City Manager
Respectfully submitted by,		
Diane Harris, Deputy City Recorder		Todd McKnight, Mayor

#### CITY OF SUTHERLIN

#### Regular City Council Meeting C. Giles Hunt Memorial Library Monday, January 23, 2017 – 6:45pm

#### **COUNCIL MEMBERS:**

Tom Boggs, Frank Egbert, Wayne Luzier, Forrest Stone, Travis Tomlinson, Seth Vincent

MAYOR: Todd McKnight

CITY STAFF: City Manager, Jerry Gillham

City Recorder, Debbie Hamilton Deputy City Recorder, Diane Harris Finance Director, Dan Wilson

Community Development Director, Brian Elliott Public Works Superintendent, Aaron Swan

Police Sergeant, Troy Mills Police Sergeant, Justin Marquis Deputy Fire Chief, Avery Hazzard Deputy Fire Chief, Lon Dragt

Police Office Supervisor, Gayla Holley

City Attorney, Chad Jacobs

Audience: Tami Trowbridge, Pat & Bert Bales, Joe Groussman, Jim Houseman, Pamela Semas, Pat

Fahey, Dennis Riggs

Meeting called to order by Mayor McKnight at 6:45pm.

Flag Salute:

Roll Call: Councilor Stone arrived at 6:46pm.

#### **ACTION ITEMS/GENERAL BUSINESS**

#### • Contract Award – Everett Avenue Force Main Improvement

Staff Report – Community Development Director, Brian Elliott, summarized the Staff Report. The upgrade will eliminate weather related Sanitary Sewer Overflows (SSO) which is a violation of the City's National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit.

<u>MOTION</u> made by Councilor Luzier to award Everett Avenue Force Main Improvement Contract to Emery & Sons Construction for \$743,751 as presented; second by Councilor Stone.

Discussion: None

In Favor: Councilors Tomlinson, Luzier, Egbert, Vincent, Stone, Boggs and Mayor McKnight

Opposed: None

Motion carried unanimously.

#### **REPORTS**

• None

Mayor McKnight asked if there was any Public Comments at this time. There were none.

#### <u>ADJOURNMENT</u> –

With no further business meeting adjourned at 6:48pm.

#### Announcement -

Mayor McKnight announced Council's Team Building Workshop starting immediately following the regular meeting.

	Approved:	
	11	Jerry Gillham, City Manager
Respectfully submitted by,		
Diane Harris, Deputy City Recorder		Todd McKnight, Mayor

#### CITY OF SUTHERLIN

#### Council Workshop Meeting C. Giles Hunt Memorial Library Monday, January 23, 2017 – 6:48pm

#### **COUNCIL MEMBERS:**

Tom Boggs, Frank Egbert, Wayne Luzier, Forest Stone, Travis Tomlinson, Seth Vincent

MAYOR: Todd McKnight

**CITY STAFF:** City Manager, Jerry Gillham

City Recorder, Debbie Hamilton Deputy City Recorder, Diane Harris Finance Director, Dan Wilson

Community Development Director, Brian Elliott Public Works Superintendent, Aaron Swan

Police Sergeant, Troy Mills Police Sergeant, Justin Marquis Deputy Fire Chief, Avery Hazzard Deputy Fire Chief, Lon Dragt

Police Office Supervisor, Gayla Holley

City Attorney, Chad Jacobs

Audience: Tami Trowbridge, Pat & Bert Bales, Joe Groussman, Jim Houseman, Pamela Semas, Pat

Fahey, Dennis Riggs

Meeting called to order by Mayor McKnight, at 6:48pm.

Councilor Stone voiced concerns regarding changes made to the agenda format and removal of Council Comments section. City Manager, Jerry Gillham – Originally this meeting was a workshop only, due to a needed action from Council the regular meeting portion was added to take care of that item. If Councilors have comments they are certainly welcome to do so.

Councilor Stone stated he would address his questions through independent emails.

#### WORKSHOP

#### Team Building

Staff Report – City Manager explained the Workshop's purpose. The Strategic Planning process has 4 principal sections: Vision, Mission, Values, and Goals. The goals are a melding of Council Priorities, Operational Initiatives and Strategic Plan. Tonight's Workshop will provide Staff with a list of Council's priorities. The meeting was turned over to Workshop Facilitator and Chamber President, Tami Trowbridge.

Trowbridge – This Workshop provides an opportunity to work together in an informal setting identifying Council's future priorities. Staff/Council members were divided into three smaller groups. Each member was instructed to write at least 5 priorities on a 3x5 card that would then be transferred to flip charts by the group's recorder. All groups would reconvene to put together Council's list of priorities.

Councilor Stone asked if the list of previous priorities was available. City Manager explained the Strategic Plan is still in place, these will be new priorities that will be added to the existing plan for Council to review at the February 27<sup>th</sup> Workshop.

With Council's input, City Manager and Trowbridge reviewed the combined flip charts and consolidated and prioritized items.

Top agreed upon goals:

- ➤ Business License & Building Safety Inspections
- ➤ Strengthen Building Development Code Zone Restrictions
- > Examine SDC Rates

- ➤ Upgrade Fire Equipment
- ➤ Evaluate Industrial Lands County and City
- ➤ Emergency Operations Center Public Safety Building/City Hall
- > Develop Solutions for Water Storage Tank Deficiencies for New Development
- > Create a Street Management Masterplan w/ Funding Options
- ➤ Develop a Plan for Improving Emergency Communications Infrastructure
- ➤ Complete Central Avenue & Downtown Improvements
- Complete a Wetland and Buildable Lands Inventory

Councilor Stone voiced concerns regarding the amount of items listed; stating items from the previous list have not been completed. City Manager disagreed stating many of the plan's actions are completed; however, some have been delayed due to outside agencies' requirements. Stone – There is not enough Staff available to be able to keep up with all items listed. These tasks are do-able; they may spill over into another year, much like a production line.

Councilor Vincent reiterated stating if you get 10 things done, you move forward to the next 10 items. Trowbridge asked for each Council Member's top 3 priorities.

	Luzier	Tomlinson	Boggs	Stone	Vincent	Egbert	McKnight
Business License	*	*	*				
Building Dev. Code		*		*			
SDC Rates							
Upgrade Fire Equip			*		*		
Industrial Land						*	
EOC Public Safety			*				
Wtr. Storage Tank				*			*
Street Mgmt. Plan					*		*
Emergency Comm.				*	*		
Central Improv.	*	*				*	*
Wetland Inventory	*					*	

City Manager explained items identified during the Workshop will be added to the existing Strategic Plan and highlighted. Each Department Head will discuss Council's priorities with their department to create specific objectives and timelines. The Strategic Plan will be hand delivered to each Councilor for enough time to review before the meeting.

#### • Meeting and Agenda Restructure

Trowbridge reported the Mayor would like to restructure the meetings/agendas for a 6-month trial period: **First meeting of the month – Business Meeting:** 

#### Presentations

- Consent Agenda
- Council Business (Action Items)
- Special Reports

#### Second meeting of the month – Open Discussion/Plans & Reports:

- Agenda Confirmation
- Idea Sharing/Council Priority Progress Report/Council Comments
- Workshop as needed
- Executive Session as needed

Councilor Stone voiced concerns regarding the ability to accomplish things in a timely manner, due to only one business meeting a month. City Manager – Important decisions will not be put off; they will be brought to Council at the Workshop meeting, such as what was done tonight.

Councilor Luzier stated Public Comment was not included on tonight's meeting agenda and should be. Trowbridge reminded Council that Mayor McKnight did ask for Public Comment even though it was not listed. It was agreed this item would be included on future agendas.

Trowbridge presented a quick review of the Council Rules and City Charter. Quick points:

- Council needs to present unity and professionalism. This doesn't mean all will agree; but, disagreements can be respectful and in the spirit of working toward a common goal and betterment of the City.
- o Duties of meeting Chair To keep meetings orderly.
- O Council Comments Councilors may ask questions of Staff, however Staff will not be required to provide an answer if asked during the meeting unless the question has been presented to the City Manager at least 24 hours prior to the meeting. City Manager Questions can also be directed to the Department Head.

Councilor Stone stated this practice needs to go both ways; Council sometimes gets information at the meeting rather than 24 hour prior.

Councilor Luzier didn't feel there is a problem with bringing a question to Staff that can be answered at a later time, does not agree with putting Staff on the spot or blindsiding them at meetings.

Staff cannot be required to spend more than 20 minutes of staff time researching/compiling information to answer questions raised by an individual Councilor.

City Manager – It is not a problem if directly related to an agenda item and for full Council to consider.

- O Abstaining from a vote shall be recorded as an affirmation of the vote. If abstaining, must provide a reason. Even if a Councilor is not present at a meeting, but reads the minutes, they can still cast their vote regarding the approval of the minutes without abstaining.
- o Differences between potential, actual, and perceived conflicts of interest were explained.

Councilor Stone – At each meeting the Mayor is supposed to ask if a Councilor has conflicts to declare. Mayor McKnight felt there isn't a need to announce that at every meeting, Councilors are adults and should know if they need to declare any types of conflicts of interest.

City Attorney, Chad Jacobs explained the different scenarios regarding conflicts of interest. Certain meetings, such as Quasi-Judicial have State Law requirements regarding the declaration of conflicts of interest. The State does not require this to be read at all Council meetings. Since this Council Rule is not being followed, would encourage Council to amend this policy.

o When attending an Executive Session, information discussed is privileged and cannot be repeated outside of the meeting.

City Manager added if a Councilor has an idea to explore, rather than picking up the phone and talking to other Councilors, ask Mayor to put it on the agenda for the entire Council to discuss, use the governance process.

ADJOURNMENT -	1 . 0 15	
With no further discussion meeting was adjourn	Approved:	Jerry Gillham, City Manager
Respectfully submitted,		
Diane Harris, Deputy City Recorder		Todd McKnight, Mayor



### City of Sutherlin

Application for Citizen Committee/Commission/Board Appointment

Name DACE Count Date 1-1-19
Address 1854 E Continu Phone 541-643-3402
Email Sh Counts Q tolo font. Com Bus. Phone
Length of Residency in Sutherlin So year, Registered Voter? You
Candidate for position on <u>budge</u> t
Relevant background and experience ON Bad657 Lost
Candidate for position on <u>Fudget</u> Relevant background and experience <u>ON Budget Unst</u> (John, Pn/ How work w. Th Mony  City
What are your major interests or concerns in the City's programs?
Why would you like to be appointed to this position?
To Holf The C.4 Ms 12 toxos
<b>RETURN THIS FORM TO:</b> City Recorder, 126 E. Central Ave., Sutherlin, OR 97479 *********************************
For Office Use Only: Date received: ////2017
Date considered: 2/13/17
Action by Council Term Expires:
Nov 2016 revised



## Action Items and/or General Business





City of Sutherlin

126 E. Central Avenue Sutherlin, OR 97479 541-459-2856 Fax: 541-459-9363 www.cityofsutherlin.com

th 2000 (Thy of Subsection					
		STAFF REPO	RT		
Re: Finance Commit	tee Appointment			Meeting Date:	02/13/17
Purpose:	Action Item	Workshop	Report Only	Discussion	Update
Submitted By: Dan Wilson, Finance Director  City Manager Review					
Attachments: No	ne				
	WHAT IS	BEING ASKED (	OF COUNCIL?		
Approve the appoi	intment of one new	member of Cou	ıncil to serve on	the Finance Com	ımittee.
EXPLANATION					
Currently Council committee meets	r and new members President Luzier periodically to discention	and Councilor cuss City financ	Boggs are ser e related issues	ving as membe	ers. This
		OPTIONS			
Nominate and app	prove a member of C	Council to serve	on the Finance (	Committee.	
		IGGESTED MOT	ION(S)		

I spoke with Councilor Vincent on a previous occasion about serving in this capacity and he was agreeable. I believe he would be a good addition to the committee.



Sutherlin, OR 97479 541-459-2856 Fax: 541-459-9363 <u>www.cityofsutherlin.com</u>

126 E. Central Avenue

#### City of Sutherlin

il 3007 (fig of Subwelle					
		STAFF REPO	RT		
Re: Procurement of Scott SCBA Air Packs, Cylinders & Face-Pieces Meeting Date: 02/13/2017					
Purpose:	Action Item	Workshop	Report Only	Discussion	Update
Submitted By: Kirk M. Sanfilippo, Director of Public Safety  City Manager Review					
Attachments: FEMA Grant Award Letter & Request for Proposal and Quote from Cascade Fire Equipment Company					
WHAT IS BEING ASKED OF COUNCIL?					
Approve the procurement of Scott Self-Contained Breathing Apparatus Packs (SCBAs), Cylinders and Face-Pieces from Cascade Fire Equipment Company for the total cost of \$162,108.00					

#### **EXPLANATION**

In 2015 the Sutherlin Fire Department submitted a grant request to the Federal Emergency Management Agency, Department of Homeland Security, and Assistance for Firefighters grant program. In August, 2016, we received notice of approval in the amount of \$162,058.00, with a City match amount of 5% (totaling \$8,102).

To comply with City and State procurement laws, in November, 2016, the City of Sutherlin released a Request for Proposal (RFP), soliciting bid specifications for equipment: 24 - SCBA Packs, 48 - SCBA 4500 PSI, 45 minute Air Cylinders, and 30 – SCBA Face-Pieces. The formal RFP was released in December, 2016, and closed in early January, 2017. The only respondent was Cascade Fire Equipment Company, with a quote totaling \$162,108.

Staff is requesting authorization from City Council to procure the listed equipment for a total amount of \$162,108.00. The City's share/obligation is \$8,102, and this amount was included in the current fiscal year budget.

#### **OPTIONS**

- 1) Approve the procurement of the Scott SCBA Air Packs, Cylinders & Face-Pieces as presented;
- 2) Approve the procurement of the Scott SCBA Air Packs, Cylinders & Face-Pieces with City Council amendments;
- 3) Not approve the procurement of the Scott SCBA Air Packs, Cylinders & Face-Pieces.

U.S. Department of Homeland Security Washington, D.C. 20472



Mr. Jeremiah Mcleod Sutherlin, City of 126 E. Central Ave Sutherlin, Oregon 97479-9556

Re: Award No.EMW-2015-FO-00995

Dear Mr. Mcleod:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Assistance to Firefighters Grant has been approved in the amount of \$162,058.00. As a condition of this award, you are required to contribute a cost match in the amount of \$8,102.00 of non-Federal funds, or 5 percent of the Federal contribution of \$162,058.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie Assistant Administrator for Grant Programs

#### City of Sutherlin Request for Proposal Fire Support Equipment

#### Scott SCBA Air Packs, Cylinders & Face-pieces

#### NOTICE

The City of Sutherlin is accepting Price quotes for the following Scott manufactured items:

Quantity	Description	Unit Price	Total	Delivery Date
24	SCBA Packs attached specifications	\$ 5,509.00	\$ 132,216.00	30 days ARO
48	SCBA 4500 PSI, 45 Minute Air Cylinders			
*****	attached specifications		(\$_22,032.00)	30 days ARO
30	SCBA Face-pieces attached specifications		\$ 7,860.00	30 days ARO

Total Bid \$\_162,108.00

#### **BACKGROUND**

In November of 2016, the City of Sutherlin released a Request for Proposal (RFP), soliciting bid specifications for the equipment described above. Specifically, on November 22, 2016, responders were asked to present their equipment product qualifications to the City of Sutherlin in which a select review team subsequently scored the equipment description presentation by each vendor according to the following for purposes of finding the best product match for the City.

1	Initial Pack Evaluation	
2	Donning SCBA Pack	
3	Donning Face-piece and Off Air Breathing	<u> </u>
4	On Air and Pre-entry Test	
5	Peak Load Performance and Breathing on Air	
6	Harness Security/Chopping Test	
7	Harness Freedom/Pike Pole Pulling	
8	Balance and Reaching	
9	Hose Roll	
10	PASS Device	
11	Low Air Alarm	
12	Doffing and Cleaning	
13	Air Cylinder Change-out	
14	Air Cylinder Fills	

#### SUBMISSION OF PROPOSAL

To receive consideration, all cost proposals must be submitted in accordance with the following instructions:

1. All proposals shall be delivered to:

City of Sutherlin Attn: Dan Wilson, Finance Director 126 East Central Avenue Sutherlin, OR 97479

- Submit three copies that contain a specific item price for each product and a total as depicted in the "Product Specifications" section below and provide certification/verification that your cost-for-product bid is qualified and valid for at least 90 days.
- Submit within your bid any pertinent information regarding warranty period, ongoing service support, your experience in support of the product we are seeking to purchase, and technical training your firm/company will provide should your firm/company be the selected.
- 4. Submit within your bid at least three references we could contact pertaining to your "after the sale" service support for the Scott-manufactured fire services products.
- 5. The proposal must be clearly marked "PROPOSAL FOR SCOTT-MANUFACTURED FIRE SERVICES PRODUCT" and in a sealed envelope.
- 6. Maintaining the integrity of this RFP/Cost-bid process is extremely important to the City of Sutherlin. As such, all questions shall be directed to the RFP coordinator, Charles Perdomo, at (541) 459-1394 or email <a href="mailto:c.perdomo@ci.sutherlin.or.us">c.perdomo@ci.sutherlin.or.us</a>.
- 7. The City of Sutherlin reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.
- 8. Bids are due no later than 5:00 pm January 5, 2017.

#### QUALIFICATION EVALUATION CRITERIA

The City will follow a selection procedure that involves the review of all qualified proposals, and the evaluation and ranking of submittals in the following manner:

#### 1. REFERENCES; Submitted? Y/N

10 POINTS

Did proposer submit all materials requested as described?

#### 2. QUALIFICATIONS/ABILITY TO PERFORM:

25POINTS

After review of references and consideration of warranty and continuing service support, and Product Specifications; does this vendor meet or exceed our expectations? Has this firm adequately identified a strong record of experience in the sale, service support and employee training of the Scott-manufactured product we seek for the City of Sutherlin?

3. CERTIFIED COST: 65POINT

Did proposer submit a cost when coupled with service support, experience and record of ongoing service; is the highest and best option for the City of Sutherlin?

#### GENERAL INFORMATION

#### INTERVIEWS

Proposers may be invited to an interview with the City's Selection Committee. Selected responders will be contacted regarding time and location of an interview.

#### **COMPLIANCE WITH RULES**

Proposers responding to this RFP must follow its procedures and requirements. Except as otherwise provided in the RFP, applicable provisions of Oregon Administrative Rules Chapter 137, Division 47 shall apply to all personal service contracts of the City. Failure to comply with or complete any part of this RFP may result in rejection of your Proposal. The City hereby, reserves the right to seek clarifications at any time during this selection process.

#### SUPPLEMENTARY RULES OF PROCESS

- City reserves the right to seek clarifications from individual responders during the RFP process.
- 2. City reserves the right to negotiate a final contract that is in the best interest of the City.
- 3. All responders to this RFP do so solely at their expense. City is not responsible for any proposer expenses associated with this RFP.
- 4. City reserves the right to reject any and all proposals and reservation of right to cancel this RFP at any time if doing so is in the public interest.
- 5. Any and all protests by proposer are governed by Division 48 rules.
- City reserves the right to request of any proposer for any information City deems reasonably necessary to permit City to evaluate, rank, and select the most qualified proposer.

F.C.	
1.7	PROPOSAL WITHDRAWAL

Any Proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the proposer from filing a new Proposal.

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- 1	40	_		Р.		41	

Proposers who wish to appeal a disqualification of proposal or the award of contract may submit

the appeal in writing to the City Manager's Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Sutherlin

Attn: City Manager 126 East Central Avenue Sutherlin, OR 97479

#### OWNERSHIP OF DOCUMENTS

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

#### CONFIDENTIALITY OF INFORMATION

All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

#### PUBLIC RECORD

All Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all Proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

#### PRODUCT SPECIFICATIONS

#### **Self-Contained Breathing Apparatus**

#### General

- Any deletions, variations, or exceptions to the specifications must be explained and submitted with the bid.
- 2. The successful bidder agrees to furnish the City all the materials required to properly and safely operate the SCBA, which include: operator's manual, service and repair manual, parts manual and user training.
- Bids are for twenty four (24) SCBA packs, (48) SCBA 4500 PSIG, 45 Minute Air Cylinders and (30) SCBA Face-piece all meeting the regulatory approvals contained in the bid specifications herein.
- 4. Bids must be submitted on forms supplied by the City, and bidders must comply with all conditions in the bid specifications.
- 5. Bidder will guarantee bid price for 60 days from the date of the bid opening.
- 6. Please make prior arrangements to view Trade-In Equipment listed on the Request for Quote form by contacting:

#### Detailed

The purpose of this bid specification is to establish the minimum requirements for an open-circuit self-contained breathing apparatus (SCBA). The SCBA shall consist of the following major sub-assemblies: (1) full face-piece assembly; (2) a removable, face-piece-mounted, positive pressure breathing regulator with air-saver switch; (3) an automatic dual path redundant pressure-reducing regulator; (4) end-of-service time indicators; (5) a harness and back-frame assembly for supporting the equipment on the body of the wearer; (6) a shoulder strap mounted, remote gauge indicating cylinder pressure; (7) a rapid intervention crew/universal air connection (RIC/UAC); and (8) cylinder and valve assembly for storing breathing air under pressure.

The successful bidder agrees to provide, at their own expense, a factory trained instructor for such time as the respirator user shall require complete instruction in the operation and maintenance of the respirator. Any exceptions to these specifications must be detailed in a separate attachment. Failure to do so will automatically disqualify the bidder.

The successful bidder must be a sales distributor, authorized by the manufacturer, to sell the equipment specified herein. A signed document from the manufacture confirming this must be included with the bid.

The SCBA shall maintain all NIOSH standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.

#### **Regulatory Approvals** X The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological and nuclear protection (CBRN). X The SCBA shall be compliant to the NFPA 1981, 2013 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services. X The SCBA shall be compliant to the NFPA 1982, 2013 Edition (if including optional PASS Device), Standard on Personal Alert Safety Systems. X If the SCBA is to include an optional integrated self-rescue device, the device shall be compliant to the NFPA 1983, 2012 Edition, Standard on Life Safety Rope and Equipment for Emergency Services. X All electronic components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F and G, Hazardous locations. Required Components Face-piece X The face-piece shall be approved for use with multiple respiratory applications to enable the same user to switch from one application to another without the use of tools and without doffing the face-piece. X The full face-piece assembly shall fit persons of varying facial shapes and sizes with minimal visual interference. X The full face-piece assembly shall be available in three sizes marked "S" for small, "M" for Medium and "L" for large. X The face-piece sizes shall be easily identifiable through a color-coding scheme. X The face-piece assembly, including head harness, shall be latex free. X In accordance with NIOSH 42 CFR part 84, the face-piece meets penetration and impact requirements, including compliance with ANSI Z87.1 – 2010. X The lens shall have a coating to resist abrasion and chemical attack and meet the requirements of NFPA-1981, for lens abrasion. X The head harness shall be a five-point suspension made in the fashion of a net hood to minimize interference between securing of the face-piece and the wearing of head protection, and be constructed of a para-aramid material for fire, first responder and CBRN applications.

#### Mask-Mounted Regulator X The face-piece-mounted positive pressure-breathing regulator shall supply and maintain air to the facepiece to satisfy the needs of the user at a pressure greater than atmospheric by no more than 1.5 inches of water pressure static. X The breathing regulator shall maintain positive pressure during flows of up to 500 standard liters per minute. X The regulator shall also meet or exceed a dynamic flow requirement of remaining positive while supplying a minute volume of 160 liters. X The regulator shall have a quick connect coupling in line for use with the optional outlet manifold and accessory hose to allow the breathing regulator to be disconnected from the unit and reconnected to the auxiliary hose of a second unit in the event rescue is required. X The quick connect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and/or in low light conditions. X The coupling shall also be guarded against inadvertent disconnect during use of the equipment. X The user shall hear an audible sound when the regulator is attached correctly to the face-piece. X A purge valve shall be situated at the inlet of the breathing regulator and shall be capable of delivering airflow of between 125 and 225 standard liters per minute. Pressure Reducer with Snap-Change Cylinder Connection X The pressure-reducing regulator shall be mounted at the waist on the back-frame and be coupled to the cylinder valve through a patented stainless steel quick connect snout for engagement and sealing within the cylinder valve outlet. X The cylinder shall be secured to the pressure-reducing regulator with quick disconnect function. X The quick disconnect function shall be secured to prevent removal of the cylinder while the SCBA is pressurized. X In lieu of a manual by-pass, the pressure-reducing regulator shall include a back-up pressure-reducing valve connected in parallel with the primary pressure-reducing valve and an automatic transfer valve for redundant control. End-of-Service Time Indicator (EOSTI)

X

(HUD).

The SCBA shall have two end-of-service time indicators (EOSTI). A tactile alarm and a Heads-Up Display

This alarm device shall indicate either low cylinder pressure (33% +5%, -0%) or a malfunction of the primary pressure-reducing valve (first stage regulator).
The HUD shall serve as the secondary EOSTI.
The HUD shall display cylinder pressure in increments of 100%, 75%, 50% and 33%.
The HUD shall have a low battery indication that is distinct and distinguishable from the bottle pressure indications.
Harness and Back-frame Assembly
A lightweight, lumbar support style back-frame and harness assembly shall be used to carry the cylinder and valve assembly and the pressure-reducing regulator assembly.
The back-frame shall include a strap and a double-locking latch assembly to secure 4500psig, 45 and 60 minute air cylinders.
The harness assembly shall include shoulder and hip pads.
The harness shall include a seat-belt type waist attachment.
The shoulder strap shall be fitted with a Drag Rescue Loop (DRL) capable of being deployed in an emergency situation to drag a downed firefighter to safety.
Control Console with Heads-Up Display (replace this section if requiring a PASS device, see below)
The pressure gauge shall be an integral part of the control console assembly.
The control console shall come with a pressure gauge that is angled with a sweeping display.
The control console shall contain an integral lit mechanical pressure gauge that is automatically turned on by opening the cylinder valve.
Rapid Intervention Crew / Universal Air Connection (RIC/UAC)
The SCBA shall incorporate a RIC/UAC fitting to be compliant with the 2013 edition of the NFPA 1981 Self-Contained Breathing Apparatus standard.
The RIC/UAC shall be an integral part of the pressure reducer and protected by the back-frame.

The RIC/UAC shall consist of a connection for attaching a high-pressure air source and a self-resetting relief valve allowing a higher pressure than that of the SCBA to be attached to the SCBA.
The RIC/UAC shall have a check valve to prevent the loss of air when the high-pressure air source has been disconnected.
<u>Cylinder</u>
The cylinder valve shall be a "fail open" type, constructed of forged aluminum and designed such that no stem packing or packing gland nuts are required.
No adjustment shall be necessary during the life of the valve.
The SCBA shall maintain all NIOSH and NFPA standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.
The cylinder shall be manufactured in accordance with DOT specifications and meet the Transport Canada requirements with working pressures of 4500 psig.
The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total overwrap of carbon fiber, fiberglass and an epoxy resin.
The cylinder shall be available in 45-minute and 60-minute duration based on the NIOSH breathing rate of 40 liters per minute (lpm).
The cylinder shall be available in an approved 30-year life design as defined by the DOT Special Permit 14232.  California gooded hour an end of life of
Warranty
The unit shall be covered by a warranty providing protection against defects in materials or workmanship.
Personal Alert Safety System
The PASS Device shall be compliant to the NFPA 1982, 2013 Edition Standard on Personal Alert Safety Systems.
Operation of this distress alarm shall be initiated with the opening of the valve of an SCBA charged cylinder.
The system shall feature a "hands-free" re-set capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alarm mode.
The battery life of the SCBA with PASS only shall be no less than 200 hours.

ŽX S	The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.
X	The PASS device shall contain two components: a Console and a Sensor Module.
X	When the PASS device goes into pre-alarm, the user shall be notified through a distinct light pattern in the HUD display.
<b>Ø</b>	The console shall contain an integral edge lit mechanical pressure gauge that is automatically energized by opening the cylinder valve.
	A red color-coded push button shall permit manual activation of the full alarm mode.
<b>X</b>	The sensor module sound emitters shall be oriented in multi-directions for optimal sound projection.
Eme	rgency Breathing Support System "Buddy Breathing"
X	The Dual Emergency Breathing Support System (EBSS) shall be approved to NIOSH 42CFR, Part 84 and NFPA 1981, 2013 Edition.
	The Dual EBSS shall have one of each of the following requirements; (1) a manifold with one each of female socket and male plug, both of which have check valves, (2) 40" minimum low-pressure hose, (3) a south for storing the hose, and (4) a dust cap for the female socket and male plug.
<b>⊠</b> fe	The Dual EBSS shall be positioned on the wearer's right side and shall be capable of allowing for six eet of hose between like systems.
X	The female socket shall have a double action to disengage, noted as a "push-in/pull-back".
<b>X</b> p	The hose shall be made of high temperature rubber capable of sustaining a maximum 250 psig of ressure.
<b>V</b> "	The Dual EBSS shall have provision for connection of a supplied airline for extended duration use, while reserving the cylinder supply for egress.
Elect	ronic Voice Amplifier
ve ve	The SCBA unit shall have an optional voice amplification device to electronically project the user's oice.
<b>⋈</b> it	The voice amplification device shall be modular and removable in the event that it becomes inoperable, could be replaced without putting the entire SCBA unit out of service.



P.O. BOX 4248 • MEDFORD, OREGON 97501 (800) 654-7049 • (541) 779-0394 • Fax (541) 779-8847 sales@cascadefire.com • www.cascadefire.com

QUOTE

ACCOUNT 0002132

SHIP TO SUTHERLIN FIRE DEPT.

250 S STATE ST SUTHERLIN OR

DATE	QUOTE NO.	SALESPERSON	TAKEN BY	PAY TYPE
01/02/17	QUOTE	5	Matt	Net 30

LINE	QTY	UNIT	PROD	DESCRIPTION	UNIT PRICE	EXT PRICE
				SCOTT X3 SNAP CHANGE AIR PAK		
1	24	EA	X3414P2220202	4500 PSI, PASS ALERT	4348.000	104352.00
2	24	EA	UPGRADE	DUAL EBSS SYSTEM	410.000	9840.00
3	24	EA	UPGRADE	QUICK CONNECT REGULATOR	209.000	5016.00
4	24	EA	UPGRADE	SCOTT EPIC 3 RADIO DIRECT INTERFACE VOICE AMP	542.000	13008.00
5	24	EA	SC200129-01	SCOTT CYLINDER, SNAP CHANGE 4500PSI, 45 MINUTE	918.000	22032.00
6	24	EA	SC200129-01	SCOTT CYLINDER, SNAP CHANGE 4500PSI, 45 MINUTE	0.000	0.00
7	30	EA	SC201215-05	AV3000 HT MASK W/ COMMUNICATIONS BRACKET	262.000	7860.00
8	1	EA	M1234	1ST YEAR FLOW TESTING	0.000	0.00

PRICING GOOD FOR 90 DAYS

TOTAL FREIGHT	TOTAL TAX	TOTAL
0.00	0.00	162108.00



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PRICING GOOD FOR 90 DAYS

TOTAL FREIGHT	TOTAL TAX	TOTAL
0.00	0.00	162108.00



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DATE	QUOTE NO.	SALESPERSON	TAKEN BY	PAY TYPE
01/02/17	QUOTE	5	Matt	Net 30

LINE	QTY	UNIT	PROD	DESCRIPTION	UNIT PRICE	EXT PRICE
				SCOTT X3 SNAP CHANGE AIR PAK		EATTERIOL
1	24	EA	X3414P2220202	4500 PSI, PASS ALERT	4348.000	104352.00
2	24	EA	UPGRADE	DUAL EBSS SYSTEM	410.000	9840.00
3	24	EA	UPGRADE	QUICK CONNECT REGULATOR	209.000	5016.00
4	24	EA	UPGRADE	SCOTT EPIC 3 RADIO DIRECT INTERFACE VOICE AMP	542.000	13008.00
5	24	EA	SC200129-01	SCOTT CYLINDER, SNAP CHANGE 4500PSI, 45 MINUTE	918.000	22032.00
6	24	EA	SC200129-01	SCOTT CYLINDER, SNAP CHANGE 4500PSI, 45 MINUTE	0.000	0.00
7	30	EA	SC201215-05	AV3000 HT MASK W/ COMMUNICATIONS BRACKET	262.000	7860.00
8	1	EA	M1234	1ST YEAR FLOW TESTING	0.000	0.00

PRICING GOOD FOR 90 DAYS

TOTAL FREIGHT	TOTAL TAX	TOTAL
0.00	0.00	162108.00

#### **QUALIFICATIONS AND EXPERIENCE**

Cascade Fire Equipment Company maintains employment of a full time regional account manager, Craig Cockrell. His mission is to maintain a high level of support for all of the products we sell. We feel this is best achieved through face to face contact with our customers. Mr. Cockrell has been supporting Scott products in Oregon for 9 years, and is very experienced as a liaison between Scott SCBA users and the factory.

The personnel that would participate in the service of your account are listed below with contact information:

Craig Cockrell Regional Sales Representative, Oregon

541-643-8328

craig@cascadefire.com

Jeff Lloyd VP Sales & Operations, Western USA

541-601-4138

jeff@cascadefire.com

Jacob Trautman Scott Service Technician

541-613-7513

Jacob@cascadefire.com

#### REFERENCES

Riddle F.D. Rich Holloway 541-874-2373

250 N. Main Street Riddle, OR 97469

Purchased Scott SCBA's from CFE in October 2016

Bend Fire & Rescue Mike King 541-419-4858

1212 S.W. Simpson Bend, OR 97702

Purchased Scott SCBA's from CFE in June 2016

Clatskanie F.D. Steve Sharek 503-728-2058

280 S.E. Third Street Clatskanie, OR 97016

Purchased Scott SCBA's from CFE in February 2016

#### SUPPORT SERVICES TRAINING

#### OPERATION AND MAINTENANCE

Instruction on in service operational use and maintenance of Scott SCBA will be provided by qualified agents of Cascade Fire Equipment Company at a time and location specified by the end user.

Points to be covered in this training:

- Pre-Operation inspection.
- Proper Donning and Doffing techniques of back frame and harness.
- Proper Donning and Doffing of face piece.
- Proper Donning and Doffing of face piece mounted regulator.
- Operation and understanding of Integrated Pass System, and Buddy lights.
- Explanation and understanding of Internal and External Heads Up Display system.
- Proper use and limitations of Buddy Breathing System.
- Proper use and limitations of RIC/UAC system.
- SCBA cylinder swapping instruction.
- Proper cleaning and disinfecting of 2<sup>nd</sup> stage face piece mounted regulator.
- Proper cleaning, disinfection, and storage of face piece.
- · Battery replacement.

#### FIELD LEVEL MAINTENANCE

Instruction on non-technical service and repair of Scott SCBA will be provided by qualified agents of Cascade Fire Equipment at a time and location specified by Sutherlin Fire Department. The frequency and duration of sessions will be scheduled in cooperation with CFE agent, and end user personnel.

#### OVERALL COST OF OWNERSHIP

The SCBA's are required to be flow tested annually and this cost should be budgeted for. The current cost for this service is \$55 per SCBA. Service is done on-site by our Scott certified tech. This price may increase annually based on inflation. Cascade is providing the first year of this service at no charge to Sutherlin Fire. It will be scheduled approximately 12 months after delivery of equipment.

#### SCOTT SAFETY

### LIMITED WARRANTY ON NFPA 1981 AND NFPA 1982, 2013 COMPLIANT AIR-PAK SCBA 2.2/4.5/5.5 PRODUCTS

Scott Safety (SCOTT) warrants NFPA 1981 and NFPA 1982, 2013 Compliant AIR-PAK SCBA 2.2/4.5/5.5 PRODUCTS (THE PRODUCTS) to be free from defects in workmanship and materials for a period of ten (10) years from the date of original manufacture by SCOTT. This warranty applies to all components of THE PRODUCTS including all accessories and optional equipment purchased and supplied at the time of original sale of THE PRODUCTS, EXCEPT pressure reducers, consumable supplies and carrying cases. SCOTT warrants all pressure reducers supplied with THE PRODUCTS to be free from defects in workmanship and materials for a period of fifteen (15) years from the date of original manufacture by SCOTT. SCOTT further warrants all communications devices, unused consumable supplies, and carrying cases supplied with THE PRODUCTS to be free from defects in workmanship and materials for one (1) year from the date of original manufacture by SCOTT. SCOTT's obligation under this warranty is limited to replacing or repairing (at SCOTT's option) THE PRODUCTS or components shown to be defective in either workmanship or materials.

Only personnel of SCOTT or, when directed by SCOTT, authorized SCOTT agents are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repairs of or alterations to THE PRODUCTS made by owner or any third party unless expressly permitted by SCOTT product manuals or by written authorization from SCOTT. To obtain performance under this warranty, and as a condition precedent to any duty of SCOTT, the purchaser must return such products to SCOTT, a SCOTT authorized distributor or a SCOTT authorized service center. Any product returned to SCOTT shall be sent to "SCOTT SAFETY" (Attn: Warranty Claim Dept.), P.O. Box 569, Monroe, NC 28111.

This warranty does not apply to any malfunction of or damage to THE PRODUCTS resulting from accident, alteration, misuse or abuse.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF SCOTT SAFETY PRODUCTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY.



126 E. Central Avenue Sutherlin, OR 97479 541-459-2856 Fax: 541-459-9363 www.citvofsutherlin.com

## City of Sutherlin

STAFF REPORT									
Re: Ford's Pond Community Park Master PlanMeeting Date:02-13-201									
Purpose:	Action Item ⊠	Workshop	Report Only	Discussion	Update				
Submitted By: Bria	City Manager Review	$\boxtimes$							
Ford's Pond Community Park Master Plan (RFP), Cameron McCarthy Landscap  Attachments: Architecture & Planning submittal, Approved Res. 2016.20 Grant Agreemen  Friends of Ford's Pond Letter of Financial Commitment									

#### WHAT IS BEING ASKED OF COUNCIL?

Council is being asked to award the contract to Cameron McCarthy Landscape Architecture & Planning in the amount \$49,600 for the Ford's Pond Community Park Master Plan.

#### **EXPLANATION**

The City of Sutherlin has teamed up with the non-profit Friends of Ford's Pond and has chosen a proposal from a qualified firm for performing design and planning work to produce a Master Plan for Ford's Pond Community Park. Fords Pond Community Park is home to a blend of uses including fishing, birding, hiking, and boating. The property is 202 acres, including the 95-acre Ford's Pond, and is currently undeveloped with only a primitive 1.7 mile loop trail around the pond.

The Scope of Work includes, but is not limited to site analysis and assessment, community outreach and public input, park master plan schematics, including design development, phasing of the construction and costs, and maintenance and revenue generation. Importance is placed on the community outreach, utilizing placemaking tools and techniques to direct a community-driven process encouraging citizens to envision potential park uses, taking into account local values, existing park assets, and fiscal limitations.

The Ford's Pond Community Park Master Plan is being funded by an Oregon Parks and Recreation Grant in the amount of \$40,000, a \$10,000 grant to Friends of Ford's Pond from The Ford Family Foundation and \$5,000 donations from local business and residence for a total of \$55,000.

#### **OPTIONS**

Award the contract to Cameron McCarthy Landscape Architecture & Planning for \$49,600 Not award contract to Cameron McCarthy Landscape Architecture & Planning for \$49,600

#### SUGGESTED MOTION(S)

- 1. Motion to award the Ford's Pond Community Park Master Plan contract as submitted to Cameron McCarthy Landscape Architecture & Planning in the amount \$49,600
- 2. Motion to not award the Ford's Pond Community Park Master Plan contract as submitted to Cameron McCarthy Landscape Architecture & Planning in the amount \$49,600



# City of Sutherlin Request for Proposal To Provide Services For Ford's Pond Community Park Master Plan

#### **INVITATION TO SUBMIT PROPOSALS**

The City of Sutherlin (City) is seeking proposals from a qualified firm for performing design and planning work to produce a Master Plan for Ford's Pond Community Park.

#### SUBMISSION OF PROPOSAL PACKAGE

To receive consideration, proposal packages must be submitted in accordance with the following instructions:

1. All proposal packages shall be delivered to:

City of Sutherlin Community Development Director Attn: Brian Elliott 126 East Central Ave. Sutherlin OR, 97479

- 2. Submit seven (7) copies of the proposal by 3:00 p.m. on January 31, 2017.
- 3. The proposals must be clearly marked "Proposal for Ford's Pond Community Park Master Plan."
- 4. Maintaining the integrity of the RFP process is extremely important to the City of Sutherlin. As such all questions, shall be directed to Brian Elliott Community Development Director, at (541) 459-2856 or email <a href="mailto:b.elliott@ci.sutherlin.or.us">b.elliott@ci.sutherlin.or.us</a>. Prior to contact, please review the General Information regarding Additional Information Requests, located on Pages 10 & 11 of this packet. Answers to all questions will be posted online and made available to all firms intending to submit a proposal package. Failure to adhere to these restrictions may significantly reduce your prospects for selection.
- The City of Sutherlin reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

#### **GENERAL INSTRUCTIONS**

The City of Sutherlin invites qualified individuals or firms to submit a proposal package to provide services for Ford's Pond Community Park Master Plan as described in the specifications set forth in this RFP. All submittals are subject to the provisions and requirements of the City of Sutherlin Rules of Local Contract Review and the Oregon Revised Statutes, and the Attorney General's Model Public Contract Rules.

#### PROPOSAL PACKAGE REQUIREMENTS

Your PROPOSAL package must not exceed 12 pages and at a minimum shall include the following:

- 1. Cover Letter. All proposal packages must include a cover letter, made to the attention of Brian Elliott, Community Development Director, and signed by a person legally authorized to bind the applicant to its Proposal. The cover letter shall include any potential conflicts of interest your firm or any key individual may have with this project. Additionally, the cover letter must include the following items:
  - a. The firm's name.
  - b. The names of local partners/principals and the number of local personnel.
  - c. The address, telephone, and fax numbers of the firm.
  - d. The contact information, including an email address of the person(s) who are authorized to represent the firm.
- Personnel. All proposal packages must include the following information related
  to key personnel who will be working on this project. Please note that the City's
  contract for professional services for this project will require commitment from the
  selected firm that the personnel listed below will be assigned to the project in
  the roles stated by your firm.
  - a. The names of the partners, managers and other key staff persons who will be assigned to the project along with brief resumes that indicate their experience in Park Planning and Design, Specifically Landscape Architecture.
  - b. Indicate the key staff's job classification, roles and responsibilities, professional registrations and certifications, and office location. Experience with Design of Parks and Open Spaces is a High Priority.
  - c. An 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.
  - d. For the proposed sub-consultants, please provide the name of each firm, the office location, contact name and telephone number, and the services to be provided.

- 3. **References**. All proposal packages must include the following information related to the references and qualifications relative to the scope of work associated with this proposal.
  - a. List of Oregon local government jurisdictions your firm is currently providing services and/or Design services for or has provided within the last five years.
  - b. Relevant Project Summary/Profile Sheets completed within the last five years. At a minimum, the sheets shall provide a brief description of the project, provide date Design was completed, and total cost of Project. Provide staff that was involved with the project. Provide owner information and contact person.
  - c. Provide references for your team members, concentrating on those members who will have the greatest degree of involvement on the project. Indicate the project involved and the individual's role. Provide contact information for the reference.
- 4. **Project Approach and Proposal.** A preliminary scope of work has been included with this RFP, however it is anticipated that the proposal will include any amendments and/or provide additional recommendations based on the consultant's experience on similar projects. Describe how your team will meet the project goals and summarize why your firm should be selected.

#### **QUALIFICATION EVALUATION CRITERIA**

The City will follow a select procedure that involves the review of all qualified proposals, the evaluation and ranking of submittals, negotiation of fees with the most qualified firm and award of contract based upon our local and state procurement requirements. The evaluation committee will be comprised of City Staff, Park Advisory Committee and Friends of Ford's Pond. The selection will be based on the following criteria:

#### STATEMENT OF QUALIFICATIONS

Are similar and current projects included to document the consultant's qualifications? Are individual staff members identified to document the Consultant has the staff to perform the work? Does consultant have appropriate management and support staff with the required experience for work on this type of project? Is the staff identified in the Proposal the same staff that performed the work on the projects submitted? Is the proposal clear, concise, and complete?

#### **PROJECT STAFFING**

Is the project manager qualified to manage all phases of the project? Does support staff have sufficient experience with related work? Are all required disciplines represented in this scope of work? If sub-consultants are proposed, have they worked with the consultant before? Have all team members had similar experience regarding project scope and magnitude?

#### PROJECT EXPERIENCE

Are similar and current projects submitted as examples? Does the reference confirm a "job well done?" Are references current and accessible?

#### **PROPOSED SERVICES**

Is a clear understanding of the project stated and demonstrated throughout? Is the scope detailed and comprehensive? Is the scope consistent with the teaming and staffing levels?

#### PROPOSAL CONTENT

Does proposal present all required material in a clear and professional manner? Does proposal address all required information?

#### I. PROJECT BACKGROUND AND DESCRIPTION

The City of Sutherlin (City) is seeking proposals from a qualified firm for performing design and planning work to produce a Master Plan for Ford's Pond Community Park. Ford's Pond is located in Sutherlin, Oregon, with a physical address of 382 Church Road, and is situated on City property. The non-profit Friends of Ford's Pond (FOFP), has partnered with the City to assist in the coordination of development and maintenance of the property for recreational benefit to the City. The City plans to develop the property as a municipal need, while creating a community asset, thereby serving as a model of what small cities can achieve by working in partnership.

Since the 1960's, Ford's Pond has been popular with residents and visitors alike for fishing, birding, and hiking. In August 2014, the City acquired the 202-acre property as part of the upgrade to its wastewater treatment plant for summer storage of Class A effluent. Sutherlin's current population is 8,025 and the projected population for the year 2037 is 11,594. Sutherlin is located on 6.15 square miles and is bisected by Interstate 5 and State Highway 138. The Ford's Pond property is located on the far western edge of the City's Urban Growth Boundary, the direction of the City's population expansion.

The City is governed by a volunteer council consisting of seven (7) elected officials (mayor and six (6) councilors). The city manager is the administrative head of the city and is hired by the council. The City's Parks Advisory Committee (PAC) is the lead on this project and will provide oversight and recommendations to City Council.

A variety of parks and recreation facilities, services, and programs are provided by the City. Central Park is a 4.2-acre facility heavily utilized and highly popular to local residents. Hartley Park is an 8.8-acre facility offering open space recreation, an off-leash dog exercise area, picnic and barbecue facilities, and play equipment. Red Rock Park is a 25-acre site used to access trails and the annual Sutherlin Stampede Rodeo and Blackberry Festival held in July and August. This project will satisfy priority needs, as identified in the City's Parks and Open Space Plan (POSP). According to the POSP, the Ford's Pond property is identified as a future community park for the City's southwest planning area.

Fords Pond Community Park is home to a blend of uses including fishing, birding, hiking, and boating. The property is 202 acres, including the 95-acre Ford's Pond, and is currently undeveloped with only a primitive 1.7 mile loop trail around the pond. The five (5) acres located in the southeast corner of the property offer opportunities for transformative community engagement.

The City's budget does not commit financial resources to this project nor to the park's construction and future maintenance. A recent ballot measure to fund the local recreation district failed. The citizens are resistant to supporting large infrastructure projects with tax payer dollars, yet often, these are the first suggestions made at public meetings. By utilizing placemaking techniques during public input sessions, the goal is to draw new ideas for revenue strategies and recreational activities at Ford's Pond, including mobile and pop-up events.

In January 2018, the funding for the capital construction phase will be sought from public and private entities, foundations and through grant processes, including the OPRD.

#### II. PRE-PROPOSAL MEETING

A pre-proposal meeting will be conducted on December 13, 2016 at 1:00pm. The meeting will be held at the City of Sutherlin City Hall located at 126 E. Central Avenue, Sutherlin, Oregon 97479. There will be a tour of the Ford's Pond property and a question and answer opportunity. All questions will be documented and provided online for review. This will be your only opportunity to tour Ford's Pond with staff. Attendance from the submitting firm or a subconsultant is required in order to submit a proposal for this project. You must be on time or you will not be allowed to submit your proposal.

#### III. SCOPE OF WORK

The Scope of Work includes, but is not limited to site analysis and assessment, community outreach and public input, park master plan schematics, including design development, phasing of the construction and costs, and maintenance and revenue generation. Importance is placed on the community outreach, utilizing placemaking tools and techniques to direct a community-driven process encouraging citizens to envision potential park uses, taking into account local values, existing park assets, and fiscal limitations.

All work produced by the selected firm for this project will become the property of the City of Sutherlin.

#### SITE ANALYSIS/NEEDS ASSESSMENT

This phase will include an environmental site analysis of the property to consider existing conditions, opportunities, and constraints, along with input from the Planning Team. The City will provide additional information needed to coordinate with the wastewater treatment plant's storage requirements. The consultant will review existing documents and relevant background materials relating to the project, conduct meetings and/or interviews with Planning Team members, as needed, obtain topographical site survey, geotechnical report, and other reports, as needed, and prepare a Site Analysis and any written documents summarizing project issues, etc.

#### Deliverables should include:

- One (1) onsite visit with members of the Planning Team prior to commencing Community Outreach will be required.
- A prepared site analysis summarizing project issues, site opportunities and constraints

 Topographic site survey and geotechnical report and other reports as needed. [Note: The City has topographic and Geotechnical Report site surveys available for use by the contractor]

#### COMMUNITY OUTREACH AND PUBLIC PARTICIPATION

This phase builds support for the park project, solicits community comment, and allows the identification of talents and assets within the community for future development/activities in the park. The consultant will be expected to apply placemaking tools and techniques to facilitate various stakeholders, residents, and community leaders in engagement exercises to create the conceptual design of Ford's Pond Community Park. The objective is to create a design for a vibrant, cost-effective, primarily open-space Natural Park that will be a community asset. The park will be supported through revenue strategies identified through the planning process.

The consultant will utilize their extensive knowledge and expertise of placemaking principles and innovative placemaking tools, including engagement tools, to draw out new ideas, increase public understanding and participation, and expand support for the park. We anticipate most of this process will focus on the future of the southeast corner of the property.

In order to qualify for inclusion in this project, your firm must be able to satisfactorily demonstrate that it can meet the following qualifications/requirements:

- Experience applying placemaking principles to at least two (2) projects with similar objectives and scale within the last five (5) years. Examples should include an outline of the stakeholder engagement that was conducted.
- Strong outdoor public space design expertise and experience applying this expertise to at least one (1) project in the last five (5) years.
- At least one Landscape Architect on this project team.
- At least one project team member with qualifications and experience in conducting training in placemaking and/or innovative stakeholder engagement methods that will be used in this project.

Because this park does not have a commitment of financial support from the City of Sutherlin, other than general landowner maintenance, the public outreach must include identifying revenue strategies, in addition to raising awareness of the funding requirements for the construction, operation, and maintenance of facilities. The use of temporary physical elements, activities, and events to increase use of the park, and allowing the public use patterns to then identify future development, should be explored through the placemaking process. The RFP should identify recreational opportunities not currently available in the area, as alternatives to duplicating park amenities located within a 30-minute drive.

A community outreach strategy should be developed, with a timeline, and include:

- A site visit with members of the Planning Team to identify needs and restrictions of property.
- A focus group meeting with members of the Planning Team, utilizing placemaking training to expand outreach opportunities by the team, prior to holding public meetings.

- At least two (2) public meetings, one (1) held in the evening, prior to design phase, involving stakeholders, community groups, school groups, individuals/residents, etc., to solicit comments.
- Creation of graphic and written information (fliers, surveys, questionnaires, press releases, etc.) to be included in the City's water bill mailings, distributed at community organizations' meetings (Homeowners Associations, Rotary, Lions, Audubon, Chamber of Commerce, etc.), onsite and offsite events, and available online (City and FOFP websites and Facebook pages).

#### MASTER PLAN

Based on the Site Analysis/Needs Assessment and Community Outreach and Public Participation, a list of needs and interests will be identified and refined by the Planning Team and consultant.

Considerations for the master plan:

- Comparisons of materials, including construction costs versus maintenance and repair costs
- Site sensitive design, understanding the natural aesthetics of the park, both in materials and visual distractions
- Sustainable, durable, and attractive park amenities
- ADA accessibility for users and specific activities
- Educational/Interpretive opportunities on historical/environmental resources, including wastewater plant/park dual use; outdoor education area
- Identifying view areas in the design
- Selection of materials for furniture, lighting, trash receptacles, bike racks, benches, etc., including preferred color scheme for maintaining natural park/pastoral theme
- Any play environment design should be well integrated within the overall park vision
- Comprehensive signage plan for directions, park identification, and interpretive displays, possibly utilizing Sutherlin High School sign shop as source
- Security and safety of public, along with primary focus of wastewater storage in Ford's Pond should be integrated into design
- Storm water mitigation and management
- Native vegetation plantings; removal of non-native flora will be ongoing process
- Water use efficiency, low cost operations, day-use only park

At a minimum, certain "needs" have been determined by the Planning Team:

#### Zone 1: Ford's Pond, 95 acres

- The pond's water level will be managed to accommodate the storage of Class A
  treated wastewater during the Summer months (May 1-Oct 31), as specified by the
  Oregon Department of Environmental Quality (DEQ). City Guidelines, allows for nonmotorized boats, and fishing, with the only restrictions being human water consumption
  and swimming.
- Identified needs: Fishing access, boat "launch" access, bird viewing access, wastewater inflow design.

#### Zone 2: Perimeter of Ford's Pond

- The City currently mows a path around the entire perimeter of Ford's Pond for City-owned vehicle access, which serves as a walking path for the public. The path is mostly inaccessible during the rainy season with blackberries hindering travel during the summer months. Still, the 1.75-mile path sees daily use including running, dog walking, walking, biking, fishing access, and birdwatching. The FOFP maintains three refuse cans and provides dog waste bags at the three entry points to the property.
- Identified needs: Year-round access via trails and path (users may include cross-country runners to ADA accessible users), secondary nature trails, benches, birding access, native vegetation for shade and fauna habitat, directional and interpretive signs, dog waste stations and trash receptacles at entry points, pedestrian bridges over swale where needed, pedestrian bridge over outflow. The City may have vehicle access needs in their wastewater treatment plant upgrade design, which could be coordinated with the design and construction of the pedestrian paths and bridges.

#### Zone 3: West Hillside

- The west side of the property transitions to a hillside with an elevation change of 300 feet, it shares borders with private properties and Calapooya Creek. There is a Bonneville Power Administration ROW that bisects the hillside. The top of the hillside offers stunning views of the Sutherlin Valley, Elkhead Mountain, Calapooya Creek, Ford's Pond, and the surrounding area, from a stand of native white oak trees.
- Identified needs: Trail system to the top, allowing alternative loops off the main perimeter trail.

#### Zone 4: Southeast Corner

- This area, approximately five (5) acres, offers the greatest opportunity to create a place for community gathering and engagement. Currently, the area consists of three (3) elevations, transitioning from street level to the perimeter of Ford's Pond's. Due to safety concerns, the area is currently closed to vehicles. This has been identified as the main entrance via Church Road, a Douglas County owned/maintained two-lane road.
- Identified needs:
  - o Parking (including ADA, RV/food truck/school bus, with pull thru entrance/exit)
  - A children's play area. The goal for the play environment design is a creative and exciting yet practical one provides a learning experience for visitors, and that is well integrated within the overall park vision.
  - o Public gathering areas (benches, tables, etc.)
- Entrance signage
- Restroom
- Other needs to be identified through public process

#### A Master Plan process should include:

- Engage community in public meetings/workshops to solicit community input.
- Host workshop(s) to present three (3) design alternatives with selected materials
- Develop Cost Estimate
- Develop implementation program (including factors such as construction phasing options, funding strategies, revenue generation, programming, and stewardship)
- Presentation of Master Plan to City Council on November 13, 2017
- Develop Master Plan

#### Deliverables should include:

- Master Plan: five (5) bound copies
- One electronic copy
- Cost Estimate
- Implementation Plan
- Three (3) 24" x 36" mounted color renderings of approved master plan, with accompanying narrative describing park elements and key principles of design
- All written and graphic materials necessary to conduct community engagement, workshops, and presentations.
- High resolution .jpg of specific site amenities for grant applications, brochures, etc.

#### CAPITAL IMPROVEMENT REVENUE GENERATION STRATEGIES

The City is not providing financial support for the construction of this park. The consultant should explore revenue-generating ideas in the construction design (e.g., engraved pavers, bricks or benches, which may be a donation in honor, sponsorships of portions of trails, sponsorship of trees, etc.). However, donations or sponsorships for the construction of certain projects may also require maintenance agreements be in place prior to any construction or installation approval to avoid an unexpected financial burden that must be then addressed by the City.

#### Deliverables will include:

- Revenue-generating ideas for the construction phase
- Life Cycle and Cost Replacement Model, as needed

#### OPERATING COST MODEL AND PARK MAINTENANCE PLAN

In this scope, an operating cost model and park maintenance plan will be completed for the project. The Park Maintenance Plan should address how maintenance of the park should be funded once the construction phase is completed.

#### Deliverables will include:

- Operating Cost Model
- Life Cycle and Cost Replacement Model, as needed
- List of revenue-generating ideas for future implementation
- Development of a Park Maintenance Plan (minimal use of herbicides is desired)

#### **SUSTAINABLE PARK OPERATIONS**

The success of Ford's Pond Community Park will be measured by public use and support over time. The FOFP recognizes the importance of the implementation of funding strategies for growth and replacement of assets. In addition, there should be diversity in revenue sources, so the park does not become dependent upon one source of funds. Revenue sources including grants, corporate sponsorships, naming rights, contracts, leases, fees, system development charges, donations, and gifts should be explored. These revenue generating opportunities must be consistent with the park's vision.

The City must establish and adopt a revenue and pricing policy for Ford's Pond Community Park, in order to ensure funding is in place for long term park stewardship. All revenue generated by the City's policy should be deposited into an account specifically for Ford's Pond Community Park.

#### Deliverables will include:

- Operating Cost Model
- Park Maintenance Plan
- Life cycle and cost replacement model for elements to be installed onsite
- Recommendations for revenue and pricing policy
- List of revenue-generating ideas for future implementation

#### **GENERAL INFORMATION**

#### **INTERVIEWS**

Proposers *may* be invited to an interview with the City's Selection Committee. Selected Firms will be contacted regarding time and location of an interview.

#### COMPLIANCE WITH RULES

Consultants responding to this RFP must follow its procedures and requirements. Except as otherwise provided in the RFP, applicable provisions of Oregon Administrative Rules Chapter 137, Division 47 shall apply to all personal service contracts of the City. Failure to comply with or complete any part of this **PROPOSAL** may result in rejection of your Proposal.

#### REQUEST FOR ADDITIONAL INFORMATION

Proposers may submit questions or a request for additional information. All questions and/or requests must be submitted either by mail or email:

City of Sutherlin Community Development Attn: Brian Elliott 126 E Central Ave. Sutherlin, OR 97479 b.elliott@ci.sutherlin.or.us All requests for additional information, must clearly reference the "Proposal For Ford's Pond Community Park Master Plan. All requests must be received no later than December 16, 2016 at 3:00 pm. The responses to the requests will be made available at the City's website:

#### http://cityofsutherlin.com

Hard copies of the questions and responses can be mailed upon request for a fee.

#### SCHEDULE FOR RFP EVENTS

RFP Advertised	Nov. 30, 2016 & Dec 2, 2016
Pre-Proposal meeting with site visit	Dec. 13, 2016
Deadline for Additional Information Request	Dec. 16, 2016
Response to Additional Information Requests	Dec. 21, 2016
Proposal Package Due	Jan. 31, 2017
Schedule Interview (subject to City's discretion)	Feb. 3, 2017
Interviews (subject to City's discretion)	Feb. 7, 2017
Contract Negotiation w/ Selected Consultant	Feb. 8-10, 2017
Council Consideration of Contract	Feb. 13, 2017
Award of Project	Feb. 14, 2017
Present Final Report To City	Nov. 13, 2017

#### PROPOSAL WITHDRAWAL

Any Proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the consultant from filing a new Proposal.

#### <u>APPEALS</u>

Bidders who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the City Manager's Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Sutherlin

Community Development Director

Attn: Brian Elliott 126 E. Central Sutherlin, OR 97479

#### **OWNERSHIP OF DOCUMENTS**

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

#### CONFIDENTIALITY OF INFORMATION

All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

#### PUBLIC RECORD

All Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all Proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

#### **INDEMNITY**

The Engineer of Record shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the Engineer of Record or any of its agents, employees or representatives. The indemnity applies to both active and passive acts or other conduct.

#### EMPLOYMENT STATUS

Contractor shall perform the work required by this contract as an independent contractor. Although the Owner reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the Owners cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

Contractor represents and warrants that the Contractor is not an employee of the City of Sutherlin and meets the specific independent contractor standards of ORS 670.600. Contractor is not an officer, employee, or agent of the Owners as those terms are used in ORS 30.265.

Contractor shall be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, the Owners will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations.

Contractor is not eligible for any Social Security, unemployment insurance, or Workers Compensation, from compensation paid to Contractor under this contract except as a self-employed individual.

#### INSURANCE

- 1. General Liability shall be a per occurrence form and must cover the time for which the work is being performed.
- 2. Proof of insurance of not less than the amount required is to be provided. Written notice of cancellation of insurance shall be provided to the City/Agency not less than 30 days prior to the date of cancellation.
- 3. If the City/Agency is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this directive shall be superseded by such limits.
- 4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the contractor assumes full responsibility for the payment of such claim.
- 4. Insurance policy limits shall not be less than those listed in this directive without the consensus of the City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may be waived at the discretion of the City/Agency. Insurance policy limits may be required to be higher based upon the City Manager's review of the specific application for which the certificate is required.
- 5. Tail Coverage": If any of the required liability insurance is on a "claims made" basis, recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:
  - (1) Recipient's completion of all services and the City's/Agency's acceptance of all services required under the Contract/Agreement, or
  - (2) The expiration of all warranty periods provided under the contract/agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.

#### 6. Definitions:

<u>Commercial General Liability:</u> To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

<u>Professional Liability:</u> To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

<u>Automobile Liability:</u> To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

<u>Builders Risk</u>: To cover structures being built, temporary structures at the building site, and building materials not yet having become part of the building. The building materials are covered while on the insured location, in transit, or in storage at another location.

<u>Installation Floater:</u> To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater. This coverage

can cover the property of others in the contractor's care, custody or control that is often excluded under the contractor's general liability coverage.

<u>Umbrella Liability:</u> To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies. Umbrella policies provide three functions:

- (1) To provide additional limits above each occurrence limit of the insured's primary policies;
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted:

and

(3) To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

#### <u>Insurance Requirements: Professional Services contracts/agreements</u>

Commercial General Liability Per occurrence	\$ 1,000,000
Professional Errors and Omissions liability (Per occurrence)	\$ 2,000,000
Workers' Compensation	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
Automobile Liability (Per occurrence)	\$1,000,000

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown. If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract and shall be provided to the City/Agency with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be primary and non- contributory with any insurance maintained by the City/Agency and include a per project aggregate (form CG 2503 05/09 or equivalent).

Such certificate(s) and endorsement(s) shall name the City/Agency as an additional insured commercial general liability, automobile liability, and umbrella liability policies. Copies of such endorsements or coverage enhancements shall be attached to the certificate. A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided. Thirty (30) days written notice shall be provided to the certificate holder prior to cancellation or significant modification of coverage. The Certificate of Insurance(s) and Endorsement(s) shall be provided to the

City/Agency which will become a part of the Contract. Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City/Agency. The City/Agency reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

Consultant will purchase and maintain property insurance for the entire work at the site on a replacement cost basis. Consultant shall obtain, at Consultant's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract. The Installation Floater shall include coverage for testing, if applicable. The minimum amount of coverage to be carried shall be equal to the full amount of this contract. The Consultant will be responsible for any applicable deductibles.

 Non-profits, community groups, and governmental entities that conduct meetings on cityowned property are exempt from the requirements of this administrative directive unless otherwise directed by the City Manager.

#### Ford's Pond Community Park Master Plan Firm

This Contract	is made and entered into this	day of		, 20	by
and between t	the CITY OF SUTHERLIN, an	Oregon municipal	corporation,	hereinafter	called
"CITY", and _		an independent	Contractor	hereinafter	called
"CONTRACTO		•			
SECTION 1.	CONTRACTOR AGREES:				
	Beginning on,Section 3.6 of this Contract, Co				
by the Contrac	•	ONTRACTOR Shar	i pononn the	, scrvices re	quileu

#### **1.2 Services.** CONTRACTOR shall

- 1. Comprise a Park Planning and Design, Landscape Architectural Team that includes qualified professionals proficient in Design of Parks and Open Spaces. This team will work closely with the City Staff, Park Advisory Committee and Friends of Ford's Pond.
- 2. The Park Planning and Design, Landscape Architectural team shall provide constructive input and feedback addressing Ford's Pond Community Park Master Plan's RFP. Coordinate with the City's team to create evaluation criteria that can be based on factors such as impacts to neighbors, cost, land use, expandability, and revenue strategies, mobile and pop-up events.
- 3. Evaluate and/or recommend energy efficient options that may provide savings over the life of the project.
- 4. The Scope of Work shall include, but is not limited to site analysis and assessment, community outreach and public input, park master plan schematics, including design development, phasing of the construction and costs, and maintenance and revenue generation. Importance is placed on the community outreach, utilizing placemaking tools and techniques to direct a community-driven process encouraging citizens to envision potential park uses, taking into account local values, existing park assets, and fiscal limitations:
- 5. Conduct a Final Review Presentation providing the best three (3) Park/Open Space Plans and Highlighting The Most Viable Option for City Consideration.
- 6. Make every effort to adhere to the proposed schedule provided through the RFP.
- 7. Shall submit the Final Report to City on November 13, 2017.
- **1.3** Expenditures. Extraordinary unbudgeted expenditures, from Contracted funds, outside the scope of the work program may not be made by CONTRACTOR without the prior written approval of CITY'S Manager. CONTRACTOR shall promptly pay all expenses it incurs as a result of this Contract and shall comply with all provisions of federal, state and local law applicable to this Contract.

- 1.4 Insurance Requirements. At all times during the term of this Contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the CITY may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the CITY shall be delivered to the CITY prior to commencement of any work or services provided under this Contract. The certificates shall specify and document all insurance related provisions within this Contract. A renewal certificate will be sent to the CITY at least ten (10) days prior to expiration of coverage. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the CITY and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The CITY reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice to the CITY. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this Contract, CITY shall have the right to require CONTRACTOR to increase the CONTRACTOR'S coverage by an amount at least equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by at least twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the CITY, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and CITY shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract. Unless waived or modified in writing by CITY, CONTRACTOR shall maintain the insurance coverages stated below:
  - **1.4.1 Commercial General Liability.** Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an aggregate of \$2 million, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the CITY as an additional insured, on a form satisfactory to CITY, and expressly provide that the interest of the CITY shall not be affected by CONTRACTOR'S breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate termination of this Contract by CITY. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and noncontributory. Claims Made policies will not be accepted.
  - **1.4.2 Automobile Liability Insurance.** At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired, non-owned

vehicles, equivalent to a combined single limit per occurrence on not less than \$1,000,000 for bodily injury or property damage.

- **1.4.3 Professional Liability Insurance.** At all times during the term of this Contract, CONTRACTOR shall maintain and keep in full force, an insurance policy for professional liability in the amount of \$2,000,000 per claim, incident, or occurrence. In no instance shall CITY be responsible for any retention amount or deductible that CONTRACTOR may owe as a result of this coverage, nor shall such retention or deductible exceed \$25,000. CONTRACTOR shall continue professional liability coverage for the duration of the project and three years thereafter; and further, submit Certificate of Insurance renewals of such coverage to the CITY.
- **1.5** Indemnification. CONTRACTOR shall defend, indemnify and hold harmless CITY, and each of CITY'S elected officials, officers, employees and agents from and against any and all claims, losses, suits, actions, damages, and costs (including reasonable attorney fees) for personal injury, death or property damage arising out of the intentional or negligent acts or omissions of CONTRACTOR, or any of its sub-contractors, suppliers, employees, or agents, in the performance of its services. Nothing in this paragraph shall require CONTRACTOR or its insurer to defend or indemnify CITY for claims of personal injury, death or property damage caused by the sole negligence of CITY. This duty shall survive the expiration or termination of this Contract.
- **1.6 Books and Records.** CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this Contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by the CITY or its designee during normal business hours, and shall remain open to the CITY for such inspection for three (3) years following the termination of this Contract.
- **1.7 Availability.** CONTRACTOR shall be available for meetings, discussions and program review with CITY, as deemed necessary or beneficial by City, upon reasonable and sufficient notice.
- **1.8** <u>Assignment.</u> The responsibility for performing CONTRACTOR'S services under the terms of this Contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to any third person or other entity without the prior written consent of CITY.
- **1.9** Compliance with Law and Standard Contract Provisions. CONTRACTOR shall comply with all federal, state and local laws, including Sutherlin Municipal Code Regulations relating to business registration, and with all Standard CITY Contract Provisions which are stated in **Exhibit "A"** attached hereto and incorporated herein by reference.
- **1.10** Health Hazard Notification. If CONTRACTOR is hired to perform work for the CITY involving possible exposure to hazardous materials or entry into confined spaces, CONTRACTOR will be informed of the CITY'S programs and the associated hazards that CITY is aware of. The notification is not designed to take over the Contractor's safety responsibilities to his or her employees, but to provide appropriate notification under the Oregon OSHA rules.

#### **SECTION 2. CITY AGREES:**

- **2.1 Fee.** In consideration of the above-described services, CITY agrees to pay CONTRACTOR an amount not to exceed \$\_\_\_\_\_\_\_as outlined in proposal received from CONTRACTOR identified as **Exhibit "B,"** which is attached hereto and is incorporated herein by reference.
- **2.2** Terms of Payment. CONTRACTOR will tender an invoice to CITY by no later than the tenth (10<sup>th</sup>) day after services rendered, and CITY shall make full payment on such invoice within thirty (30) days of its receipt.

#### **SECTION 3. BOTH PARTIES AGREE:**

- **3.1** Budget and Work Plan Approval. All approved invoices and work programs shall be in writing.
- **3.2** Independent Contractor. CONTRACTOR is an independent Contractor. CONTRACTOR shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY for any purpose, shall not be entitled to any CITY benefits and shall not have any authority to make any binding commitments on behalf of CITY except as may be expressly approved in advance and in writing by the CITY Manager.
- **3.3 Dispute Resolution.** The parties agree to submit to mediation, prior to the commencement of any litigation or other form of dispute resolution process, any dispute that may arise between the parties regarding the terms of this Agreement, any Task Order made a part of this Agreement, any matters or issues arising out of or related to any work or service covered by this Agreement, any claimed breach of this Agreement or the termination of this Agreement. The parties agree to participate in good faith in the mediation process.
  - 3.3.1 Condition Precedent. Unless specifically waived in writing by both parties, the submission of a dispute to mediation and good faith participation in mediation shall be a condition precedent to the right of either party to commence litigation or any other form of dispute resolution.
  - 3.3.2 Commencing Mediation. To commence mediation, the aggrieved party must deliver to the other party written notice of its intent to submit a dispute to mediation within thirty (30) days after the date the dispute first arose. "The date when the dispute first arose" is defined to mean when a party discovered, or, with reasonable diligence should have discovered, the facts or information on which the dispute is based.
  - 3.3.3 Mediator. Any mediation will be conducted in Roseburg, Oregon, unless both parties agree otherwise. The mediation shall be conducted by one neutral

mediator selected and agreed to by the parties or, if the parties fail to agree on a mediator within fifteen (15) days of provision of the notice of intent to submit a dispute to mediation, a mediator will be appointed by the presiding judge of the Douglas County Oregon Circuit Court upon request of either party.

- 3.3.4 Conduct. The mediation will be conducted as promptly as possible but in no event later than ninety (90) calendar days from the date of the written notice of intent to submit a dispute to mediation. No discovery will be allowed by or against either party prior to mediation. Each party shall share equally the mediator's fees and other administrative costs of the mediation process. The parties shall bear their own respective attorney fees and all other costs.
- 3.3.5 Litigation. If mediation is not successful in resolving a dispute, the parties may mutually agree to a dispute resolution of their choice or either party may commence litigation in a court of competent jurisdiction.
- **3.4** Attorney Fees. If any arbitration, administrative proceeding, judicial action, or appeal thereon, is instituted in connection with any controversy arising out of this Contract, the performance of this Contract or any failure to perform this Contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court or arbitrator may adjudge as reasonable attorney fees.
- 3.5 Ownership and use of Documents. In whatever form they may be produced or stored, any documents prepared in performance of this Contract and any supporting and investigative information that is gathered in the performance of this Contract, upon completion of the work, or upon termination of this Contract, shall be and remain the property of the CITY and shall be subject to copyright by the CITY it its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to the City's use of such documents to the extent they are used or applied outside of the scope of CONTRACTOR's work under this Contract unless CONTRACTOR is consulted and offers a professional opinion that the contemplated use is appropriate.
- **Termination.** This Contract may be terminated as follows:
  - **3.6.1**. CITY and CONTRACTOR, by mutual written agreement, may terminate this Contract at any time.
  - **3.6.2**. CITY, in its sole discretion, may terminate this Contract for any reason on thirty (30) days written notice to CONTRACTOR. Written notice shall be effective upon the date the written notice is provided in accordance with Section 3.7 of this Contract.
  - **3.6.3**. Either CITY or CONTRACTOR may terminate this Contract in the event of a breach of the Contract by the other party. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach as provided in Section 3.7 of this Contract 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 written notice of termination to the other party.

- **3.6.4.** Notwithstanding paragraph 3.6.3, CITY may terminate this Contract immediately by written notice, as provided by Section 3.7, to CONTRACTOR upon denial, suspension, revocation or non-renewal of any license, permit or certificate that CONTRACTOR must hold to provide services under this Contract.
- **3.7 Notices.** Any notice permitted or required to be given under this Contract, or required by law, shall be in writing and delivered to the parties by either hand delivery or certified mail, return receipt requested, at the following addresses:

CITY OF SUTHERLIN	Ford's Pond Community Park Master Plan Firm
CITY Manager	
126 E Central	
Sutherlin, OR 97479	

- **3.8** Applicable Laws. The laws of the State of Oregon shall be used in construing this Contract and enforcing the rights and remedies of the parties.
- **3.9 Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties and to each of their respective heirs, administrators, successors and assigns.
- **3.10** Complete Agreement. This Contract constitutes the entire agreement between CITY and CONTRACTOR concerning the subject matter of this Contract and supersedes any and all prior negotiations, agreements and understandings between the parties, whether in writing or oral, that is not expressly set forth in this Contract. No amendments or modifications to this Contract may be made unless in writing and signed by both parties.

CITY OF SUTHERLIN	Ford's Pond Community Park Master Plan Firm		
Jerry Gillham, CITY Manager			
	Founder and President		
Date:	Date:		
ATTEST:			
CITY Recorder			

#### **EXHIBIT A**

#### CITY OF SUTHERLIN - STANDARD CONTRACT PROVISIONS

**Contracts Subject to ORS Chapter 279C** 

Services of Architects, Engineers, Land Surveyors and Related

**Consultants on Public Improvements** 

**Construction Services** 

Labor and Services for Public Improvements and

Public Works Subject to ORS 279C.800 to 279C.870

The following provisions, if applicable, are hereby included in and made a part of the attached Contract between the CITY of Sutherlin ("CITY") and the Contractor named thereon as provided for in the Sutherlin Municipal Code, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the Contract and may result in debarment of the Contractor or sub-Contractor from CITY Contracts for up to three (3) years.

#### 1. Discrimination in sub-Contracting prohibited; remedies. (ORS 279A.110)

- 1.1. The Contractor may not discriminate against a sub-Contractor in the awarding of a sub-Contract because the sub-Contractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
- 1.2. By entering into the Contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 1.1, against any minority, women or emerging small business enterprise in obtaining any required sub-Contract.
- 1.3. If the Contractor violates the nondiscrimination certification made under subsection 1.2, the CITY may regard the violation as a breach of Contract that permits the CITY to terminate the Contract or exercise any remedies for breach permitted under the Contract.

#### 2. CITY'S right to audit records. (OAR 137-049-0880)

2.1. Cost or pricing data. The CITY may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data in connection with the Contract to the extent that such books and records relate to such cost or pricing data. If the Contract requires submission of cost or pricing data, any person who has submitted cost or pricing data shall maintain the books and records that relate to the cost or pricing data for three years from the date of final payment under the Contract, unless a shorter period is authorized by the CITY in writing.

2.2. Contract audit. The CITY shall be entitled to audit the books and records of the Contractor or any sub-Contractor to the extent that the books and records relate to the performance of the Contract. Contractor and each sub-Contractor are required to maintain books and records for a period of three years from the date of final payment under the Contract or sub-Contract, as applicable, unless a shorter period is authorized by the CITY in writing.

#### 3. Termination in the public interest. (ORS 279C.665)

The CITY may terminate the Contract when required by the public interest including, at minimum, for the following:

- (a) If the Contractor is prevented from completing the work for reasons beyond the control of the CITY;
- (b) If completion of the project is beyond control of the Contractor; or
- (c) For any reason considered by the CITY manager to be in the public interest. These reasons may include, but are not necessarily limited to, non-availability of materials, lack of funds, phenomenon of nature of catastrophic proportions or intensity, executive orders of the President related to national defense, congressional or state acts related to funding or changes in applicable laws.

When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual items of work completed under the Contract, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed.

#### 4. Nonresident Contractors. (ORS 279A.120)

- 4.1. As used in this section, "nonresident Contractor" means a Contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) calendar months immediately preceding submission of the bid for the Contract, (B) does not have a business address in this state and (C) stated in the bid for the Contract that it was not a "resident bidder" under ORS 279A.120.
- 4.2. If the Contractor is a nonresident Contractor and the Contract price exceeds Ten Thousand Dollars (\$10,000), the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total Contract price, terms of payment, length of Contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the Contract. The CITY may not award a Contract to a nonresident bidder that is an educational service district. The CITY shall satisfy itself that the requirement of this subsection has been complied with before the CITY issues a final payment on the Contract.

## 5. Conditions concerning payment, contributions, liens, withholding; drug testing. (ORS 279C.505)

5.1. **Prompt payment.** The Contractor shall:

- (a) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or sub-Contractor incurred in the performance of the Contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

## 6. Demolition Contracts to require material salvage; lawn and landscape maintenance Contracts to require composting or mulching. (ORS 279C.510)

- 6.1. If the Contract includes demolition, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
- 6.2. If the Contract includes services for lawn and landscape maintenance the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

## 7. Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials, and complaints. (ORS 279C.515)

- 7.1. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a sub-Contractor by any person in connection with the Contract as the claim becomes due, the CITY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract.
- 7.2. If the Contractor or a first-tier sub-Contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract within thirty (30) days after receipt of payment from the CITY or the Contractor, the Contractor or first-tier sub-Contractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier sub-Contractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the CITY or from the Contractor, but the rate of interest may not exceed thirty percent (30%). The amount of interest may not be waived.
- 7.3. If the Contractor or a sub-Contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- 7.4. The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

- 8. Condition concerning payment for medical care and providing workers' compensation. (ORS 279C.530)
  - 8.1. The Contractor and all sub-Contractors shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor or sub-Contractor, as applicable, of all sums that the Contractor or sub-Contractor, as applicable, agrees to pay for the services and all moneys and sums that the Contractor or sub-Contractor, as applicable, collected or deducted from the wages of employees under any law, Contract or agreement for the purpose of providing or paying for the services.
  - 8.2. All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 9. Conditions concerning hours and maximum hours of labor on public Contracts; holidays; exceptions; liability to workers; rules. (ORS 279C.520; 279C.540)
  - 9.1. A person may not be employed for more, or required or permitted to labor more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity or emergency or when the public policy absolutely requires it, in which event, except in cases of Contracts for architect, engineering, land surveying or related consultant services, the person so employed for excessive hours shall receive at least time and a half pay:
    - (a) For all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

For all overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

- (b) For all work performed on Saturday and on the following legal holidays:
  - (A) Each Sunday.
  - (B) New Year's Day on January 1.
  - (C) Memorial Day on the last Monday in May.
  - (D) Independence Day on July 4.
  - (E) Labor Day on the first Monday in September.
  - (F) Thanksgiving Day on the fourth Thursday in November.
  - (G) Christmas Day on December 25.
- 9.2. An employer shall give notice in writing to employees who perform work under subsection 9.1, 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 days per week that employees may be required to work.

- 9.3. For the purpose of this section, each time a legal holiday listed in subsection 9.1, other than Sunday, falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a legal holiday listed in subsection 9.1 falls on Saturday, the preceding Friday shall be recognized as a legal holiday.
- 9.4. Subsections 9.1 and 9.2 of this section do not apply to labor on the Contract or to construction services if the Contractor is a party to a collective bargaining agreement in effect with any labor organization.
- 9.5. When specifically agreed to under a written labor-management negotiated labor agreement, an employee may be paid at least time and a half pay for work performed on any legal holiday specified in ORS 187.010 and 187.020 that is not listed in subsection 9.1.
- 9.6. This section does not apply to Contracts for architect, engineering, land surveying or related consultant services, provided that persons employed under such Contracts shall receive at least time and a half pay for work performed on the legal holidays specified in subsection 9.1(b)(B) to (G) of this section and for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201-209 from receiving overtime.
- 9.7. (a) Subsections 9.1 and 9.2 of this section do not apply to Contracts for construction services other than in construction of a Public Improvement or a Public Works. However, persons employed under such Contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in subsection 10.1(b) (B) to (G) of this section and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.
  - (b) An employer shall give notice in writing to employees who work on a Contract for services, 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 days per week that the employees may be required to work.
- 9.8. Any Contractor or sub-Contractor or Contractor's or sub-Contractor's surety that violates the provisions of this section is liable to the affected employees in the amount of their unpaid overtime wages and in an additional amount equal to the unpaid overtime wages as liquidated damages. If the violation results from willful falsification of payroll records, the Contractor or sub-Contractor or the Contractor's or sub-Contractor's surety is liable to the affected employees in the amount of their unpaid overtime wages and an additional amount equal to twice the unpaid overtime wages as liquidated damages.
- 9.9. This section does not apply to financial institutions as defined in ORS 706.008.

#### 10. Contractor's relations with sub-Contractors. (ORS 279C.580)

10.1. **Payment to sub-Contractors**. The Contractor shall include in every sub-Contract entered into by the Contractor and a first-tier sub-Contractor, including a material supplier, for the purpose of performing the Contract:

- A payment clause that obligates the Contractor to pay the first-tier sub-Contractor for satisfactory performance under its sub-Contract within ten (10) days out of such amounts as are paid to the Contractor by CITY under such Contract; and
- (a) An interest penalty clause that obligates the Contractor, if payment is not made within thirty (30) days after receipt of payment from CITY, to pay the first-tier sub-Contractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the sub-Contract. The Contractor or first-tier sub-Contractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier sub-Contractor did not make payment when payment was due is that the Contractor or first-tier sub-Contractor did not receive payment from CITY or the Contractor when payment was due. The interest penalty shall be:
  - A. For the period beginning on the day after the required payment date and ending on which payment of the amount due is made; and
  - B. Computed at the rate specified in ORS 279C.515 (2).
- 10.2.The Contractor shall include in each of its sub-Contracts, for the purpose of performance of such Contract condition, a provision requiring the first-tier sub-Contractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subsection 11.1 and requiring each of its sub-Contractors to include such clauses in their sub--Contracts with each lower-tier sub-Contractor or supplier.
- 10.3. None of the provisions in this section are intended to prevent the Contractor or any sub-Contractor from including in its Contracts the provisions described in ORS 279C.580 (5).
- 10.4. Contractor may not request payment of sums withheld from sub-Contractors. The Contractor may not request payment from CITY of any amount withheld or retained from a sub-Contract by the Contractor in accordance with ORS 279C.580(5) until such time as the Contractor has determined and certified to CITY that the sub-Contractor has determined and certified to the Contractor that the sub-Contractor is entitled to the payment of such amount.
- 10.5. CITY not party to disputes. A dispute between the Contractor and first-tier sub-Contractor relating to the amount or entitlement of a first-tier sub-Contractor to a payment or a late payment interest penalty under a clause included in the sub-Contract under subsection ORS 279.580 does not constitute a dispute to which CITY is a party. CITY may not be included as a party in any administrative or judicial proceeding involving such a dispute.
- 11. Compliance with Tax Certification; Compliance with Laws. Contractor certifies under penalty of perjury, that to the best of its knowledge, it is not in violation of any tax laws described in ORS 305.380(4). Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in the performance of the services described in this Contract.



LANDSCAPE ARCHITECTURE & PLANNING

www.cameronmccarthy.com

January 31, 2017

Brian Elliott Community Development Director City of Sutherlin 126 East Central Ave. Sutherlin, OR 97479

RE: City of Sutherlin Ford's Pond Community Park Master Plan

Dear Brian and members of the Selection Committee:

Cameron McCarthy submits this proposal to the City of Sutherlin for planning and design services to prepare a Master Plan for Ford's Pond Community Park. This statement provides insight into our firm and highlights projects we have completed during our 60+ years of experience providing services to Oregon jurisdictions. Cameron McCarthy is a 21-member firm directed by four partners: **Larry Gilbert, Matt Scheibe, Matt Koehler,** and **Colin McArthur**. Our firm will lead Master Plan development activities and collectively offers to the City:

- In-depth knowledge of the technical aspects of planning, design, and placemaking required to achieve results with lasting value;
- Commitment to design excellence and sustainable outcomes while responding to project needs;
- Enthusiasm for working directly with public agencies. We have longstanding relationships with our local parks district, Willamalane Park and Recreation District, as well as numerous other park and recreation service providers throughout the State.

Working with 20+ public agency clients, our firm has completed over 100 parks projects in Oregon during our tenure. Our services have included everything from capturing visions, to system-wide planning, to design, cost estimating, and construction administration. Within the last five years, members of our firm have played key roles in the master planning of 12 park systems and facilities in Oregon. We have extensive experience with Willamette Valley communities having completed parks and recreation projects in Harrisburg, Lebanon, Monmouth, Eugene, Springfield, Cottage Grove, Roseburg, Ashland, and others. The selected projects included in our proposal demonstrate our team's ability to manage the multiple aspects of work required for the completion of a successful Park Master Plan.

In my capacity as an authorized agent of Cameron McCarthy Landscape Architecture & Planning, I certify that the firm has paid unemployment and income taxes to the state of Oregon during the 12 calendar months immediately preceding submission of this proposal, that we have a business address in the state of Oregon (Eugene, OR), and that the firm is a "Resident Bidder" in accordance with Oregon Public Contracting Code (Federal Tax Number: 93-0938214; Oregon Business ID Number: 1142902-8). Cameron McCarthy and key individuals assigned to the project not have any conflicts of interest with the project.

Cameron McCarthy accepts the provisions in the City's Professional Services Agreement. I am authorized by the firm to submit this response and will serve as your primary point of contact. Please feel free to contact me (E: colin@cameronmccarthy.com | T: 541.485.7385) if you have any questions about the information enclosed herein.

Thank you for your time and consideration.

Sincerely,

Colin McArthur, AICP Principal Planner

#### I. FIRM PROFILE



Cameron McCarthy Staff

CAMERON McCARTHY Cameron McCarthy Landscape Architecture & Planning (Cameron McCarthy) of Eugene, Oregon is a 21-member firm practicing planning and

landscape architecture with over 150 years of combined professional practice serving both public and private sector clients. During our 60+ year tenure we have focused on what we do best within our disciplines.

Our firm works in concert with other planning, public involvement, and design professionals to help people develop, preserve, and improve relationships with their surroundings. Our greatest strength lies not in our expertise in any one particular area of the profession, but rather in our ability to readily adapt to the specific needs of the project while accommodating the desires of the client, and respecting the inherent qualities of a place.

Members of our firm have a keen appreciation for the natural and cultural systems in our project environments, and are all committed to developing a sense of comfort, order, and aesthetic quality in the places we become involved with. We measure quality planning and design through its reflection of community values, responsible use of resources, and respect for a site's context. Our best work incorporates the ideals of the community within the facilities we design and always includes a thorough understanding of maintenance and operation requirements to provide lasting value.

Our firm prioritizes the principles of placemaking, consistently framing visioning processes around the community as the expert, and collaborating across a wide spectrum of partners. Our projects reliably respond to

the needs and opinions of the community while ensuring human-centered design complements the natural environment to create unique community spaces.

The combined strengths and experience of the firm's members are well balanced. Three of our members are LEED accredited professionals, 10 of our members are ASLA licensed landscape architects, one is an AICP certified planner, and one is a certified arborist. These specialties allow our firm to respond to our clients' needs, to assemble teams that are the right fit for a project, and to provide each other support within our work environment. Our backgrounds include extensive work in business, education, architecture, administration, natural science, and the arts. We enjoy the creative phases of our work and combine our creativity with our efforts to keep abreast of trends in urban design, transit and transportation, and community development.

Cameron McCarthy takes great pride in the relationships we have cultivated with local and regional agencies and is adept at working with regulatory structures to deliver projects and products that comply with approval criteria and standards, streamline processes, and contribute to long-term health, function, and enhancement of both urban and open spaces. We specialize in assisting public agencies throughout all phases of development, including master planning, special area planning, code development, site selection studies, technical studies, natural resource and infrastructure planning, and implementation.

#### **CAMERON MCCARTHY**

We propose staff assignments tailored to match our experience and skill sets with the needs of the projects. Principal planner, Colin McArthur, will direct and manage the Master Plan's development, conceptual design efforts, scope, and budget. Principal landscape architect, Larry Gilbert, will assist with conceptual design and cost estimating. Landscape architect, Marina Wrensch will serve as project manager. Associates Vivian Schoung and Kelsey Zlevor will provide support with research, data gathering, public outreach, and documentation.

#### Colin McArthur, AICP

As a principal, McArthur directs CM's planning practice and has more than 15 years of experience working in Oregon communities. McArthur specializes in assisting public agencies with comprehensive



planning; parks, natural resource, and infrastructure planning; implementation; and, development. An area of emphasis is parks and recreation, where McArthur has developed park system master plans and park concept plans for Talent, Lebanon, Monmouth, Sisters, Warrenton, Sherman County, Jackson County, and Douglas County. McArthur's recent work includes the EWEB Riverfront Master Plan, Sisters Parks Master Plan and Fir Street Park, Mt. Angel Ebner Park, Monmouth Madrona Park, various campus and athletics projects for the University of Oregon, and Willamalane Park and Recreation District's Quartz Park and Center Sports Complex. In 2014, McArthur managed the planning, design, and construction of parks in Sisters, Monmouth, and Mt. Angel. McArthur received his Bachelor of Landscape Architecture from the University of Oregon in 2001 and Master of Community and Regional Planning in 2006. Along with working at CM, McArthur has worked as a Project Manager for the Community Planning Workshop at the University of Oregon (UO), specializing in parks planning.

#### **Relevant Project Experience**

- Hillside Park; Bend
- Rockridge Park; Bend
- Ebner Park; Mt. Angel
- 100-acre Park; Harrisburg

#### **ORGANIZATIONAL CHART**

#### **COLIN MCARTHUR, AICP**

Principal Planner Project Manager

#### LARRY GILBERT, ASLA

Principal Landscape Architect

#### **MARINA WRENSCH, ASLA**

Landscape Architect

#### **VIVIAN SCHOUNG**

Associate

#### **KELSEY ZLEVOR**

Planner

#### Larry Gilbert, ASLA

As a principal, Gilbert provides leadership on a diverse range of design projects. Areas of emphasis include park design, urban design, K-12 education, higher education, sports facilities, healthcare, and transportation projects. Gilbert's



greatest talents lay in the design and construction of projects with a particular emphasis on site grading and its integration with planting design to create welcoming outdoor spaces. He incorporates a thorough understanding of project costs and a keen ability to administer the installation of his designs. He frequently mentors other members of the office involved with other projects, sharing his vast collective professional experience. Gilbert's portfolio of works includes hundreds of successfully completed contracts for numerous public agencies. During his career, several of Gilbert's projects have received professional awards including: Hayward Field Powell Plaza, UO Erb Memorial Union Amphitheatre, Eugene Public Library and PK Park (2012 ASBA National Field of the Year).

#### **Relevant Project Experience**

- 100-acre Park; Harrisburg
- Fir Grove Section at Stewart Park; Roseburg
- Eagles Park; Roseburg
- Quartz Park; Springfield

# Marina Wrensch, ASLA, LEED AP BD + C, CSI

Marina joined Cameron McCarthy in 2010 and earned her license to practice landscape architecture in 2011. A native of Germany, she brings to our firm an international perspective that is ecologically



progressive and practical. She practiced as a landscape designer for the German Department of Agriculture for a year prior to beginning study at the University of Oregon (UO) as a Fulbright Scholar. She is both a project manager and specialist – working on design and planning projects for park design, higher education facilities, streetscapes, health care facilities, and transportation facilities.

True to common perception of her native culture, Wrensch possesses an affinity toward the particulars of a project that are vital to achieving design excellence. Her attention to detail proves to be a great value not only for the construction document phase, but also during initial visualization in conceptual and schematic design.

#### **Relevant Project Experience**

MLK, Jr. Park; Corvallis

Madrona Park; Monmouth

Ebner Park; Mt. Angel

Hillside Park; Bend

#### **Vivian Schoung**

Vivian is a 2015 addition to Cameron McCarthy. With a lifelong interest in ecology and design, Vivian brings a diverse skill set, including valuable graphic and analytical skills, and wide range of experiences related to



landscape architecture and planning. Her bi-cultural upbringing and extensive travel experiences abroad give her a multi-faceted perspective on landscape design and have instilled in her a cultural sensitivity that is critical to public sector work.

#### **Relevant Project Experience**

- Mill Race Path; Springfield
- Hillside Park: Bend
- Rockridge Park; Bend
- 100-acre Park; Harrisburg

#### **Kelsey Zlevor**

Kelsey joined Cameron McCarthy in 2016. Supporting CM's planning practice, she is adept at technical writing, process management, and analysis. Through her first career path as an environmental scientist, it became evident that there is a rising



need for socially and scientifically bilingual public servants; those who understand the science behind environmental issues while possessing the ability to bring environmental best practices into communities. With a multi-faceted background in science and planning, she seeks to serve as a conduit between technical analysis and social decision-making to create vibrant spaces. Zlevor received her Bachelor of Environmental Science from the University of lowa in 2014 and Master of Community and Regional Planning from the University of Oregon in 2016.

#### **Relevant Project Experience**

- Thurston Hills Natural Area Park; Springfield
- Mill Race Path; Springfield
- BPRD Comprehensive Plan; Bend
- Larkspur Center; Bend

#### TABLE 1. PUBLIC CLIENTS, PROJECTS, AND SERVICES

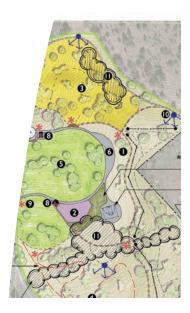
CLIENT	PROJECT	SERVICES	
SPECIAL DISTRICTS			
BEND PARK & RECREATION DISTRICT	COMPREHENSIVE PLAN UPDATE	Planning, Public Outreach	
BEND PARK & RECREATION DISTRICT	HILLSIDE PARK	Master Plan, Design, Construction Administration	
BEND PARK & RECREATION DISTRICT	LARKSPUR CENTER	Planning, Design, Construction Administration	
BEND PARK & RECREATION DISTRICT	ROCKRIDGE PARK	Master Plan, Design, Construction Administration	
WILLAMALANE PARK & RECREATION DISTRICT	CLEARWATER PARK BOAT LAUNCH *	Planning, Design, Construction Administration	
WILLAMALANE PARK & RECREATION DISTRICT	CLEARWATER PARK MASTER PLAN	Master Plan	
WILLAMALANE PARK & RECREATION DISTRICT	DORRIS RANCH FACILITY DEVELOPMENT PLAN	Master Plan	
WILLAMALANE PARK & RECREATION DISTRICT	MIDDLE FORK PATH	Planning, Design, Construction Administration	
WILLAMALANE PARK & RECREATION DISTRICT	MILL RACE PATH *	Planning, Design, Construction Administration	
WILLAMALANE PARK & RECREATION DISTRICT	COMPREHENSIVE PLAN UPDATE (2012)	Planning, Implementation	
WILLAMALANE PARK & RECREATION DISTRICT	WILLAMALANE SPORTS PARK	Planning, Design, Construction Administration	
WILLAMALANE PARK & RECREATION DISTRICT	QUARTZ PARK	Planning, Design, Construction Administration	
CITIES			
CITY OF ASHLAND	NORTH MOUNTAIN PARK	Master Plan, Design, Construction Administration	
CITY OF ASHLAND	ASHLAND CREEK/CALLE GUANAJUATO RESTORATION	Planning, Design, Construction Administration	
CITY OF CORVALLIS	MLK JR. PARK	Master Plan, Design, Construction Administration	
CITY OF COTTAGE GROVE	BOHEMIA PARK	Master Plan	
CITY OF COTTAGE GROVE	ROW RIVER TRAIL (RAILS TO TRAILS)	Planning, Design, Construction Administration	
CITY OF DALLAS	ROGER JORDAN COMMUNITY PARK	Planning, Design, Construction Administration	
CITY OF DALLAS	ROTARY PARK	Planning, Design, Construction Administration	
CITY OF ESTACADA	WADE CREEK PARK MASTER PLAN	Master Plan	
CITY OF HARRISBURG	100-ACRE PARK FEASIBILITY STUDY	Master Plan, Feasibility Study	
CITY OF INDEPENDENCE	COMPREHENSIVE PLAN	Planning, Implementation	
CITY OF LEBANON	CHEADLE LAKE REFINEMENT PLAN	Master Plan, Refinement Plan	
CITY OF MONMOUTH	MAIN STREET PARK FOUNTAIN	Planning, Design, Construction Administration	
CITY OF MONMOUTH	MADRONA PARK	Master Plan, Design, Construction Administration	
CITY OF MT. ANGEL	EBNER PARK	Planning, Design, Construction Administration	
CITY OF ROSEBURG	EAGLES PARK	Planning, Design, Construction Administration	
CITY OF ROSEBURG	FIR GROVE SECTION AT STEWART PARK	Planning, Design, Construction Administration	
CITY OF SEASIDE	BROADWAY PARK	Master Plan, Design, Construction Administration	
CITY OF SISTERS	COMPREHENSIVE PLAN	Planning, Implementation	
CITY OF SISTERS	FIR STREET PARK	Planning, Design, Construction Administration	
CITY OF SPRINGFIELD	SPRINGFIELD MILLRACE AT BOOTH KELLY	Master Plan	
CITY OF WARRENTON	COMPREHENSIVE PLAN	Planning, Implementation	
COUNTIES			
DOUGLAS COUNTY PARKS	PITCHFORD RANCH MASTER PLAN	Master Plan	
LANE COUNTY PARKS	HOWARD BUFORD RECREATION AREA MASTER PLAN	Master Plan	
LANE COUNTY PARKS	MT. PISGAH ARBORETUM MASTER PLAN	Master Plan	
SHERMAN COUNTY	GILES FRENCH PARK MASTER PLAN	Master Plan	
PUBLIC AGENCIES			
EUGENE WATER & ELECTRIC BOARD	EWEB RIVERFRONT LAND USE	Planning, Implementation	
OREGON DEPARTMENT OF TRANSPORTATION	EAST ALTON BAKER PARK IMPROVEMENTS	Planning, Design, Construction Administration	
WILLAMALANE/SPRINGFIELD PUBLIC SCHOOLS	QUARTZ PARK *	Annexation, Zone Change, Site Plan Review	

#### III. REFERENCES

#### HILLSIDE PARK

Bend Park & Recreation District 2015-Current \$3,636,059 Total Project Cost Jim Figurski, ASLA, Project Manager; 541.706.6152

Cameron McCarthy is currently working for BPRD on the design and construction of Hillside Park. Hillside Park includes an existing neighborhood park owned by BPRD and a reservoir and off-leash dog area owned by the City of Bend. An existing MOU between BPRD and the City allows BPRD to master plan the site and outlines future improvements to the off-leash dog area. The preliminary concept plans for the park envisioned new traditional play, nature play, wild side play, family and community amenities, off-street parking, improved access, enhanced signage and wayfinding, and dog park improvements including perimeter fencing, small/large dog areas, and formalized paths/trails. After conducting two neighborhood meetings and administering an online preferences survey, our firm developed concept and design refinements with BPRD staff and was subsequently contracted to manage the project through construction.



#### **ROCKRIDGE PARK**

Bend Park & Recreation District 2015-Current \$1,654,441 Total Project Cost Jim Figurski, ASLA, Project Manager; 541.706-6152

Cameron McCarthy is currently working for BPRD on the design development for Rockridge Park, an undeveloped 36-acre site adjacent to an elementary and middle school, and surrounded by residential neighborhoods. The project proposes the development of a 4 to 6-acre neighborhood park within the site and plans for future uses. The preliminary concept plans for the park envisioned improved paths that provide safe routes to schools, secondary walking or running paths, trails, preserving viewpoints and natural areas, wild side play, a youth/beginner bike skills course, a skatepark (future phase), and neighborhood park improvements including nature play, traditional play, and family and community amenities. After conducting two neighborhood meetings and administering an online preferences survey, our firm developed concept and design refinements with BPRD staff and was subsequently contracted to manage the project through construction.



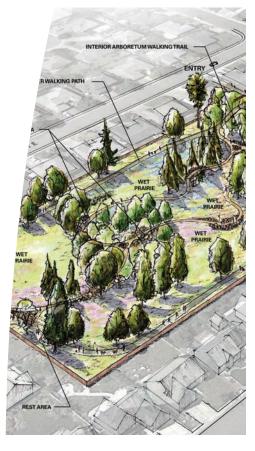
#### STAKEHOLDER ENGAGEMENT

- Focus groups
- Neighborhood meetings
- Community meetings
- Online survey
- Special recreation interest groups

#### MADRONA PARK

City of Monmouth 2010-2016 \$500,546 Construction Cost Russ Cooper, Public Works Director; 503.838.2173

CM has been involved in the development of Madrona Park, a 8.6-acre community park, since inception. Colin McArthur was project manager for Monmouth's 2008 Park System Master Plan Update. The Master Plan included a conceptual design for the park. CM was hired by the City in 2010 to complete Schematic Design for the park with input and guidance from Monmouth City staff and community involvement. Based upon input received, CM refined the design and presented the final plans to the City Council for unanimous approval. In 2013, CM assisted Monmouth staff with the preparation of an OPRD grant application and developed an illustrative perspective rendering of proposed park improvments. The City received a \$350K grant award, and CM was retained to complete Construction Documents and provide Construcation Administration services. Features constructed at the redeveloped park include a paved loop walking/jogging path, an arboretum, drainage improvments, expanded/improved irrigation system, additional play equipment, soccer/softball field, native plantings, wet praire restoration, and a network of internal trails. The \$500K project was completed in October 2014.



#### **EBNER PARK**

City of Mt. Angel 2014-2015 \$496,105 Construction Cost Eileen Stein, City Manager; 503.845.9291

A CM-led team was selected in 2013 to provide Schematic Design, Design Development, Construction Document, Bidding, and Construction Administration services for the development of an 8-acre community park in Mt. Angel. The City was the recipient of a 2012 OPRD Local Government Grant award for the project. Following selection, CM provided intital scoping and cost estimating services that revealed that the scope of proposed conceptual design improvements (prepared by others) exceeded available funding. CM worked with City staff and the City Council to explore several design options to reconcile the project budget. A preferred alternative was selected, and CM completed Construction Documents and permitting for the project. CM collaborated with LandCurrent on the design of a large nature play area, which is the park's main feature. Other park improvements included a new basketball court, new soccer field, perimeter walking trail, internal sidewalks, irrigation and drainage improvements, and site furnishings. The nature play area features a lookout tower, boulder-rock scramble, slides, swings, a dirt dig-pit, tree teepee, and walking paths. The \$500K project was completed in October 2014.



#### 100-ACRE PARK FEASIBILITY STUDY

City of Harrisburg 2015-2016 \$42,892 Feasibility Study Cost Brian Latta, City Administrator; 541.995.6655

The City of Harrisburg Made received a grant from the Oregon Parks and Recreation Department to conduct a Park Feasibility study for the 100-acre park site. The City is acquiring 100 acres of riverfront property from the Knife River Corporation. CM was contracted to study the feasibility of park and recreation uses on the site. The study resulted in a report and concept plan for the park, based on public input, environmental factors, and site opportunities and constraints. The site is located south of the Hwy 99 bridge along the east bank of the Willamette River and has roughly 1 mile of river frontage and large former mining ponds.



#### PITCHFORD RANCH MASTER PLAN

Douglas County Parks 2006-2007 \$20,500 Master Plan Project Cost Jim Dowd, Former Executive Director; 541.957.7001

CM was hired by Douglas County Parks to prepare a master plan for Pitchford Ranch and River Forks Park, located at the confluence of the North Umpqua and Umpqua Rivers. The Ranch is the site of a historic former boy's ranch for pre-delinquent youth and the property includes a Discovery Garden operated by the Douglas County Master Gardener's Association. The master plan process included conceptualizing and detailing a vision for the Ranch property, execution of a detailed community and stakeholder input process, development of preliminary and final master plan concepts for the facility, and preliminary cost estimates for proposed improvements.



#### CHEADLE LAKE REFINEMENT PLAN

City of Lebanon 2007-2010 \$15,000 Refinement Plan Cost Rod Sell, Build Lebanon Trails; 541.409.1302

Cheadle Lake is a 106-acre remnant mill pond located in Lebanon. Working on behalf of the City of Lebanon, Cameron McCarthy prepared a refinement plan for a 244.5-acre area including the lake itself, a remnant industrial site, and adjacent undeveloped land. The refinement plan was utilized by the City to evaluate potential public acquisition of the lake and explore opportunities for establishing a regional recreation destination. The City used the refinement plan to leverage over \$1M in land acquisition and park improvement grant awards.



#### FIR STREET PARK

City of Sisters 2013-2015 \$425,000 Total Project Cost Paul Bertagna, Director of Public Works; 541.323.5212

CM prepared an initial concept plan and cost estimate for Fir Street Park, a 0.5-acre mini park, as part of the 2011 Sisters Parks Master Plan. Following support for the project from the Sisters City Council, CM assisted City staff with design refinements including cost estimating and illustrative concepts. The City received a Local Government Grant from OPRD in April 2013. A CM-led design team was selected by the City in to provide Design Development, Construction Documentation, and Construction Administration services for the project. Improvements included a splash play pad, a performance stage and seating area, a picnic facility, family restrooms, bike corrals, benches, a fire pit with seating, a drinking fountain, and on-site parking. The splash play pad is Sisters' first and only facility water-play facility. Construction was completed in 2014.



#### **QUARTZ PARK**

Willamalane Park & Recreation Distric 2013-2014 \$793,000 Total Project Cost Vincent Martorello, Superintendant; 541.736.4015

The project is the result of a partnership between the Willamalane Park and Recreation District (WPRD) and Springfield Public Schools (SPS). WPRD's 3.5-acre neighborhood park is the first phase of a future school site within an underserved neighborhood in east Springfield planned for future residential development. The project was funded by a 2012 WPRD bond passed by Springfield voters and a SPS Federal Qualified School Construction Bond. CM led the design and construction of park improvements totaling \$793K, including wetlands mitigation, a natural turf youth soccer field, basketball courts, offstreet vehicle and bicycle parking, paths and trail connections, and the largest universally accessible playground in the Southern Willamette Valley.



#### **GILES FRENCH PARK**

Sherman County 2013-2015 \$52,446 Master Plan Cost Jessica Metta, Project Manager, Mid-Columbia Economic Development; 541.296.2266

CM worked closely with Sherman County, Mid-Columbia Economic Development District, and the City of Rufus to develop a Conceptual Master Plan for a 98-acre linear park along the Columbia River. Proposed improvements included (1) the development of a formalized RV Park and Tent Campground, (2) an improved Day Use Park, and (3) a Riverfront Trail. Park amenities in the day use area include a playground, dog park, restrooms, amphitheater, sport courts, fishing access, picnic areas, interpretation and an entertainment center.



#### PROJECT UNDERSTANDING

The City of Sutherlin requests professional consultant services in developing a Master Plan for Ford's Pond Community Park. Ford's Pond is located on City property, and the non-profit Friends of Ford's Pond (FOFP), has partnered with the City to assist in the coordination of development and maintenance of the property. Ford's Pond is popular with residents and visitors for fishing, birding, and hiking, and was once a logging pond. In August 2014, the City acquired the 202-acre property as part of an upgrade to its wastewater treatment plant for summer storage of Class A effluent. Federal regulations require the city to store water effluent instead of discharging the water into the Calapooia River, as the water has been deemed too warm and nutrient-rich for fish.

Creating a Master Plan for Ford's Pond Community
Park will satisfy priority needs. According to the City's
Parks and Open Space Plan, the Ford's Pond property
is identified as a future community park for the City's
southwest planning area. The property is currently
undeveloped with only a primitive 1.7-mile loop trail
around the 95-acre pond. The five (5) acres located in the
southeast corner of the property offer opportunities for
transformative community engagement.

The goal of the Master Plan process is to conceptualize a vision for Ford's Pond Community Park that utilizes placemaking techniques garnered from public input sessions to draw new ideas for revenue strategies and recreational activities. Because the park does not have a commitment of financial support from the City of Sutherlin, developing revenue strategies and raising awareness of the funding requirements for the project's development is imperative. The Master Plan process will involve consultation with City staff, City Council, and an extensive public input process to develop an implementation program; cost estimate; park maintenance plan; revenue generating ideas for the construction phase and future implementation; and recommendations for City revenue and pricing policy for the park. The final Master Plan will need to be consistent with the City's Parks Master Plan and collective community vision for an engaging and educational space.

#### **PROJECT APPROACH**

#### 1.1 Project Initiation

Conduct project initiation meeting with City staff to finalize work program and Project Schedule; review existing information and identify data collection needs. Identify key stakeholders and their potential contributions to the project and confirm public outreach approach. Discussions at this meeting will refine our understanding of the project, further define expectations, and ensure that our work will reflect the needs of the City and its constituents. Following meeting, conduct site visit with project team and City staff. Prepare meeting notes summarizing meeting/site visit.

#### **Deliverables:**

• Project Initiation Meeting Notes

#### **Meetings:**

 (1) Project Initiation Meeting and Site Visit with Planning Team

#### 1.2 Site Analysis/Needs Assessment

To determine site opportunities and constraints, gather and review relevant background information such as (but not limited to): regulatory requirements including City of Sutherlin and Douglas County zoning and development code regulations, City park development standards, and additional planning work by the City. Review the wastewater treatment plant's storage requirements as coordinated by the City. Conduct meetings and/or interviews with Planning Team members, as needed, obtain topographical site survey, geotechnical report, and other reports. Completed detailed review of environmental data and information, and which may include but is not limited to, relevant sections of the City's Parks Master Plan, Natural Resources Conservation Service (NRCS) soil survey, aerial imagery, sensitive species and habitat information from the Oregon Biodiversity Information Center and resourced agencies, online data of infrastructure and sensitive areas, flood hazards, and geologic and geohazard maps. Prepare Site Analysis report summarizing project issues, site opportunities, and constraints.

#### **Deliverables:**

• Site Analysis Report

#### **Meetings:**

• (1) Site Visit with members of the Planning Team to identify needs and restrictions of property.

#### 1.3 Public Outreach

This phase builds support for the park project, solicits community comment, and allows the identification of talents and assets within the community for future development/activities in the park. Apply placemaking tools and techniques to facilitate various stakeholders, residents, and community leaders in engagement exercises to create the conceptual design of Ford's Pond Community Park. Utilize placemaking principles and innovative placemaking tools, including engagement tools, to draw out new ideas, increase public understanding and participation, and expand support for the park. Most of this process will likely focus on the future of the southeast corner of the property. Core outcomes are a vibrant, cost-effective, primarily open-space Natural Park that will be supported through revenue strategies identified through the planning process. Identify revenue strategies and raise awareness of the funding requirements for the construction, operation, and maintenance of facilities. The use of temporary physical elements, activities, and events to increase use of the park will also be explored.

#### **Deliverables:**

- Community Outreach Strategy and Timeline, factoring in additional information and meetings listed below.
- Graphic and written information (fliers, surveys, questionnaires, press releases, etc.) to be included in the City's water bill mailings, distributed at community organizations' meetings, onsite and offsite events, and available online (City and FOFP websites and Facebook pages).

#### **Meetings:**

- (1) Focus Group meeting with members of the Planning Team, utilizing placemaking training to expand outreach opportunities, prior to holding public meetings.
- 2) Public Meetings, one (1) held in the evening, prior to design phase, involving stakeholders, community groups, school groups, individuals/ residents, etc., to solicit comments.

#### 1.4 Master Plan

Based on the Site Analysis/Needs Assessment and Community Outreach and Public Participation tasks, identify a list of needs and interests and refine with the Planning Team. Produce Master Plan draft which may include (but not limited to): comparisons of materials, site sensitive design, ADA accessibility for users and specific activities, educational/interpretive opportunities, identified view areas, selection of materials for furniture, lighting, etc., comprehensive signage plan, security and safety of public, storm water mitigation and management, native vegetation plantings, and water use efficiency.

Core identified needs have been determined by zone, which include:

#### Zone 1: Ford's Pond, 95 acres

 Fishing access, boat "launch" access, bird viewing access, wastewater inflow design.

#### **Zone 2: Perimeter of Ford's Pond**

Year-round access via trails and path (users may include cross-country runners to ADA accessible users), secondary nature trails, benches, birding access, native vegetation for shade and fauna habitat, directional and interpretive signs, dog waste stations and trash receptacles at entry points, pedestrian bridges over swale where needed, pedestrian bridge over outflow. The City may have vehicle access needs in their wastewater treatment plant upgrade design, which could be coordinated with the design and construction of the pedestrian paths and bridges.

#### **Zone 3: West Hillside**

• Trail system to the top, allowing alternative loops off the main perimeter trail.

#### **Zone 4: Southeast Corner**

 Parking (including ADA, RV/food truck/school bus, with pull thru entrance/exit); children's play area; public gathering areas (benches, tables, etc.); entrance sign, restroom, other needs to be identified through public process.

#### IV. PROJECT APPROACH

#### The Overall Master Plan process will:

- Engage community in public meetings/workshops to solicit community input;
- Host workshop(s) to present three (3) design alternatives with selected materials;
- Develop Cost Estimate;
- Develop implementation program (including factors such as construction phasing options, funding strategies, revenue generation, programming, and stewardship);
- Present the Master Plan to City Council on November 13, 2017;
- Develop Master Plan.

#### **Deliverables:**

- Draft and Final Master Plan: (5) bound copies and
   (1) electronic copy
- Cost Estimate
- Implementation Plan
- (3) 24" x 36" mounted color renderings of approved master plan, with accompanying narrative describing park elements and key principles of design
- Written and graphic materials necessary to conduct community engagement, workshops, and presentations
- High-resolution .jpg of specific site amenities for grant applications, brochures, etc.

#### Meetings:

• (3) Planning Team

# 1.5 Capital Improvement Revenue Generation Strategies

Explore revenue-generating ideas in the construction design (e.g., engraved pavers, bricks or benches, which may be a donation in honor, sponsorships of portions of trails, sponsorship of trees, etc.). Consider requirements of maintenance agreements prior to any construction or installation approval.

#### **Deliverables:**

 Revenue-generating ideas for the construction phase

#### **Meetings:**

(1) Planning Team

# 1.6 Operating Cost Model and Park Maintenance Plan

Develop operating cost model and park maintenance plan for the project. The Park Maintenance Plan will address how maintenance of the park should be funded once the construction phase is completed.

#### **Deliverables:**

- Operating Cost Model
- Life Cycle and Cost Replacement Model, as needed
- Park Maintenance Plan (minimal use of herbicides is desired)

#### **Meetings:**

• (1) Planning Team

#### 1.7 Sustainable Park Operations

Explore revenue sources to ensure diversity in options, so the park does not become dependent upon one source of funds. Such sources to be explored include grants, corporate sponsorships, naming rights, contracts, leases, fees, system development charges, donations, and gifts. All revenue generating opportunities must be consistent with the park's vision.

Provide recommendations for the City's forthcoming revenue and pricing policy for Ford's Pond Community Park, in order to ensure funding is in place for long-term park stewardship. All revenue generated by the City's policy should be deposited into an account specifically for Ford's Pond Community Park.

#### **Deliverables:**

- Recommendations for revenue and pricing policy
- List of revenue-generating ideas for future implementation

#### **Meetings:**

• (1) Planning Team

#### **RESOLUTION NO. 2016.20**

A RESOLUTION AUTHORIZING THE CITY OF SUTHERLIN TO ACCEPT A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT TO DEVELOP A MASTER PLAN FOR FORD'S POND PARK AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE AGREEMENT.

WHEREAS, the City of Sutherlin has applied for a grant from the Oregon Parks and Recreation Department to develop a master plan for Ford's Pond Park; and

**WHEREAS**, the Oregon Parks and Recreation Department has approved the City of Sutherlin for such Grant; and

**WHEREAS**, the City of Sutherlin hereby accepts the grant of the Oregon Parks and Recreation Department in the amount of \$40,000, with a grantee match of \$26,991; and

WHEREAS, the Sutherlin City Council authorizes City Manager to sign such contract documents on behalf of the City of Sutherlin, as are necessary to complete the acceptance of the grant from the Oregon Parks and Recreation Department; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sutherlin, Oregon hereby designates the City of Sutherlin to partnership with Friends of Ford's Pond to proceed with a Ford's Pond Community Park Master Plan.

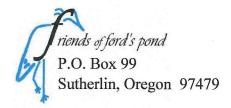
PASSED BY THE CITY COUNCIL, ON THIS 10<sup>TH</sup> DAY OF OCTOBER, 2016.

APPROVED BY THE MAYOR, ON THIS 10<sup>TH</sup> DAY OF OCTOBER, 2016.

Todd McKnight, Mayor

Attest:

Debra L. Hamilton, CMC, City Recorder



February 8, 2017

Mr. Jerry Gillham, City Manager Attn: Brian Elliott, Community Development Director City of Sutherlin 126 E. Central Ave. Sutherlin, Oregon 97479

Re: Ford's Pond Community Park Master Plan Funding

Dear Mr. Gillham,

This letter serves to reaffirm our financial commitment to provide a cash match up to \$15,000 for the master planning of Ford's Pond Community Park. The working relationship with your staff has been outstanding. We look forward to the continued positive partnership with the City of Sutherlin in creating a special place for the community.

If you require further information, please contact me at 541-680-2841 or via email at jhousemanfofp@gmail.com.

Sincerely,

James Houseman President, Friends of Ford's Pond

cc: Brian Elliott, Community Development Director Dan Wilson, Finance Director



City of Sutherlin

126 E. Central Avenue Sutherlin, OR 97479 541-459-2856 Fax: 541-459-9363 www.ci.sutherlin.or.us

STAFF REPORT								
Re: Sutherlin Downtown Development Funding Request Meeting Date: 2/13/17								
Purpose:	Discussion	Update						
Submitted By: City Manager Review								
Attachments: Transfer of Authority Agreement (IGA) Between City of Sutherlin and Douglas County; 1970  TOA agreement; 1973 Notice of Transfer of Jurisdiction; and 10/14/98 IGA (example demonstrating parties' acknowledgement of ownership responsibilities of Central Avenue)								
WHAT IS BEING ASKED OF COUNCIL?								

To consider and approve the attached IGA which provides funding for the county's portion of planned-for Central Avenue improvements.

#### **BACKGROUND**

- In 1970 (attached), the City and County entered into an agreement to improve Central Ave from Willamette St to the eastern city limit. That agreement stated that the City would accept jurisdiction of that portion of Central Ave upon project completion. The project was completed in 1973.
- In 1973 upon the City's request, the County took action to surrender that portion of Central to the City (attached). However, we have been unable to locate any recorded documents showing that the City formally took action to accept jurisdiction other than historical actions and recorded documents which demonstrate the city's acceptance.
- In 1985, Douglas County accepted jurisdiction of Oakland-Shady Hwy (N State St, W Central Ave block, and S Calapooia St) from ODOT as part of a large jurisdictional transfer agreement. This is the same agreement that gave the County the South Sutherlin Spur (a.k.a. S Comstock Rd).
- In 1994, ODOT, the County, and the City entered into an agreement to construct the signal at Central Ave and State St; per this agreement and a 1997 amendment ODOT maintains the signal, the City pays for the power and maintenance, and the County reimburses the City for 50% of the power and maintenance costs upon receipt of billing from the City except to this date, the city has never billed the county.
- In 1998, the County and City entered into an agreement for a paving project on Central Ave. (attached) In the recitals of this agreement, it is stated that "the City has jurisdiction of a portion of Central Ave and that the County has jurisdiction of one block of Central Ave." This is the portion of one block under County jurisdiction that is now coming before city council as part of the attached TOA (Calapooia St to State).

In summary, the City accepted jurisdiction of Central Ave from Willamette Street to the eastern city limits in 1970, and has since 1973 by mutual actions, taken ownership assuming the transfer was completed as further demonstrated in attached 1998 agreement. By this agreement, the City and County agreed the County had jurisdiction over just the one block of Central and the City had jurisdiction over everything east of State St within the city limits. Again, however, we have not been able to locate any County orders or City municipal legislation pursuant to ORS 373.270 that formally transferred jurisdiction of this portion of Central Ave from the County to the City, but there has repeatedly been agreement between the City and County since 1970 that a transfer either would or did occur.

#### **CURRENT SITUATION**

In regards to E Central Ave, the proposed agreement and the subsequent actions required by it should be thought of as housekeeping to clear up this matter once and for all. With the 1970 agreement, Douglas County made its final investment in E Central Ave and the City of Sutherlin has assumed responsibility since. This proposed TOA therefore, accomplishes two objectives:

1) Formally completes an agreement that for intended purposes was established in 1970 (housekeeping), and 2) Formally transfers the one-block portion of Central Avenue (and 72' of Calapooia for street-light looping) as described in the TOA for a sum of \$651,302. These funds serve as a contributing factor in the completion of Central Avenue improvements from Calapooia going eastward to as far as the monies will allow.

#### **OPTIONS**

- 1. Approve the attached IGA as presented.
- 2. Approve the attached IGA as amended by council.
- 3. Do not approve the attached IGA.

#### INTERGOVERNMENTAL AGREEMENT

#### **CITY OF SUTHERLIN**

#### W CENTRAL AVE & E CENTRAL AVE

This agre	eement is	s made	and	d entered int	to o	on _				, 2017,	by a	nd b	etwe	en
Douglas	County,	a polit	ical	subdivision	of	the	State	of	Oregon	("County")	and	the	City	of
Sutherlin	, a munic	ipal cor	pora	ation of the S	stat	e of	Oregor	) ("I	City").	and the second second				

#### RECITALS

- 1. This agreement is authorized by ORS 190.003 through 190.110.
- 2. W Central Ave (County Rd #388), S Calapooia St (County Rd #388), and E Central Ave (County Rd #19) within the Sutherlin city limits are part of the County road system under the jurisdiction and control of County.
- 3. The parties agree it is in their best interest to transfer jurisdiction of portions of road belonging to the County within the city limits of City and County is hereby providing funding for improvements on this portion of road.

**NOW THEREFORE**, it is agreed by and between the Parties hereto as follows:

#### **TERMS OF AGREEMENT**

- 1. County and City agree that jurisdiction over W Central Ave and E Central Ave within the Sutherlin city limits, as shown on the attached "Exhibit A", shall be transferred to City pursuant to ORS 373.270(6)(a).
- 2. County and City agree that City or its contractors will design and construct improvements on W Central Ave and S Calapooia St ("Project"). Project shall include paving, improvement of sidewalk ramps, modification of traffic signals, and other road work in locations as shown on the attached "Exhibit B".
- 3. The total Project cost is estimated at \$651,302, which is subject to change. County shall contribute \$651,302 to City for Project. City will bear all utility relocation costs except for utility coordination. City will bear all Project costs beyond County contribution. Any remaining contributed funds after completion of Project will be returned to County.

#### CITY OBLIGATIONS

1. Within 60 days of receipt of County contribution, City shall initiate action pursuant to ORS 373.270(6.a) by passing appropriate municipal legislation to request surrender of jurisdiction by County over W Central Ave and E Central Ave within the Sutherlin city limits, as shown on the attached "Exhibit A".

- City, or its contractors, shall design and construct Project. Except for coordination with other utility owners, City shall bear cost for all utility relocation work, including relocation of City sewer and water utilities as required.
- 3. City shall complete Project by no later than December 31, 2018. Not later than 60 days after Project completion, City shall provide a Project cost accounting report to County detailing the final Project cost. Cost accounting report shall itemize all design engineering monthly costs, construction engineering monthly costs, construction contract final pay item and change order costs, and City staff labor, equipment, and material costs for Project. City shall bear all Project costs as shown in cost accounting report beyond County contribution. Any remaining contributed funds as shown in cost accounting report shall be returned to County within 30 days of acceptance of cost accounting report by County.
- 4. To the extent allowed by the Oregon Constitution, and within the limits of the Oregon Tort Claims Act, City shall defend, indemnify, and save County, its officers, agents and employees harmless from any and all claims, actions, costs, judgments, damages and other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatsoever nature, proximately caused by the negligence or other wrongful acts of City, its officers, agents and employees, pertaining to the project, the services, or arising out of this Agreement.
- 5. City's Project Manager for this Agreement is Jerry Gilham, City Manager, 126 E Central Ave, Sutherlin, Oregon 97479, 541-459-2856, j.gillham@ci.sutherlin.or.us, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.

#### **COUNTY OBLIGATIONS**

- 1. Within 30 days of execution of this Agreement, County shall make payment to City in the amount of \$651,302 for Project costs. This payment will comprise County's total contribution to Project.
- 2. Upon City fulfilling obligation in City Obligations, Paragraph 1 of this Agreement, County shall proceed with notice and hearing pursuant to ORS 373.270(2-4) and shall surrender jurisdiction pursuant to ORS 373.270(6.b) over W Central Ave and E Central Ave within the Sutherlin city limits, as shown on the attached "Exhibit A".
- 3. County grants City the right to enter onto County right of way for the performance of duties set forth in this agreement.
- 4. To the extent allowed by the Oregon Constitution, and within the limits of the Oregon Tort Claims Act, County shall defend, indemnify, and save City, its officers, agents and employees harmless from any and all claims, actions, costs, judgments, damages and other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatsoever nature, proximately caused by the negligence or other wrongful acts of County, its officers, agents and employees, pertaining to the project, the services, or arising out of this Agreement.

5. County's Project Manager for this Agreement is Cody Smith, Division Engineer, 1036 SE Douglas St, Room 304, Roseburg, Oregon 97470, 541-440-4483, ccsmith@co.douglas.or.us, or assigned designee upon individual's absence. County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

#### **GENERAL PROVISIONS**

- 1. The indemnification provisions of this Agreement are intended to allocate risk for the work between County and City. Nothing in this section is intended to confer any right to indemnity on any independent contractor retained to perform the work, or to waive any right of indemnity against a contractor under the terms of the contract or otherwise.
- This agreement will be governed by and construed in accordance with laws of the State of Oregon. Each party shall perform its obligations under this agreement in accordance with all applicable statutes, ordinances, rules and regulations.
- Any notice required to be given under this agreement must be in writing and must be given by personal delivery or mail, except that any notice required by law must be given in the manner specified by such law.
- 4. There will be a default under this agreement if either party materially fails to comply with any provision of this agreement within the time(s) herein, and fails to cure such noncompliance within thirty days after the other party gives notice specifying the breach. In the event of a default, before either party may bring an action in any court concerning this agreement, such party must first endeavor in good faith to resolve the issue through negotiation or mediation. If a default occurs and it is not resolved under through negotiation or mediation, the party injured by the default may elect to pursue any equitable or legal rights and remedies available under Oregon law.
- 5. If any provision of this agreement is determined to be invalid by any court with jurisdiction over this agreement, such invalidity will not affect any other provision of this agreement. Unless the invalid provision is essential to the purpose or performance of this agreement, this agreement will be construed as if such invalid provision had never been included.
- 6. No condition or breach of this agreement will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a condition or a breach by either party will not constitute waiver of any other different or subsequent breach.
- 7. The foregoing constitutes the final and complete agreement of the parties concerning the project and supersedes all prior and existing written or oral understandings except as otherwise continued in effect by the terms of this agreement. No modification of this agreement will be valid unless it in writing and signed by the parties.

(SIGNATURE PAGE TO FOLLOW)

#### **CITY OF SUTHERLIN**

ByCity Manager	BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY
Date	By Chair Chris Boice
Attest:City Recorder	Chair Chris Boice  Date
Date	Bv
REVIEWED AS TO FORM	By Commissioner Gary Leif  Date
By City Legal Counsel	
Date	By Commissioner Tim Freeman  Date
	REVIEWED AS TO CONTENT
	By County Department Head
	Date
	REVIEWED AS TO FORM
	By County Legal Counsel
	Date

IN THE DOLLED OF COUNTY CONDESSIONERS OF X GLAS CULREY, CAUSEN

In the Natter or an Agreement with the City of Sutherlin is the provenent of Central Avenue of Central

It appearing to the Doard of County Commissioners that it is in the interest of the public that an appearant by and between Douglas County and the Dity of butherlin be entered into for the improvement of Central Evenue in said City of Sutherlin;

NEW, THIMPORE, IT IS HERBEY GROWELL that Agreement dated January 21, 1970, by and between the Jity of Lutherlin and Douglas County for certain improvements to Central Avenue in the Jity of Jutherlin, between Willomette Avenue and the ensterly city limits, BL AND IT IS HOWERY SOLDFILD and the County Clerk is bereby authorized and directed to place said Agr. exent on file in his office.

exited this Bist day of Conter, 1470.

A CASE STANK MENTERS TO

stanford Subj. Mairian

Al Flegel, Commissioner

Ray E. Doerner, Commissioner

#### AGREEMENT

#### WITNESSETH:

WHEREAS, present use of and the projected use of Central Avenue within the City of Sutherlin is of such volume as to require construction; and

WHEREAS, Central Avenue between Willamette Avenue and the easterly city limits is now a county road; and

WHEREAS, Douglas County proposes to reconstruct that portion of Central Avenue between Willamette Avenue and the easterly city limits.

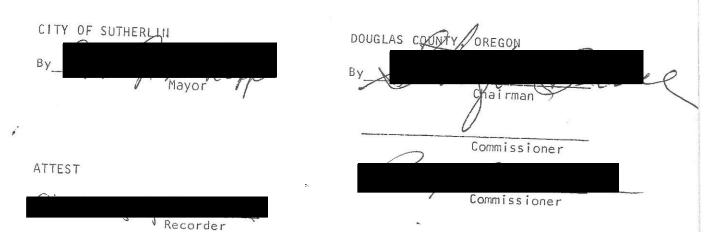
- NOW, THEREFORE, for and in consideration of the covenants hereinafter mutually exchanged, the parties hereby agree as follows:
  - A. County shall undertake the improvements of Central Avenue and shall do the following:
    - 1. Cause to be constructed a city street section with adequate base, surfacing and drainage to a width of 44 feet, face of curb to face of curb, between Willamette Street and Sherwood Drive or at such other locations on Central Avenue that are

mutually agreeable.

- 2. Cause to be constructed, a rural high standard highway with adequate base, surfacing and drainage from Sherwood Drive to the easterly city limits at engineer's centerline station 73+00. Said highway to be constructed shall be 40 feet in paved width with drainage carried outside the roadbed section.
- 3. County shall cause to be constructed 500 lineal feet, more or less, of 30 inch storm sewer with two manholes down Willamette Street; 700 lineal feet, more or less, of 30 inch storm sewer with two manholes down Umatilla Street; construct a 48 inch pipe crossing on Central Avenue connecting to the new Waite Street flood relief channel; and
- 4. County shall furnish deed descriptions and appraisal information for City's use in right of way acquisition.
- 5. County shall assume all costs of rights of way, utility adjustments, and construction, except as hereinafter set forth under "D".
- B. City shall participate in the costs of construction to the following extent and shall otherwise perform the following:
  - City shall pay for all curb costs at the contractors bid price per lineal foot of curbs.
  - City shall pay for all sidewalk construction at the contractors bid price for sidewalks if City requests sidewalk to be included in the contract.

- 3. City shall perform all rights of way negotiation and shall obtain options in the name of the City. All options shall be approved by the Douglas County Board of Commissioners.
- 4. City shall relocate, at their own expense, any utilities owned or franchised or managed by the City at their expense which requires relocation due to the proposed construction.
- 5. City shall, upon completion of the work, assume full jurisdiction of Central Avenue from Willamette Street to engineer's station 73+00, which station is at or near the easterly city limits.

IN WITNESS WHEREOF, pursuant to resolution duly adopted by the Board of Commissioners, County has caused the signatures of its Board of Commissioners to be affixed hereto, and City, pursuant to resolution duly adopted by the Common Council, has caused the signatures of its Mayor and Recorder to be affixed hereto the day and year first herein above written.

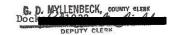


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DOUGLAS COUNTY, OREGON

SEP 2 6 1973



NOTICE OF TRANSFER OF JURISDICTION OVER CERTAIN COUNTY ROAD TO THE CITY OF SUTHERLIN

NOTICE IS HEREBY GIVEN that by virtue of Section 373.270, Oregon Revised Statutes, Douglas County intends to surrender to the City of Sutherlin upon its request the jurisdiction over the following described County road located within the corporate limits of said City of Sutherlin, to-wit:

Sutherlin-Nonpariel, County Road #19 (Central Avenue) in Section 16 and 17, Township 25 South, Range 5 West, W.M., beginning on the westerly boundary of Willamette Street at approximate Engineer's Centerline Station 13492; thence, in a easterly direction 1.25 miles, more or less, to the easterly City limits of Sutherlin at approximate Engineer's Centerline Station 79+80.

and that the Board of County Commissioners of Douglas County will, at the hour of 10:30 a.m., on Wednesday, October 31, 1973, in the Courtroom of said Board, hear objections, if any, to said transfer of jurisdiction over said road.

Dated this 26th day of September, 1973.

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, OREGON

Al Flegel, Chairman

Ray E. Doerner, Commissioner

L. W. FILCHAELS, COMMILESTOREL

Posted this 26th day of September, 1973.

George E. Grubb, County Engineer

LIBER 291 PAGE 0365 98 OCT 16 PM 1: 26

037-006-130

DOYLE SHAVER JR. DOUGLAS COUNTY CLERK

#### INTERGOVERNMENTAL AGREEMENT FOR FUNDING PUBLIC IMPROVEMENTS

This Agreement is made on October 14, 1998, by Douglas County, a political subdivision of the State of Oregon, referred to herein as "County" and City of Sutherlin, an Oregon municipal corporation, referred to herein as "City."

#### RECITALS:

A TY

City is paving a portion of Central Avenue which is under its jurisdiction. The Oregon Department of Transportation paved a portion of Central Avenue last summer that was under its jurisdiction. County has one block of Central Avenue under its jurisdiction, not scheduled for paving.

This agreement will allow County to reimburse City for asphalt paving and traffic marking the portion of Central Avenue under County jurisdiction.

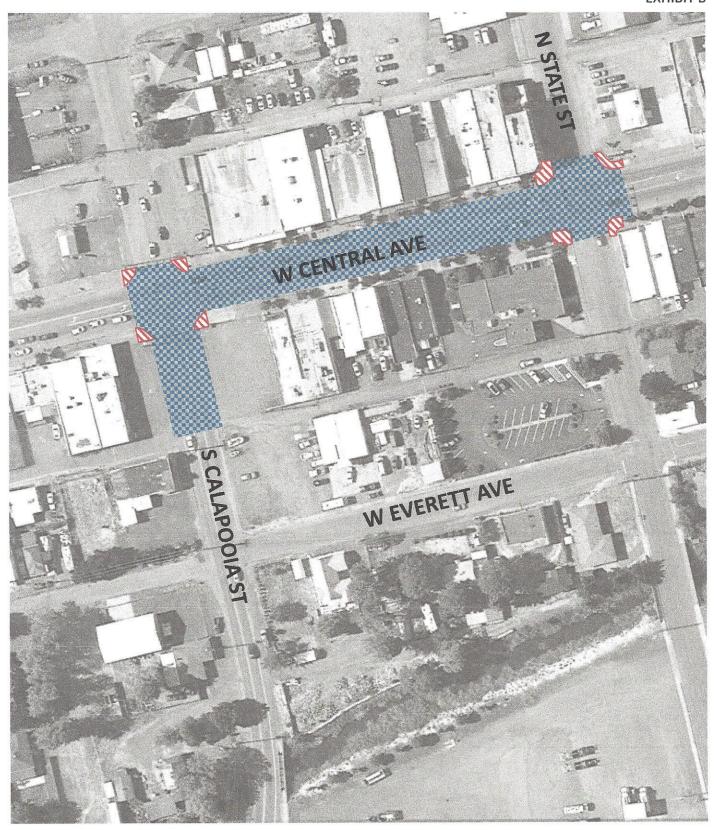
#### COUNTY AND CITY HEREBY AGREE:

#### DEFINITIONS AND INTERPRETATION:

#### 1.1 As used in this Agreement:

- 1.1.1 "Applicable Laws" means statutes, regulations, administrative rules, ordinances, and other legal requirements applicable to this Agreement that are adopted, enacted, or promulgated by any federal, state, or local governmental body, agency, or official with jurisdiction over this Agreement.
- 1.1.2 "Improvements" means asphalt concrete pavement and traffic markings along the portion of Central Avenue between Calapooia Street and State Street in the City of Sutherlin.
  - 1.1.3 "Party" or "Parties" means County or City or both.
- 1.1.4 "Record" means and includes any book, paper, photograph, drawing, model, video or sound recording, machine readable electronic record, or other material which contains verbal, numerical, or graphic information regardless of form.
- 1.1.5 "Third-Party Claim" means any demand, dispute, claim, action, arbitration proceeding, administrative proceeding, and other adversarial proceeding or appeal that is asserted, filed, or prosecuted against a Party by a person or entity other than Party and any resulting damages, judgments, penalties, attorney

# East Central Ave (County Road #19), West Central Ave (County Road #388) N. State St to current Sutherlin City Limits at S. Calapooia St to N. State St approx. Engineer's Centerline Station 83+35 to be transferred to the City of Sutherlin to be transferred to the City of Sutherlin Plat 'A' St E. Sixth Ave St. John St Emerald St State St N. Umatilla St East Central Ave SUTHERLIN CITY LIMITS West Central Ave South Side Rd S. Calapooia St W CENTRAL AVE & E CENTRAL AVE JURISDICTIONAL TRANSFER



**LEGEND** 



SIDEWALK CONSTRUCTION





City of Sutherlin

126 E. Central Avenue Sutherlin, OR 97479 541-459-2856 Fax: 541-459-9363 www.citvofsutherlin.com

STAFF REPORT								
Re: Sutherlin Downtown Development Funding Request Meeting Date: 2/13/17								
Purpose:  Action Item Workshop Report Only Discussion Update								
Submitted By: City Manager, Jerry Gillham and CDD, Brian Elliott  City Manager Review								
Attachments: Sub	Attachments: Sub-package Possibilities: Central Avenue Improvement Projects							

#### WHAT IS BEING ASKED OF COUNCIL?

To consider and decide the allocation of approximately \$3.211M in completing all or a portion of three project sub-packages as attached with this staff report.

#### **BACKGROUND**

By now, we are all aware of how the city and ODOT executed a Transfer of Authority (TOA) agreement in which ODOT paid the city \$2.15M to assume ownership and authority of a portion of Central Avenue (Comstock to Calapooia). These monies provided for more funds than needed to restore that portion of Central Avenue and thus, served as a catalyst in making further Central Avenue upgrades progressing eastward. Additionally, these "more monies", combined with state gas tax revenues and county TOA revenues (Calapooia to State), equal a total of \$3.211M available to council to expend in considering the sub-packages attached with the staff report that also includes a specific cost break-out depicting the actual costs of streetscape beautification. Additionally, after analysis by our contracted street engineer and lengthy discussion amongst the team, our unified recommendation is to not set aside \$250,000 for 20-yr future maintenance needs. Over the course of time, the repairs of unimproved portions of Central are exceedingly more costly than upgrading degraded asphalt now. Our analysis, revealed that by not going further along Central Avenue would cost the city more than the amount we would set aside for future maintenance. Subsequently, these funding packages include these monies within the sub-packages; except however, in consideration of all possible alternatives, we show in the attached Central Avenue Sub-Package Project Map the impacts including and not including these maintenance monies (#1 & #3 in attached map) for your consideration and final decision. One additional comment made by the street engineer for the City of Prineville emphasized this reasoning as follows "Once streets reach a point where deterioration accelerates, the cost to maintain them rises from \$2.20 per square yard to about \$17.00 per yard."

In considering the possibilities, please recall as a baseline, from our first analysis and expectations, the goal was to complete the TOA while having additional funds that would allow for street improvements eastward to Terrace. Our expectations therefore, were that any means of going beyond Terrace would be considered a success. Please again; refer to the attached *Central Avenue Sub-Package Project Map* as a means of examining the additional length purchased with additional monies.

#### **CURRENT SITUATION**

The following exhibits are attached and in order as described below:

- Downtown Improvement Sub-Package Estimated Cost (#4 below).
   Estimated total costs for downtown are \$1,144,379.
- Required Downtown Safety Estimated Costs, less the portion for beautification. This is a breakdown of the Downtown Improvement Sub-Package. If council decided to do only the required improvements, the core cost is \$856,293 while the beautification portion as described in this attachment are \$288,063.
- Additional Sidewalks Sub-Package Estimated Costs (#5 below).
  There are two attachments associated with this sub-package; one is the cost break-out and project description and the other is a schematic drawing showing the sections of needed repair or installation. The total estimated cost estimate is \$140,000
- Asphalt Only (#6 below).
   This option is described while referring to the Central Avenue Sub-Package Project Map.
- Central Avenue Sub-Package Project Map. Because of the variety of sub-package options this map became essential to assisting council in making a final decision by showing the distance impact associated with each. Through our analysis, with the assistance of our contracted engineer, we created six possibilities for council consideration as follows:
  - 1. <u>With street-scaping (beautification)</u>, <u>without sidewalks and without the \$250,000 maintenance funds (to be set aside for the future).</u>
  - 2. With street-scaping, with sidewalks, and with maintenance funds.
  - 3. Without street-scaping, without sidewalks, and without maintenance funds.
  - 4. With street-scaping, without sidewalks, and with maintenance funds.
  - 5. Without street-scaping, with sidewalks, and with maintenance funds.
  - 6. Asphalt only to include maintenance funds.

#### **SUMMARY**

No recommendation is provided. Staff does offer the following points of consideration:

- Recall that the original objective was to raise enough monies to extend asphalt to Terrace Ln. Options 2-6 exceed this original expectation.
- Balancing the "asphalt vs safety and beautification/economic development" is a dilemma for council, especially when considering the entirety of our population.
- Because of the core asphalt/ADA costs, the net downtown beautification cost is \$288,000 at this point in time. At any future point in time, this work in a separate project, reopening Central and completing the work would be significantly greater.

One additional idea: Consider a loan to fill in the gap desired to repair all of Central Avenue eastward to the city limits: The Oregon Department of Transportation has prequalified the City of Sutherlin for an Oregon Transportation Infrastructure Bank (OTIB) loan. A general overview is provided as follows:

Repayment of OTIB loans must begin within five years of project completion and must be completed within 30 years or at the end of the useful life of the project, if shorter. Applicants are encouraged to lower borrowing costs by choosing the shortest feasible repayment term, since the interest rate generally will be higher with a longer repayment schedule. For loans with a term in excess of one year, the department charges a one-percent loan fee at closing. This fee is designed to cover the costs of administering the program and legal review of all loan documents. The fee may be included in the loan request or paid using other funds of the applicant. Loans from the OTIB are typically secured by a pledge of the applicant's highway user tax revenues, as well as any funds/accounts related to those revenues. Additional collateral such as facilities, equipment or vehicles may also be required to secure the loan.

- Three points of consideration for council:
- 1. Completing the sidewalks for ADA and safe pedestrian access along Central Avenue from downtown to Bi-Mart, and completing downtown beautification work that would improve livability, safety and the economy by making downtown a new area-wide attraction. Further, with regard to the portion of costs to complete downtown beautification, if this were not done at this time with all the subordinate work being completed now; the costs for any future downtown beautification effort would be substantially more expensive. Finally, it is believed that in projects such as this, for every dollar put into infrastructure and beautification, in response, private investment equals ten dollars. If not now, when?
- 2. Repair costs in the future vs loan costs and completing all of Central Avenue now. With the limited street gas-tax revenues, we could not set proportional monies aside for completing this section of Central for and keep up with increasing inflation and road deterioration over this "hope-to-repair" period of time.
- 3. During the TOA negotiations, you may recall working with ODOT to receive another \$250,000 with the expectation that additional monies could be made available to enhance our Central Avenue project. After discussions with ODOT, we have obtained a commitment from them to do an overlay project on Central Avenue going eastward from Ft. McKay Road to Comstock. Because of this significant additional enhancement to our community, it would seem a good idea to complete Central Avenue going eastward. In conclusion, the total monies made available by ODOT, county and city gastax revenues for Central Avenue alone exceeds \$5M and with the Comstock monies the grand total of street upgrades in 2017 for Sutherlin is over \$7M. Between the city, county and ODOT coordinating and working together, the collective cost savings in mobilization and asphalt make the eastward overlay a better value as compared to a separate bid-specification contract sometime into the future.

## Downtown Improvement



Estimated Cost \$1,144,379 **Total Available** 

\$3,211,000 Balance: **\$2,066,621** 

#### Pros

- Improves safety and livability
- Beautification
- Economic savings; right time to do this
- Vehicle safety; more room to open door
- Better lighting
- Economic stimulus

#### Cons

- Limits paving going east by cost of this project
- Disruption of downtown

#### Project Description:

- o Removal of trees/planters
- o Installation of new trees and grate-covers with conduit
- Repair of unsafe portions of sidewalk (trip/hazards)
- o Removal of old and installing new decorative street lights with water and electric
- Brackets/holes for flag display
- o All ADA compliance repair
- o 2' cut-away of existing sidewalk "bulb in"
- NE corner of Central/State enhancement
- Upgrading signals at Calapooia and State Streets
- Milling and repaying the highway for drainage and ADA slope compliance



# Required Downtown Safety: Cost Break-Out



Curb & Gutter to be replaced

Total Estimated Costs of Downtown: \$1,144,379

Less the required safety improvements: \$856,293

Costs to complete downtown beatification: \$288,063

Special notation:

This sheet is presented to depict the downtown core scope of work that is required to be completed and is built into the "asphalt only" portion of costs. These "required" sub-projects contribute greatly toward the transformational vision the city and downtown businesses have hoped to achieve for the past several years. Additionally, the TOA agreement with Douglas County also includes these costs for reimbursement for the portion of Calapooia to State Streets. There are sidewalk cut-aways that must be completed in order to clear ADA/trip-hazards which subsequently create the "bulb-in" concept shown in the early drawings. This "cut-away" instead of rebuilding will become part of the roadway allowing for both beautification efforts and vehicle/pedestrian safety. This sub-project is described in greater detail below.

#### **Project Description:**

- Cost of the downtown beautification that is not required for ADA compliance
- · Sidewalk removal and asphalt replacement for the bulb-in
- Decorative luminaires
- Trees and grates



# Additional Sidewalks



**Total Available:** 

Estimated Cost- Sidewalks:

Balance-Asphalt:

**\$3,211,000** \$140,000

\$3,071,000

#### Pros:

- Pedestrian safety
- Connectivity- multi-modal enhancements

#### Cons:

- Limits paving going east by cost of this project
- Disruption of downtown

#### **Project Description:**

- NE corner of State
- o SE corner of Umatilla (300 ft. +/-)
- o Tie sidewalk at Beecroft to shopping (to Mardona)

#### See attached map

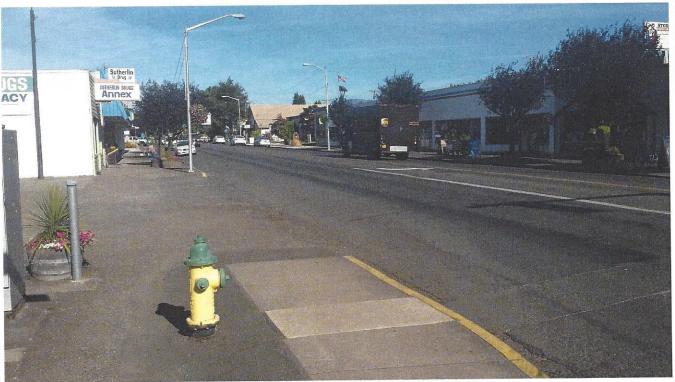
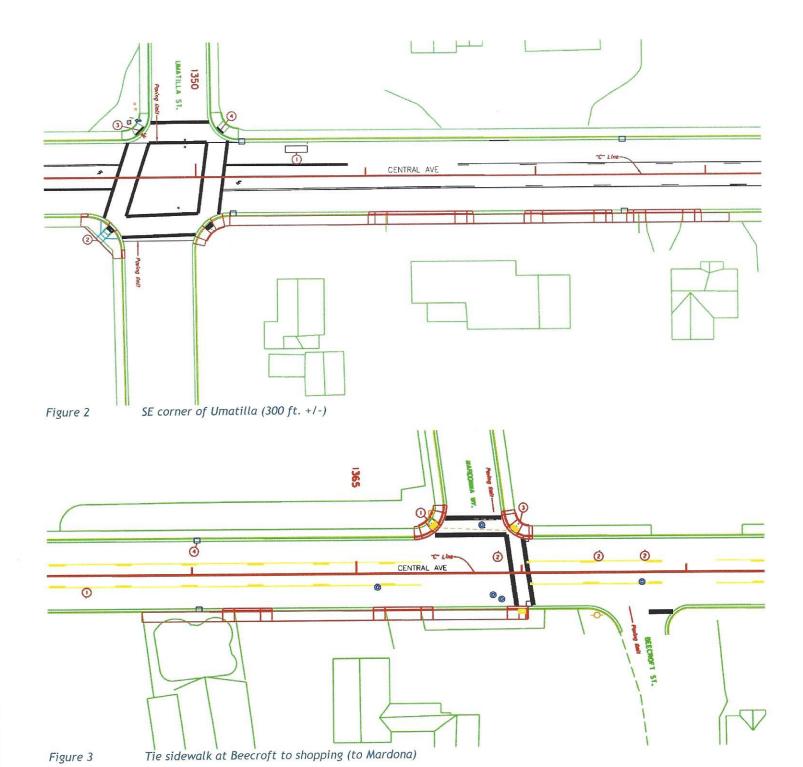


Figure 1

NE corner of State



# Asphalt Only



**Total Available:** 

\$3,211,000

- Maximize pavement preservation along Central
- -Shorter duration of disruption downtown

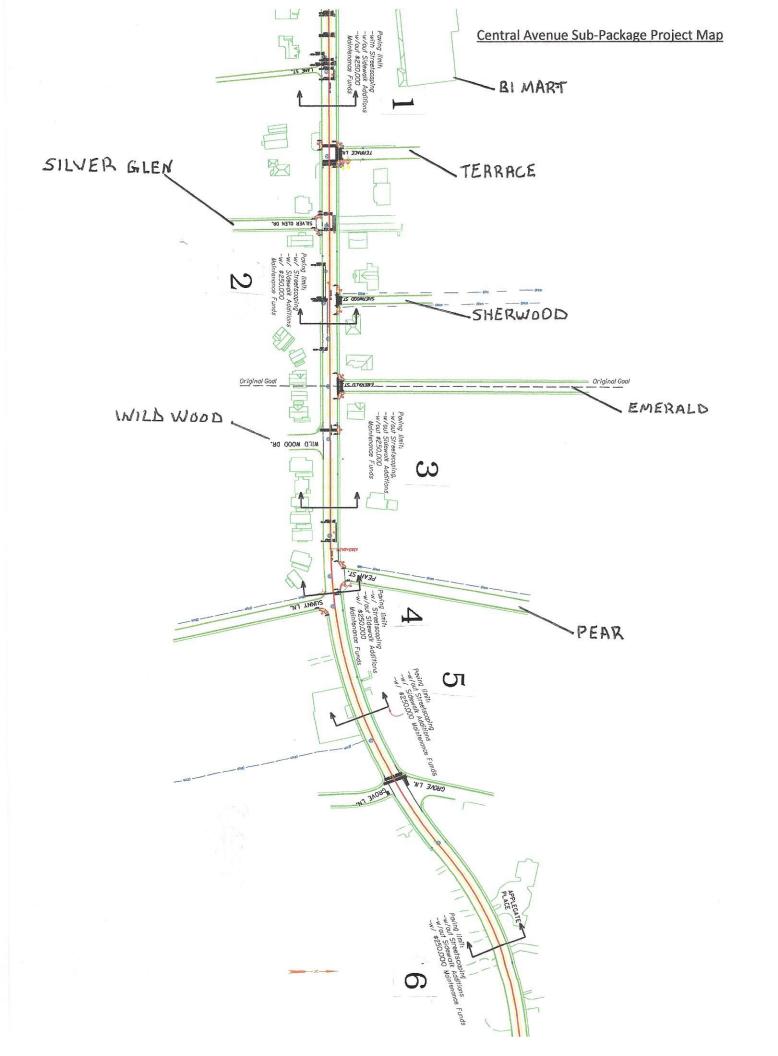
#### Cons:

- Lose the immediate cost benefit of the required safety improvements for downtown
- Lost opportunity to make core downtown improvements for an undeterminable period of time into the future

#### Project Description:

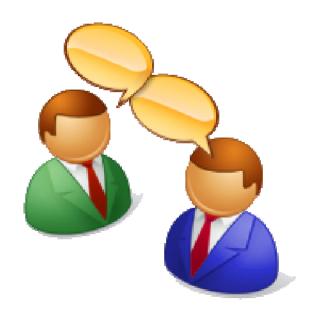
- New asphalt overlay from Comstock to as far eastward as the allocated monies allow
- ADA ramp upgrades throughout the paving limits
- Relocation of storm drains as needed for ADA ramps and implementation of a bike lane from Comstock to Front Street.

# See attached Map





# COUNCIL COMMENTS





# PUBLIC COMMENT





# **ADJOURNMENT**





# FOR YOUR INFORMATION





126 E. Central Avenue Sutherlin, OR 97479 541-459-2856 Fax: 541-459-9363

www.cityofsutherlin.com

# City of Sutherlin

	STAFF REPORT									
R	Re: 2016 SDC Summ	ary Report			Meeting Date:	02/13/17				
P	Purpose:	Action Item	Workshop	Report Only	Discussion	Update				
S	Submitted By: Dan Wilson, Finance Director  City Manager Review									
A	Attachments: SDC Annual Report									
		WHAT IS	BEING ASKED (	OF COUNCIL?						
	As this is only an ir	nformational report			ncil.					
			EXPLANATIO	N						
	ORS 223.311 states that "The local government shall provide an annual accounting for system development charges showing the total amount of system development charge revenues collected for each system and the projects that were funded in the previous fiscal year".  The attached report is meant to satisfy the requirements of ORS 223.311.  ORS 223.229 (2) & (3) distinguishes between Improvement SDCs and Reimbursement SDCs. Currently the City of Sutherlin only charges for Improvement SDCs which are to be used for future capital improvements to the City. Reimbursement SDCs are repayments for capital improvements already completed.									
	OPTIONS									
	N/A									
		SU	JGGESTED MOT	ION(S)						
	N/A									

## **System Development Charges**

## **Annual Report**



In accordance with ORS 223.311 the City shall provide an annual accounting of revenue collected and amount spent on each project funded in whole or in part by SDC revenue.

For FY 2015-2016 the following was recognized:

#### **Street SDC**

Improvement SDC Balance 07/01/2015:	243,105
Reimbursment SDC Balance 07/01/2015:	-
Revenue:	
Improvement SDC	26,368
Reimbursment SDC	-
Expenditures:	
Improvement SDC Projects	-
Reimbursment SDC Projects	-
Improvement balance 06/30/2016:	269,473
Reimbursment balance 06/30/2016:	-
Parks SDC	
Improvement SDC Balance 07/01/2015:	4,685
Reimbursment SDC Balance 07/01/2015:	-
Revenue:	
Improvement SDC	9,000
Reimbursment SDC	-
Expenditures:	
Improvement SDC Projects	-
Reimbursment SDC Projects	-
Improvement balance 06/30/2016:	13,685
Reimbursment balance 06/30/2016:	

### **System Development Charges**

Reimbursment balance 06/30/2016:

#### **Annual Report; Continued**



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Improvement SDC Balance 07/01/2015: Reimbursment SDC Balance 07/01/2015: Revenue: Improvement SDC 30,669 **Reimbursment SDC** Expenditures: Improvement SDC Projects **Reimbursment SDC Projects** Improvement balance 06/30/2016: 30,669 Reimbursment balance 06/30/2016: **Wastewater SDC** Improvement SDC Balance 07/01/2015: Reimbursment SDC Balance 07/01/2015: Revenue: 2,699 Improvement SDC **Reimbursment SDC** Expenditures: Improvement SDC Projects Wastewater Treatment Plant Upgrade 2,699 **Reimbursment SDC Projects** Improvement balance 06/30/2016:

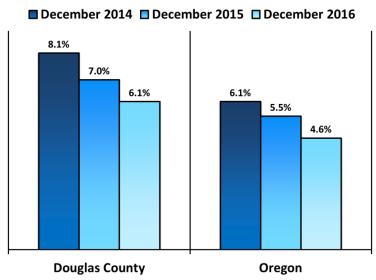
# **Douglas County Economic Indicators**January 2017 (December data)



#### **Local and State Unemployment Rates**

(Seasonally adjusted)

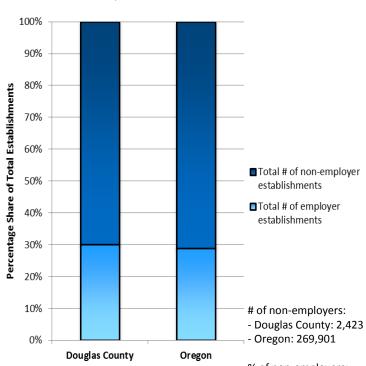
Source: Oregon Employment Department, Local Area Unemployment Statistics



The over-the-year unemployment rate is continuing to decline throughout Douglas County and the State of Oregon.

#### **Graph of the Month**

Employer vs. Non-Employer Establishments (2014)
Source: U.S. Census Bureau. Quick Facts



% of non-employers:

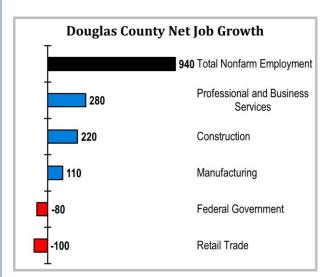
- Douglas County: 69.9%

- Oregon: 71.1%

#### **Industry Gains and Losses**

(Over-the-year net change in employment)

Source: Oregon Employment Department, Current Employment Statistics



The Oregon Employment Department and the U.S. Bureau of Labor Statistics (BLS) work cooperatively to develop and publish monthly payroll employment and labor force data for Oregon's metropolitan areas and counties. The estimates of monthly job gains and losses are based on a survey of businesses.

Quick Fact: The ratio of non-employer establishments to employer establishments in Douglas County is very similar to the State of Oregon as a whole. Non-employer establishments are not necessarily the primary jobs for proprietors, as they are typically employed by an employer establishment, as well. According to the U.S. Census Bureau, "a non-employer business is one that has no paid employees, has annual business receipts of \$1,000 or more (\$1 or more in the construction industries), and is subject to federal income taxes."

# Have questions? Need local data? Contact me!

R. Kale Donnelly - Workforce Analyst kale.donnelly@oregon.gov 541.530.0605

## SACC Monthly Report Tourism - Motel Tax Fund Thru December 31, 2016

		BUDGET:	<b>ACTUAL:</b>
	ipts from City	100,000.00	60,899.43
	ipts from Street Fair		460.00
Rece	ipts from Hot Rod Run	_	760.00
_	Total Revenue		62,119.43
Expenditures:			
Perso	onnel:	45,000.00	22,920.00
Mat'i	& Services:		
	Advertising	18,000.00	9,835.81
	Building Maint. & Services	1,500.00	
	Furnishings & Equipment	750.00	409.94
	Memberships	300.00	₽
	Office Supplies	500.00	71.72
	Postage	250.00	37.68
	Telephone	1,500.00	557.60
	Tour. Promotion-Music	500.00	247.10
	Tour. Event - Museum	250.00	-
	Tour. Event - Blackberry	6,000.00	6,000.00
	Tour. Event - Hot Rod Run	4,000.00	1,922.29
	Tour. Event - Rodeo	1,500.00	223
	Tour. Event - Street Fair	5,000.00	2,898.97
	Tour. Flag Proj Dev.	6,400.00	-
	Travel & Training	600.00	563.34
	Utilities	1,200.00	116.51
	Total Mat'l & Services	48,250.00	22,660.95
General Admin:		6,000.00	4,980.73
	Totals	750.00	11,557.75
	Actual Carry-over Funds	12,939.45	1,206.00
	Woofstock Tour. Event	1,500.00	
	Tourism Plan Award	30,880.00	
	Lg Street Banners Design Work		718.75

#### **Diane Harris**

From:

Diane Harris

Sent:

Wednesday, February 08, 2017 8:13 AM

To:

April Ehrlich; Ashley KQEN News (ashley@bciradio.com); DC Commissioners; Douglas County News; KUGN; KYLE-KQUEN; News Desk (newsdesk@nrtoday.com); Register

Guard; Roseburg Beacon; Vera Westbrook (vwestbrook@nrtoday.com)

Subject:

PUBLIC MEETING NOTICE

Attachments:

CC AGENDA FEB 13.17 Meeting.pdf

Good morning,

Please see attached agenda for the February 13<sup>th</sup> Sutherlin City Council Meeting!

Thank you,



Deputy City Recorder City of Sutherlin 126 E Central Ave Sutherlin, OR 97479 (541)-459-2856 d.harris@ci.sutherlin.or.us