

AGENDA
CITY COUNCIL WORK SESSION
TUESDAY, AUGUST 7, 2018 – 7:00 P.M.
Lowell City Hall, 107 East 3rd Street, Lowell, Oregon

CALL TO ORDER/ROLL CALL

Councilors: Mayor Bennett ____ Burford ____ Osgood ____ Angelini ____ Harris ____

Study sessions are held for the City Council to receive background information on City business and to give Council members an opportunity to ask questions and express their individual views. No decisions are made, and no votes are taken on any agenda item. The public is invited to attend, however, there is generally no public comment period.

WORK SESSION TOPIC(S)

1. RDI Proposal for Small Business Organizational Assistance
2. Solid Waste Franchise Agreement
3. City Hall and Library Renovations
4. Backflow Prevention Program
5. Travel Oregon Competitive Small Grant
6. Oregon Department of Environmental Quality Materials Management Grant

ADJOURN

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Joyce Donnell at 541-937-2157.



April 17, 2018

Amended: July 11, 2018

TO: Jared Cobb, City Administrator
City of Lowell, Oregon

FROM: Michael Held, Director of Rural Economic & Policy Services
Mary Bosch, Senior Project Manager – Economic Vitality

RE: Proposal for Small Business Organizational Assistance

In follow up to our recent conversation about ways to encourage a business network in the Lowell area, this proposal outlines a straightforward approach for your consideration. It focuses on hearing from the business community, defining their needs and interests and the best fit in terms of an organization or network. It does not include implementation steps. This work can be completed in 8-10 weeks from the start. Once we agree on the approach, we will put together a budget.

Background and Purpose

- Lowell, Dexter, Pleasant Hill and Fall Creek exist as an interdependent cluster of communities along the Highway 58 spine, sharing school and fire districts among other services.
- The business base is small with Pleasant Hill and Lowell having the greatest concentrations.
- No chamber of commerce or other similar organization exists for business networking, entrepreneur support and development or business assistance. RAIN and Lane County have provided some services. Lowell has an Economic Development Committee that serves as an advisory group to the City and is interested in business marketing and support.
- The City of Lowell reached out to RDI to request assistance with 1. Determining the needs of local small businesses to help them remain vital and expand; and 2. Identifying the appropriate, best suited business network or organization (chamber of other) to provide a way for businesses to connect to and support each other and the residents/visitors they serve

SCOPE OF WORK

We've outlined a 3-Phase Scope of Work to explore the formation of a local business organization in the Lowell area.

1. Business Listening

- Engage with key members of the Economic Development Committee (EDC) to ensure their support for the approach outlined below and to secure their help in connecting to local businesses.
- This phase includes outreach to the Lowell area business community (about 40 including key home based businesses) through small group meetings in each community and interviews to ask about needs and interests. Assume approximately three meetings.
- RDI will organize the process but will depend on local contacts for introductions to and some PR assistance to create awareness and participation by businesses.
- Synthesize and summarize the results of this work will provide direction for moving forward.

Sample draft questions include:

- What does your business need from a business organization? (e.g., connect to customers, connect to businesses, technical assistance and training, promote the Lowell area business community, organize events to promote community, shop local campaigns, connect to resources, etc?)
- What type of organization would you be interested in joining and participating in? (e.g., Marketing, Networking, Tourism, Business Attraction, Learning, etc.)
- What is the most important value/outcome you'd like to receive to make your participation worthwhile?
- What would it take for you to make time to participate in a new network? Specifically, what types of 'get togethers' or services would be useful to you?
- What is your interest in participating at the ground level in a new organization?
- What's the best way to reach you?

2. Research Examples of Success

- Identify up to five case studies of how small towns are adapting to a changing business market with new iterations of old business networking models. E.g. Young Entrepreneurs and Professional Society of Umpqua Valley, Business Meet-up groups, Pub Talks, etc.
- Identify any best practices to guide a new organization, structure and approach given the limited local capacity of Lowell area.

3. Get Organized

- Summarize learning from Phases 1 and 2 in short report and PowerPoint presentation.
- Identify and map out one or more new organization models that appear to be a fit with the Lowell area business community.
- Pull together a small local core team who can serve as sounding board and launch group for next steps. Layout group purpose, leadership, structure, goals and actions for near future.

It is anticipated that a total of 4 trips are needed to Lowell/nearby communities to complete this assignment.

BUDGET

The total budget for the work outlined above is \$7,000 inclusive of all expenses. A proposed breakdown of funding sources is as follows:

\$5,000 – The Ford Family Foundation Technical Assistance Grant

\$1,500 – RDI Business Retention/Expansion Program

\$500—City of Lowell

ORDINANCE NO. 162

AN ORDINANCE REGULATING AND PROVIDING FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE WITHIN THE CITY OF LOWELL GRANTING A NON-EXCLUSIVE FRANCHISE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND DEFINING THE TERMS THEREOF; PROHIBITING UNLAWFUL ACCUMULATION, TRANSPORTATION OR DISPOSAL OF SOLID WASTE; PROVIDING PENALTIES; AND, DECLARING AN EMERGENCY.

THE CITY OF LOWELL ORDAINS AS FOLLOWS:

Section 1. Purposes, Policy and Scope. It is declared to be the public policy of the City of Lowell to regulate solid waste management to:

1. Insure safe, efficient, economical and comprehensive solid waste service.
2. Insure fair and equitable consumer rates and to prohibit rate preferences or other practices that might be discriminatory.
3. Conserve energy and material resources, reduce solid wastes and promote material and energy recovery in all forms.
4. Provide for technologically and economically feasible resource recovery.
5. Eliminate or prevent overlapping services and thereby increase efficiency and to decrease truck noise, street wear, energy waste, air pollution and public inconvenience.
6. Protect public health and the environment.
7. Provide public service standards.
8. Protect against improper and dangerous handling of hazardous wastes.
9. Provide a basis and incentive for investment in solid waste equipment, facilities, sites and technology.

Section 2. Definition of Terms.

1. Hazardous Waste: Any waste defined as hazardous waste by or pursuant to ORS Chapter 459; or defined as hazardous waste by another government unit having jurisdiction; or found to be hazardous to service workers, to service equipment, or to the public by the franchise.
2. Person: Any individual, partnership, association, corporation, trust, firm, estate, joint venture or other private legal entity or any public agency.
3. Resource Recovery: The process of obtaining useful material or energy resources from solid waste, including reuse, recycling and other materials recovery or energy recovery of or from solid waste.
4. Service: The collection, transportation or disposal of or resource recovery from solid waste.
5. Solid Waste: All solid waste or semi-solid waste, including without limitation, garbage, rubbish, refuse, trash, ashes or swill, newsprint or wastepaper, corrugated or cardboard, grass clippings, compost, residential, commercial, industrial, governmental or institutional wastes, discarded home or industrial appliances, equipment or furniture, vehicle parts or tires, vegetable or animal wastes and other wastes.
6. Solid waste Management: The prevention of or reduction of solid waste; management of services; and, facilities and equipment necessary or convenient to such activities.
7. Waste: Material that is no longer directly usable by the source, generator or producer of the material, which material is to be disposed of or to be resource recovered by another person.
 - a. The fact that all or any part of the material may have value and thus be recovered does not remove it from this definition.
 - b. The fact that the source, generator or producer of materials has separated or segregated such material from other waste does not remove the materials from this definition.

Section 3. Public Responsibilities. In order to facilitate the collection and disposal of solid waste, the following regulations shall apply to all persons in the City of Lowell.

1. The collector may make reasonable rules and regulations regarding collection service subject to prior written approval of the City Recorder.
2. Except for storage in a proper container, no person shall accumulate garbage or other putrescible material on any premises in the City of Lowell.
3. Every person who generates or produces solid waste shall remove or have removed all putrescible wastes at least every seven days. More frequent removal may be required where the facility, activity or use involves the public health. All wastes shall be removed with sufficient frequency so as to prevent health hazards, nuisances or pollution.
4. No person shall dump or dispose of any solid wastes on any lands or any facilities in the City of Lowell except for a disposal site or transfer station approved by the Oregon Department of Environmental Quality or the city or in containers provided for by the city.
5. Except for a facility under permit from the Oregon Department of Environmental Quality and subject to the limitation in the air or solid waste permit therefor, no person shall burn or incinerate solid waste within the City of Lowell. As an exception, the Fire Chief may issue permits for the burning of yard debris at times and under conditions stated in the permit and subject to all applicable state laws and rules.
6. No person shall haul, transport or convey sawdust, shavings, hog fuel or solid wastes by any conveyance upon any street, alley or thoroughfare in the City of Lowell unless such vehicle is constructed, loaded, operated and maintained so as to prevent its contents from dropping, sifting, leaking or otherwise escaping therefrom.
7. No container designed for manual pickup shall exceed 32 gallons in size or 50 pounds in loaded weight. Such containers shall be made of metal or be rigid, fireproof, rodentproof and not subject to cracking or splitting. Containers shall be round, tapered from top to bottom and have proper handholds and bales.

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8. Cans must be placed to the road side unless customer is disabled or other arrangements are made.
9. No free service to the City of Lowell.
10. Recycling - no rebate - no charge.
11. The city is to receive a list of customers and their fees on a yearly basis.
12. Unless special service or service equipment is provided by the franchisee for handling unconfined waste, materials such as rubbish and refuse, brush, leaves, tree cuttings and other debris for manual pickup and collection shall be in securely tied bundles or in any box, sack or other receptacles. Solid waste so bundled, tied or contained shall not exceed to pounds in weight.
13. No unauthorized person shall place material in or remove material from a solid waste collection container without permission of the owner of the container. For the purpose of this section, the franchisee is the "owner" of containers supplied by franchisee. No authorized person shall remove solid waste placed out for collection and resource recovery by the franchisee or a person exempted by this ordinance and operating solely within the exemption. Such solid waste belongs to the franchisee or exempted person, respectively.
14. No person shall place any hazardous waste out for collection or disposal by the franchisee nor place it into any solid waste container or drop box supplied by the franchisee or the city without prior notice to and prior written approval from the franchisee or the city, respectively. A person placing such wastes for collection shall, prior to notice to the franchisee or to the city, obtain approval of the waste disposal site to be used for disposal of such wastes. Where required, an additional approval shall be obtained from the local government unit having jurisdiction over the disposal site. This disposal approval shall be in writing, signed by the person designated by the disposal site or the local government unit having jurisdiction of the disposal site may require written authorization from the Oregon Department of Environmental Quality for handling of such hazardous wastes. This section does not apply to household wastes generated at and by a single family residential dwelling unit.

Section 4. Limited Exemptions to Franchise. No franchise is required for (a) the collection of repairable discards; (b) the collection of recyclable materials by religious, charitable, benevolent or fraternal organizations, except as may be further limited by the Council; (c) transportation of waste generated by a person transporting his or her own waste; (e) the purchase of totally source-separated recyclable solid waste for fair market value; (f) providing service for hazardous waste; (g) recycling activities by person or organizations so engaged at the date of adoption of this ordinance; and (h) by other practice, business or activity withdrawn by a resolution and order of the Council.

A resolution and order of exemption shall be granted only after a public hearing thereon, and be based upon written findings. Prior to granting such an exception, the City Recorder shall give 30 days' written notice to the franchisee of the public hearing and the proposed basis of the exception. Prior to granting such an exception, the Council must find that the exception carries out the purposes of Section 1 of this ordinance; that there is a need for the proposed service; that the franchise cannot or will not provide the required service; and that the applicant has the necessary equipment, experience, finances and personnel to provide adequate service; and, that the granting of the exception will not be materially detrimental or have a substantial impact on service, consumer rates or the business franchised under this ordinance.

Section 5. Practices Prohibited Without a Franchise. Unless exempted by or under Section 4 of this ordinance or granted a franchise under Section 6 of this ordinance, no person shall solicit customers for service, or advertise the providing of service, or provide service in the city.

Section 6. Franchise Granted. The franchise granted by this section is based upon the prequalification of the applicant on the basis of demonstrated knowledge of the service business, the ability of the applicant to continue to furnish all required and necessary equipment, personnel and service; the financial responsibility of the applicant; the capacity of the applicant to indemnify the city and its inhabitants against the failure on his part to fulfill the terms of the franchise or against injuries occurring to the city or any of its inhabitants in the performance of such franchise; and, the prior experience of the applicant in maintaining exemplary public service in the city and the surrounding area.

There is hereby granted to Star Garbage and Richardson Sanitation, Inc., the non-exclusive right, privilege and franchise to provide service with the city limits as of the date of this ordinance and of any area that may hereafter be annexed to the city, subject to the provisions of ORS 459.085 and, for that purpose, to utilize the streets and facilities of the city.

The rights, privileges and franchise herein granted shall begin on January 3, 1996, and shall be considered a continuing five year franchise. That is, beginning on January 3rd of each year, the franchise shall be renewed for a full five year term unless prior to that time the City Recorder shall notify the franchisee in writing of intent to terminate the franchise renewals. The termination of further renewals may be with or without cause. Upon giving of such notice of termination of renewals, the franchisee shall have a franchise which will terminate four year from the date of the notice of termination. The Council may later extend the term or reinstate the continuing renewal upon mutual agreement. The City Council may amend this ordinance to grant an exclusive franchise to any solid waste collector should the council determine it is in the public interest to do so.

Section 7. Franchisee Responsibilities. The franchisee shall:

1. Comply with disposal site regulation properly approved by appropriate governmental units. Franchisor shall certify that franchisee is a designated hauler to comply with site use regulations.
2. So construct, load, operate or maintain any vehicle or conveyance used in providing service so that solid wastes shall not drop, sift, leak or escape from such vehicle.
3. Keep sufficient equipment on hand to promptly and adequately provide service required by this ordinance and such further levels of service as may later be required by the Council, including, but not limited to, recycling; provided that the Council shall allow the franchisee a reasonable time to obtain necessary equipment and institute service, and shall include the cost thereof in rates to be forwarded to the Lowell City Recorder's office.
4. Comply with all rules and regulations of the City of Lowell and applicable regulations of Lane County and/or the Oregon Environmental Quality Commission.

5. Provide service throughout the city at such reasonable times as may be required by the Council and respond with reasonable promptness to all calls for special hauling of solid wastes.
6. Pay to the City of Lowell a franchise fee of three (3) percent of the annual gross cash receipts from service franchised by this ordinance. Determination and payment of such fee shall be paid at least quarterly on or before the 25th of the month in July, October, January and April each year for the previous quarter. Payment on a basis more often than quarterly may be made at such time as the City and the franchisee may agree. Any franchisee may elect, in the alternative, to pay a flat annual fee of \$300.00.
7. Provide the level of recycling and reuse service required by ORS 459.165 through ORS 459.200 together with applicable existing or future ordinances, laws, regulations, standards, or guidelines promulgated thereunder and:
 - a. As a matter of public policy the city requests each franchisee provide at least once a week collection of recyclable materials for all single family residential dwelling units within the city. On the effective date of this ordinance and until further action by the City Council recyclable materials are determined to be the following: properly cleaned and/or prepared newspapers, cardboard, tinned cans, glass, (separated by colors), aluminum and waste oil.
 - b. As a matter of public policy the city requests that each franchisee provide collection of recyclable materials from commercial, industrial, institutional, governmental and multi-family residential sources at least monthly or as otherwise directed.

Section 8. Suspension, Modification or Revocation of Franchise
The provisions in this section are in addition to and not in lieu of any other remedy of the city.

1. Failure to provide necessary service or otherwise comply with the provision of this ordinance after written notice and reasonable opportunity to comply shall be grounds for modification, suspension or revocation of the franchise.

2. After written notice from the City Recorder that such grounds exist, the franchisee shall have at least 30 days from the date of mailing of the notice in which to comply or request a public hearing before the Council.
3. At a public hearing, the franchise and other interested persons shall have an opportunity to present oral, written or documentary evidence to the Council.
4. If the franchisee fails to comply within the time specified or, if a Council hearing is held, with the order of the Council entered upon the basis of findings at the public hearing, the Council may suspend, modify or revoke the franchise or make such action contingent upon continued noncompliance.
5. In the event the Council finds an immediate and serious danger to the public through creation of a health hazard, it may take action within a time specified in the notice to the franchisee and without a public hearing prior to taking such action.
6. The waiver by the city of one or more defaults or breaches in franchisee's observance of the terms and conditions of this franchise and ordinance shall not be deemed by any court to be a continuing waiver of such default or breach of any subsequent default or breach thereof.

Section 9. Preventing Interruption of Service. The franchisee agrees as a condition to its franchise that whenever the Council determines that a failure of service or threatened failure of service would result in the creation of an immediate and serious health hazard or serious public nuisance, the Council may, after a minimum of 24 hours actual notice to the franchisee and a public hearing thereon if requested by the franchisee, authorize the city or another person to temporarily provide service. The city or the person providing the service may use and occupy the land and operate the facilities and equipment of the franchisee for the use of which the city shall provide the franchisee with reasonable compensation. The Council shall return any seized property and business upon abatement of the actual or threatened interruption of service.

Section 10. Transfer of Franchise. This franchise shall not be assignable by the franchisee to any third persons without the written consent of the Council being first has and obtained and until such assignee has filed his/her acceptance and agreement to abide by the terms hereof with the City Recorder. Such consent shall not be unreasonably withheld.

Section 11. Rate Determination and Requirements.

1. Service rates shall be reasonable and uniform, taking into consideration the services rendered; and the franchisee shall submit to the Council a list of the current charges and submit a list of any and all proposed rate changes 30 days prior to the date they are to be implemented.
2. Rates for service shall be set by each franchisee and shall be fair and equitable and shall relate the current rates charged to similar communities in the Lane County area.
3. The City Council may amend this ordinance to require a mandatory rate schedule of any and/or all franchisees should the City Council determine it is in the public interest to do so. The City Council hereby adopts and incorporates by reference "Exhibit A" which is the City Council Advisory Rate Schedule.
4. On all but emergency or interim rates, the franchisee shall provide 30 days' written notice of the proposed rate change to the City Recorder's office.
5. The Council may require such information as it determines to be necessary to justify changes in rates. The council may require an investigation and report by the City Recorder on any proposed rate changes.
6. A proposal to change rates may be initiated either by the franchisee or the council. A rate change proposal by the council shall be advisory but not mandatory.

Section 12. Penalties. Any person violating any of the provisions of this ordinance shall, upon conviction, be punished by a fine of not more than \$100 or by imprisonment for not more than 30 days, or by both such fine and imprisonment. Each day that a violation of this ordinance continues shall be considered a separate offense.

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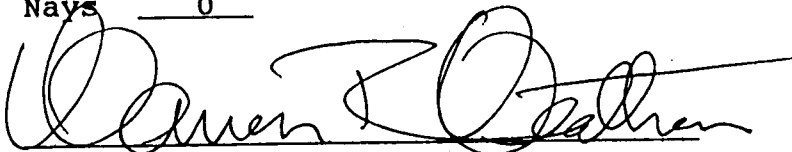
Section 13. City Enforcement. The city shall enforce the provisions of this ordinance by administrative, civil or criminal action or any combination as necessary to obtain compliance with this ordinance. The Council shall take such legislative action as is necessary to support the ordinance and the franchise granted. The franchisee may also enforce payment or protect its rights by appropriate civil action.

Section 14. Emergency Clause. It being necessary for the peace, health, safety, and orderly development of the City of Lowell, an emergency is hereby declared to exist and this ordinance shall become effective immediately upon its passage by the council and signature by the Mayor.

Passed by the Common Council this 4th day of January 1996.

Ayes 4

Nays 0


Warren R. Weathers, Mayor


Dee Blacklaw, City Recorder

db

CITY OF VENETA

ORDINANCE NO. 544

AN ORDINANCE RELATING TO SOLID WASTE MANAGEMENT IN THE CITY OF VENETA, OREGON, INCLUDING BUT NOT LIMITED TO GRANTING TO SANIPAC, INC. THE EXCLUSIVE FRANCHISE TO COLLECT, TRANSPORT, AND CONVEY SOLID WASTE, RECYCLABLE MATERIALS AND YARD DEBRIS OVER AND UPON THE STREETS OF THE CITY, AND TO RECYCLE, REUSE, DISPOSE OF, OR RECOVER MATERIALS OR ENERGY FROM SOLID WASTE; CREATING NEW PROVISIONS; REPEALING ORDINANCE NO. 507 AND ANY PORTIONS OF ANY OTHER ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

NOW THEREFORE, THE CITY OF VENETA ORDAINS AS FOLLOWS:

Section 1 Short Title. This Ordinance shall be known as the “Solid Waste Management Ordinance”, it may be so cited and pleaded, and it shall be referred to herein as “this Ordinance”.

Section 2 Policy, Purpose, and Scope. It is declared to be the public policy of the City to regulate solid waste management to accomplish the following:

- 2.1. Ensure safe, economical, financially stable, reliable, and comprehensive solid waste service;
- 2.2. Ensure rates that are just, fair, reasonable, and adequate to provide necessary public service and to prohibit rate preferences and other discriminatory practices;
- 2.3. Provide technologically and economically feasible resource recovery by and through the franchisee; and
- 2.4. Provide the opportunity to recycle.

Section 3 Definitions.

“**Administrator**” means the City Administrator of the City or the City Administrator’s designee.

“**City**” means the City of Veneta, Oregon, and the local government of that name.

“**can**” means a receptacle owned by a customer that does not exceed 32 gallons.

“**cart**” means a receptacle provided by the franchisee that does not exceed one (1) cubic yard.

“**compensation**” means and includes:

- (a) Any type of consideration paid for service, including but not limited to rent, the proceeds from resource recovery, and any direct or

indirect provision for payment of money, goods, services, or benefits by tenants, lessees, occupants, or similar persons;

- (b) The exchange of service between persons; and
- (c) The flow of consideration from the person owning or possessing the solid waste to the person providing service.

“container” means a receptacle, of at least 1-yard capacity, provided by the franchisee.

“Council” means the City Council of the City.

“franchisee” means the person granted the franchise by Section 4 of this Ordinance, or a subcontractor to that person.

“person” means an individual, partnership, association, corporation, trust, firm, estate, or other legal entity.

“recover resources”, **“resource recover”** and **“resource recovery”** means the process of obtaining useful material or energy resources from solid waste, including energy recovery, materials recovery, recycling, or reuse of solid waste.

“recyclable material” means any material or collection of materials which may be collected, separated, cleansed, treated and/or reconstituted and returned to the economic stream in the form of raw materials or products.

“service” means storage, collection, transportation, treatment, utilization, processing, and final disposal of, or resource recovery from, solid waste, yard debris and recyclable material; and providing facilities necessary or convenient to those activities.

“solid waste” means all putrescible and non-putrescible wastes, including but not limited to waste, garbage, rubbish, refuse, ashes, swill, waste paper and cardboard, yard debris, residential, commercial, and industrial demolition and construction wastes, discarded residential, commercial, and industrial appliances, equipment, and furniture, discarded, inoperable, or abandoned vehicles or vehicle parts, and vehicle tires, manure, vegetable or animal solid or semisolid waste, dead animals, and all other wastes not excepted by this Ordinance. Solid waste does not include:

- (a) Hazardous wastes as defined by or pursuant to ORS 466.005 (**“hazardous waste”**);
- (b) Septic tank and cesspool pumping or chemical toilet waste; or
- (c) Reusable beverage containers as defined in ORS 459A.725.

“solid waste management” means management of service.

“**waste**” means material that is no longer usable by or that is no longer wanted by the last user, producer, or source of the material, which material is to be disposed of or be resource recovered by another person.

“**yard debris**” means grass clippings, leaves, hedge trimmings, and similar vegetable or fruit waste generated from residential property or residential or commercial landscaping activities but does not include rocks, soil, concrete, stumps, or similar bulky wood materials.

Section 4 Exclusive Franchise and Exceptions.

- 4.1 There is hereby granted to Sanipac, Inc., the franchisee, the exclusive right, privilege, and franchise to provide service in, and for that purpose to use the streets and facilities of, the City.
- 4.2 Except for the franchisee and except as otherwise specifically provided in this Ordinance, it shall be unlawful for any person to:
 - 4.2.1 Provide service for compensation, or offer to provide, or advertise for the performance of service for compensation;
 - 4.2.2 Provide service for compensation to any tenant, lessee, or occupant of any real property of the person.
- 4.3 Solid waste, whether or not source-separated, and including recyclable material, once placed out for collection by the customer, becomes the property of the franchisee. No person other than the franchisee shall remove solid waste placed out for collection and resource recovery by the franchisee, including, without limitation, any person acting or purporting to act as an agent for the owner of the solid waste in question. No person other than franchisee or the customer, including, without limitation, any person acting or purporting to act as an agent for the customer, shall place material in or remove material from a container, cart, or can. No person other than franchisee or the customer, including, without limitation, any person acting or purporting to act as an agent for the customer, shall climb into or otherwise enter a container, cart, or can.
- 4.4 Nothing in this Ordinance shall prohibit any person from transporting solid waste he or she produces himself or herself to an authorized disposal site or resource recovery facility providing he or she complies with all other provisions of this Ordinance. Solid waste produced by a tenant, licensee, occupant, or similar person is produced by that person, not the landlord or property owner.
- 4.5 The exclusive right, privilege, and franchise to provide service is granted to franchisee by this Ordinance shall extend to all land within the corporate limits of the City. Any land annexed to the City during the term of this Ordinance shall automatically be subject to this Ordinance, and the franchisee shall have the exclusive right, privilege and franchise to provide service to property in any land so annexed. Upon annexation, the

franchisee shall contact the property owners of the newly annexed land and arrange for service.

Section 5 Franchise Term and Renewal. The rights, privileges and franchise herein granted shall continue and be enforced for a period of ten (10) years from the effective date of this ordinance, except as hereafter provided. At any time, within the 90 day period prior to the beginning of the 6th year of this agreement one party may notify the other in writing of intent to renegotiate any section of this Agreement. Such notice shall be in writing and mailed Certified Mail within the 90-day period preceding the applicable anniversary date. Nothing in this Section restricts the council from suspending, modifying or revoking the franchise for cause pursuant to Section 12. Ninety (90) days prior to the expiration of this franchise, staff shall notify the council of the pending expiration date. At that time, council shall decide to either renew or extend the franchise or go to bid for solid waste collection service.

Notwithstanding anything to the contrary in this Section 5, the Council may at any time, or from time to time, renew or extend the franchise granted herein contingent upon mutual agreement with the franchisee.

Section 6 Indemnification and Insurance.

- 6.1 The franchisee shall indemnify and save harmless the City and its officers, agents and employees from any and all loss, cost, and expense arising from damage to property and from injury to or death of persons to the extent caused by any wrongful or negligent act or omission of the franchisee, its agents, or employees in exercising the rights, privileges, and franchise hereby granted.
- 6.2 None of the rights granted by this franchise shall be exercised by the franchisee until it shall supply the City with a certificate or a policy of commercial general liability insurance in a form approved by the City and naming the City as an additional insured for \$5,000,000 in combined single limit coverage for each occurrence of personal liability and property damage.
- 6.3 The franchisee shall be required to furnish a surety bond with a bonding company entitled to transact business in the State of Oregon in the sum of \$10,000, conditioned that the franchisee shall well and truly observe and comply with the terms and conditions of this Ordinance. The franchisee shall renew the surety bond annually and file the bond with the City. The franchisee and the City may agree in writing to some additional method of securing to the City the assurance that the amount due to the City will be paid and that the franchisee will perform the terms of this Ordinance.

Section 7 Rates.

- 7.1 The initial rates for service are attached as **Exhibit A**.
- 7.2 The franchisee shall not give any rate preference to any person, locality, or type of solid waste stored, collected, transported, disposed of, or

resource recovered. This Section shall not prohibit uniform classes of rates based upon length of haul, type or quantity of solid waste handled, and location of customers so long as those rates are reasonable based upon costs of the particular service and are approved by the Council in the same manner as other rates, nor shall it prevent any person from volunteering service at reduced costs for a charitable, community, civic, or benevolent purpose.

- 7.3 Disposal or service cost increases established by a unit of federal, state or local government having jurisdiction or by the owner of the applicable disposal site may be passed on to customers following a thirty (30) days' notice of such increases to affected customers.
- 7.4 The rates for service described above shall be automatically adjusted annually, effective March 1st of each year during the term of the franchise, commencing on March 1, 2018, based on the annual average increase, if any, of the Consumer Price Index – All Items – for Portland-Salem, OR-WA, as published by the United States Bureau of Labor Statistics (<http://data.bls.gov>) (the "CPI") during the most recent twelve (12) month period ending no later than December 31st of the calendar year preceding the upcoming year. For example, if the CPI increased three percent (3%) from the annual average of 2011 to the annual average of 2012 then the rates for service would automatically be subject to a three percent (3%) increase effective as of February 1, 2013. In the event the CPI increased over five percent (5%) from the prior year's annual average, the automatic increase shall be capped at five percent (5%) and the franchisee and the City shall meet and confer in good faith to determine whether the franchisee shall be entitled to receive the remaining increase above five percent (5%). Under no circumstances shall the franchisee's rates be decreased below the rates in effect during the immediately preceding year. In the event the CPI index is no longer published, the parties shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. All percentages shall be computed to the third decimal place and the change in the rates for service shall be calculated to the nearest fifth cent (\$.05).

Notwithstanding the foregoing, if the annual average increase in CPI from January 1, 2017 to December 31, 2017 is less than two percent (2%), the rates for service for 2018 shall remain firm and shall not adjust as provided for in this Section. If the annual average increase in CPI from January 1, 2017 to December 31, 2017 is greater than two percent (2%), then the rates for service for 2018 shall increase by the increase in CPI over two percent (2%). The adjustment of rates for service every other year of this Contract shall continue as provided for herein.

- 7.5 In addition to the adjustment mechanisms set forth above, the franchisee may request an adjustment to the rates for service, under the following extraordinary circumstances: (i) any changes in existing, or adoption of new, federal, state, local or administrative laws, rules or regulations that result in an increase in the franchisee's costs, including but not limited to

the imposition of new or the increase to existing governmental, regulatory or administrative taxes or fees; (ii) disposal or service cost increases established by the owner of the applicable disposal site; and (iii) in the event that unforeseen circumstances arise which materially affect the franchisee's costs or revenues under this Ordinance, including, but not limited to, extraordinary increases in the cost of fuel. The franchisee's application for an extraordinary rate adjustment shall include a statement of the amount of the requested rate adjustment, the basis there for, and all financial and other records on which the franchisee relies for its claim that the franchisee's costs have increased. City staff shall promptly review the franchisee's rate application and notify the franchisee if its application is complete or whether City staff wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the Council for its consideration. Rate adjustments made under this Section 7.5 may be requested by the franchisee at any time during the course of an operating year. The Council shall review and consider approval of adjustment requests under this Section 7.5 in its discretion; provided that such approval shall not be unreasonably withheld, conditioned or delayed. The Council shall review and consider such requests within a reasonable period of time after the complete submittal by the franchisee of its application for an extraordinary rate adjustment and after the City has had a reasonable period of time to request, review and audit any applicable financial records of the franchisee. The Council may grant the franchisee's requested rate adjustment or, based on the information presented, increase or decrease the rates for service in amounts differing from the franchisee's request. The adjusted rates, if approved by the Council, shall go into effect after customers have received thirty (30) days' notice of such approval.

- 7.6 In an effort to defray the costs incurred by the franchisee for providing its services under this Ordinance, the franchisee shall be entitled to receive and retain all revenues, if any, from the sale of recyclable material and/or yard debris received by the franchisee from its customers.

Section 8 Franchise Fee.

- 8.1 In consideration of the granting of this franchise, the franchisee agrees to pay to the City a franchise fee of five percent (5%) of its gross receipts collected from customers within the City; provided that the franchisee shall be permitted to add (*i.e.*, pass-through) the amount of such franchise fee to the rates charged to customers for solid waste, recyclable material and yard debris collection services. Such franchise fee shall be payable by the franchisee every other month beginning February 1, 2018.
- 8.2 The franchisee shall keep and maintain accurate books and records for the purpose of determining the amounts due the City under the provisions of this franchise. These books and records shall be open to inspection by the City, its attorney, or authorized agent at any time during the franchisee's business hours. The franchisee shall keep and maintain books and records related to the franchise for a period of five (5) years

following the expiration or earlier termination of the franchise. During that five (5) year period, the books and records shall continue to be open to inspection by the City, its attorney, or authorized agent at any time during the franchisee's business hours.

Section 9 Franchisee Responsibility. The franchisee shall:

- 9.1 Dispose of solid wastes collected at a site approved by the local government unit having jurisdiction of the site or recover resources from the solid wastes, in compliance with Chapter 459, Oregon Revised Statutes, and regulations promulgated thereunder.
- 9.2 Provide the opportunity to recycle consistent with ORS Chapter 459A and regulations promulgated thereunder.
- 9.3 Comply with all applicable local, state, and federal laws, now or hereafter enacted (Laws). In the case of a conflict between this Ordinance and other Laws, the Laws shall prevail.
- 9.4 Provide a minimum of weekly on-route collection of residential solid waste materials (20, 35, 65, 96-gallon).
- 9.5 Provide a minimum of every other week on-route collection of residential commingled recyclable materials (96-gallon) on the same pick-up day as solid waste service.
- 9.6 Provide a minimum of every other week on-route collection of residential yard debris materials (96-gallon) on the same pick-up day as solid waste service.
- 9.7 Provide weekly yard debris collection for the months of April, May and November.
- 9.8 Provide a durable 96-gallon cart to residential customers for yard debris collection along with a 96-gallon cart for residential commingled recyclables.
- 9.9 Provide expanded recycling education and promotion program which includes, among other things, recycling collection promotion directed at residential and commercial solid waste service customers quarterly.
- 9.10 Provide recycling education and promotion through its quarterly newsletters.
- 9.11 Be responsible for mailing educational welcome packets to all new customers in an effort to outline all recycling services.
- 9.12 Provide and staff an educational booth at the City's Earth Day Event.
- 9.13 Provide recycling collection service to multi-family dwelling complexes having five (5) or more units.

- 9.14 Provide on-site collection of commingled recyclable materials from commercial customers.
- 9.15 Provide commercial customers an option of food waste recycling, which program will provide carts up to 65 gallons and commercial containers not to exceed 2 yards.
- 9.16 Within 30 days after the effective date of this Ordinance, file with the City Recorder a written acceptance of this franchise,
- 9.17 Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide the service pursuant to this Ordinance. Where one or a few large customers require substantial investment in new or added equipment not otherwise necessary to service the franchised service area, the franchisee may require a contract with those sources providing that the customer will require and pay for service for a reasonable period of time. This Ordinance exception is intended to assist in financing the necessary equipment and in protecting the integrity of the remaining service should the source or sources terminate collection service.
- 9.18 Respond to any written complaint on service.
- 9.19 Annually provide a franchise report to the City on or before March 31st for the preceding year's activity. City staff and the franchisee shall work together in good faith to determine the contents of such franchise report.
- 9.20 Remove all solid waste as herein defined from the Community Center of the City, the swimming pool, City Hall, and all city parks, and any other future Parks which the City may develop after February 1, 2018, free of charge.
- 9.21 Provide the necessary equipment, collection, transport, labor and disposal of all waste material generated from the City's annual community wide clean-up, free of charge.
- 9.22 Remove all solid waste as herein defined from the following City-sponsored events, free of charge: Zumwalt, Parades, Harvest Festival, Earth Day and any other event having similar or smaller size, scope, attendance and amount of solid waste generated.
- 9.23 Haul all material emptied from the boxes of the City's street sweeper free of charge; provided that the City shall pay any and all disposal fees for the disposal of such material.
- 9.24 Provide free of charge three (3) roll-off boxes annually for City abatement projects. Such roll-off boxes shall not exceed thirty (30) yards in size and the City shall pay any and all disposal fees for the disposal of the contents of such roll-off boxes.

Section 10 Public Responsibility. In addition to compliance with ORS Chapters 459 and 459A and regulations promulgated thereunder:

- 10.1 To prevent recurring back and other injuries to the franchisee and other persons and to comply with safety instructions to the franchisee from the State Accident Insurance Fund:
- 10.1.1 All customers who subscribe to the franchisee's residential collection service shall only use carts furnished by the franchisee. All such carts shall remain the property of the franchisee.
 - 10.1.2 To allow proper use of franchisee's pickup equipment for carts, all residential customers shall, whether on collection days or for on-call service, place all carts at the street, curb, or other pickup point designated by the franchisee. Carts shall not be loaded beyond the manufacturer's recommended maximum load weight.
 - 10.1.3 If any disabled residential customer (with a DMV disabled-parking certification, physician's letter, or other reasonable certification of disability) is unable to roll the cart to the street or curb, the franchisee will pick up the cart at the customer's residence at the same rate as curb service. All such carts shall remain the property of the franchisee. Any other customer who wants the cart picked up at a location other than the curb shall, at franchisee's request, specify the location in writing. The location must be visible from the street. The franchisee may charge an additional fee for non-curbside service.
 - 10.1.4 Except when carts are furnished by the franchisee to residential customers, under Section 10.1.1, cans may be used by customers. Cans shall not exceed sixty (60) pounds gross loaded weight or thirty-two (32) gallons in size. Only round cans shall be used. Cans shall be tapered with a smaller bottom than top opening, shall have handles at the top, and shall have a place for a handhold at the bottom.
 - 10.1.5 Sunken receptacles shall not be used.
 - 10.1.6 All receptacles, including carts furnished by the franchisee to residential customers under Section 10.1.1, shall be rigid, rodent-proof, and approved by the franchisee.
 - 10.1.7 The customer shall provide safe access to the pickup point, so as not to jeopardize the safety of the driver of a collection vehicle or the motoring public or to create a hazard or risk to the person providing service. Where the Council finds that a private bridge, culvert, or other structure or road is incapable of safely carrying the weight of the collection vehicle, the franchisee shall not enter onto the structure or road. The user shall provide a safe alternative access point or system.
- 10.2 To protect the privacy, safety and security of customers and to prevent unnecessary physical and legal risk to the franchisee, a residential

customer shall place the container to be emptied outside of any locked or latched gate and outside of any garage or other building.

- 10.3 Any vehicle used by any person to transport solid wastes shall be so loaded and operated as to prevent the wastes from dropping, shifting, leaking, blowing, or other escapement from the vehicle onto any public right-of-way or lands adjacent thereto.
- 10.4 Any person who receives service shall be responsible for payment for the service. When the owner of a single or multiple dwelling unit or mobile home or trailer space has been notified in writing by the franchisee of his contingent liability, the owner shall be responsible for payment for service provided to the occupant of the unit if the occupant does not pay for the service.

Section 11 Supervision. Service provided under the franchise shall be under the supervision of the Administrator. The franchisee shall, at reasonable times, permit the Administrator's inspection of its facilities, equipment, and books and records related to its charges, rates, and receipts.

Section 12 Suspension, Modification or Revocation of Franchise.

- 12.1 Failure to comply with a written notice to provide necessary service or otherwise to comply with the provisions of this Ordinance after written notice and a reasonable opportunity to comply shall be grounds for modification, revocation, or suspension of the franchise.
- 12.2 After written notice from the Council that those grounds exist, the franchisee shall have thirty (30) days from the date of mailing of the notice in which to comply (or commence compliance, if such failure to comply is not capable of being cured within thirty (30) days) or to request a public hearing before the Council.
- 12.3 If the franchisee fails to comply within the specified time or fails to comply (or commence compliance, if applicable) with the order of the Council entered upon the basis of findings at the public hearing, the Council may suspend, modify, or revoke the franchise or make that action contingent upon continued non-compliance.
- 12.4 At a public hearing, the franchisee and other interested persons shall have an opportunity to present oral, written, or documentary evidence to the Council.
- 12.5 Should the franchisee at any time, contend that the City has breached any provision of this franchise, in any material respect, the franchisee shall immediately notify the City in writing of the franchisee's contention. The City shall have a reasonable time to cure any such alleged breach, which in all events shall not be less than ninety (90) days or any such longer period as reasonably needed to cure said breach. If the City fails to cure the breach within such time, the franchisee may terminate this franchise.

Section 13 Force Majeure; Emergency Service by the City.

- 13.1 The franchisee shall not be in default under this franchise in the event that the collection, processing, transportation and/or disposal services of the franchisee are temporarily interrupted or discontinued for reasons outside the reasonable control of the franchisee, including but not limited to: riots, wars, sabotage, civil disturbances, acts of terrorism, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances, excessive snow, acts of God, or other similar or dissimilar events which are beyond the reasonable control of the franchisee (each an “Event of Force Majeure”).
- 13.2 The franchisee agrees as a condition of holding this franchise, that whenever the Council reasonably determines that the failure of service, other than in connection with an Event of Force Majeure, would result in the creation of an immediate and serious health hazard, the City may, after a minimum of seven (7) days’ prior written notice to the franchisee, and a public hearing if requested by the franchisee, authorize City personnel or other persons to temporarily provide the service.

Section 14 Termination of Service. The franchisee shall not terminate service to all or a portion of its customers unless:

- 14.1 The street or road access is blocked and there is no alternate route; provided, the City shall not be liable for any such blocking of access;
- 14.2 An Event of Force Majeure occurs; or
- 14.3 A customer has not paid for service provided after a regular billing, or does not comply with franchisee’s reasonable policies as in effect from time to time.

Section 15 Transfer of Franchise. The franchisee shall not transfer the franchise or any portion of it to other persons without the prior written approval of the Council, which consent shall not be unreasonably withheld, conditioned or delayed. The Council shall approve the transfer if the transferee meets all applicable requirements met by the original franchisee.

Section 16 Interpretation. Any interpretation or finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid shall not invalidate any other provision of this Ordinance.

Section 17 Enforcement. The City may enforce the provisions of this Ordinance by administrative, civil, or criminal action as necessary to obtain compliance with this Ordinance. Following written notice by the franchisee to the Administrator of a violation of any provision of this Ordinance, the City shall make all reasonable efforts to commence enforcement action(s) against the violator(s) identified in the franchisee’s notice within seven (7) days of the date of the notice. Notwithstanding the foregoing, the franchisee may independently enforce the exclusivity provision of this Ordinance against third-party violators, including but not limited to seeking injunctive relief and/or damages,

and the City shall use good-faith efforts to cooperate in such enforcement actions brought by the franchisee.

Section 18 Hazardous Waste. Those residents receiving services within the City shall not deposit in the franchisee's equipment or place out for collection by the franchisee any hazardous waste. Title to and liability for any hazardous waste shall remain with the resident and/or generator of such hazardous waste, even if the franchisee inadvertently collects and disposes of such hazardous waste. Notwithstanding any other term contained herein, the franchisee shall have no obligation to collect any material which is, or which the franchisee reasonably believes to be, hazardous waste. If the franchisee finds what reasonably appears to be discarded hazardous waste, the franchisee shall notify the resident/ generator, if such can be determined, that the franchisee may not lawfully collect such hazardous waste and leave a tag specifying the nearest location available for appropriate disposal.

Section 19 Arbitration.

- 19.1 If any controversy between the City and franchisee regarding language of this Ordinance, performance thereof, or negotiation of rates, charges, and frequency of service cannot be settled by the parties, the controversy shall be submitted to arbitration. Either party may request arbitration by providing written notice to the other. If the parties cannot agree on a single arbitrator within ten (10) days from the giving of notice, each party shall within five (5) days thereafter appoint one (1) arbitrator. The two (2) arbitrators shall immediately select an impartial third (3rd) arbitrator to complete a three (3)-member panel. If either party fails to select an arbitrator, the other party may petition the Chief Judge of the Circuit Court of Lane County for designation of the arbitrator. The arbitration shall be conducted in accordance with ORS 36.300 *et seq.*, or the provisions of any successor statute. In preparation for the arbitration hearing, the parties shall have the rights of pre-trial discovery as supervised by the arbitrator(s).

- 19.2 The cost of the arbitrator or arbitration panel shall be shared equally by the franchisee and the City.

Section 20 Attorney's Fees. If any arbitration, action, or enforcement proceedings or appeal thereof is instituted in connection with any controversy between the City and the franchisee arising out of this Ordinance, the performance of the rights and obligations herein, or the failure to perform, the prevailing party shall be entitled to recover, in addition to costs (including the cost of the arbitrator(s) and the arbitration) and disbursements, such sum as the person or body rendering the decision may adjudge reasonable as attorney's fees.

Section 21 Notice. Any notice required by this Ordinance shall be delivered in writing by personal service upon an officer of the City or franchisee or by certified mail addressed to the City at:

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City of Veneta
PO Box 458
88184 8th Street
Veneta, Oregon 97487

or to the franchisee at:

Sanipac Inc.
P.O. 10928
Eugene, Oregon 97440

The City and the franchisee may change its address designation upon written notice to the other.

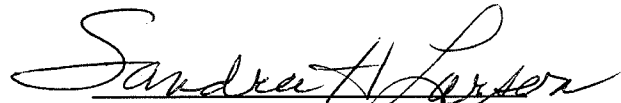
Section 22 Repeal. Ordinance No. 507, adopted by the Council, all amendments thereto, and any portions of any other ordinances in conflict with this Ordinance are hereby repealed effective upon enactment of this Ordinance.

Section 23 Effective Date. This Ordinance will go into full force and effect on the 30th day after City Council enactment and signature by the Mayor.

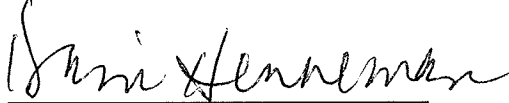
READ FOR A FIRST TIME, BY TITLE ONLY, this 9th day of October, 2017, no Council person in attendance having requested that it be read in full.

READ FOR A SECOND TIME, BY TITLE ONLY, AND FOR FINAL ADOPTION, this 23 day of October, 2017 no Council person in attendance having requested that it be read in full.

PASSED AND ADOPTED by a 4 vote in favor and a 0 against by the Veneta City Council this 23 day of October, 2017.


Sandra H. Larson, Mayor

ATTEST:



Darci Henneman, City Recorder

Exhibit "A"

To Ordinance No. 544

City of Veneta Rates

Effective 3/1/2017

Size	EOW - Monthly	Quarterly	Size	Weekly-Monthly	Quarterly
20 Gallon	\$ 10.05	\$ 30.05	20 Gallon	\$ 15.45	\$ 46.35
35 Gallon	\$ 17.00	\$ 51.00	35 Gallon	\$ 20.30	\$ 60.90
65 Gallon	\$ 20.30	\$ 60.90	65 Gallon	\$ 25.60	\$ 76.80
95 Gallon	\$ 25.60	\$ 76.80	95 Gallon	\$ 30.70	\$ 92.10

Size	EOW	1xWeek	2xWeek	3xWeek
1 Yard	\$ 67.00	\$ 84.10	\$ 168.10	\$ 252.15
1.5 Yard	\$ 83.05	\$ 102.05	\$ 204.10	\$ 306.20
2 Yard	\$ 101.10	\$ 120.00	\$ 240.15	\$ 360.20
3 Yard	\$ 145.95	\$ 164.95	\$ 329.95	\$ 494.80
4 Yard	\$ 209.55	\$ 228.45	\$ 448.70	\$ 657.55
3 Yard Compactor	\$ 325.40	\$ 503.60	\$ 1,030.35	N/A

Roll Off	Haul	Disposal	Rent/Day after 10 Days	Monthly Rent
10 Yard	\$ 162.70	\$ 78.40	\$ 10.30	\$ 165.30
20 Yard	\$ 162.70	\$ 78.40	\$ 10.30	\$ 165.30
30 Yard	\$ 200.70	\$ 78.40	\$ 10.30	\$ 165.30
40 Yard	\$ 216.85	\$ 78.40	\$ 10.30	\$ 165.30

Relocate Fee	\$ 86.75
Walk in Fee	\$ 3.25
Extra Bag	\$ 3.85
Comm Overflow per Yard	\$ 14.10
Recycle Only	\$ 6.50
Yard Debris Only	\$ 6.50
NSF Check Fee	\$ 25.00
Medical Waste (35 Gal)	\$ 52.95
Medical Waste (1 Gal)	\$ 13.80
Mattress (each)	\$ 15.30
Tire (each)	\$ 10.30
E-Waste Pick Up	\$ 21.20
Return Trip Fee	\$ 7.95
Bulk Pickup Minimum	\$ 27.05



Request for Proposal

Municipal Facility Space Needs Assessment

City of Burnsville, MN

The City of Burnsville is seeking proposals from qualified architectural/engineering firms to perform a Municipal Facilities Space Needs Assessment of a number of its municipal facilities including City Hall-Police Department, and the Old Maintenance Facility. The City also seeks proposals for an additional assessment of Fire Station 1 and Fire Station 2 which will be considered by the City for inclusion in the study based on availability of funding.

Scope of Work

The Assessment will consist of a formal report to the City Council that addresses and makes recommendations on the following items for each of the facilities identified above:

- A. Identify Current Facility Conditions and Deficiencies
 - Age of Facility
 - Structural Issues
 - Size (sq. ft.)
 - Number of Staff
 - Equipment
 - * Storage
 - * ADA Compliance
 - * Utility Costs
 - * Hours of Operation
 - * Photos
- B. City Population and Growth Projections
- C. Future Facility Needs
 - Identify Shared Space Potential
 - Workspace
 - Storage
 - Meeting Rooms
 - Sustainable Buildings/LEED
 - IT and Computer Equipment
- D. Space Needs
 - Square Footage, as requested by staff
 - Square Footage, as suggested by standard
- E. Preliminary Cost Estimates
- F. Preliminary Site Design layouts
- G. Potential Funding Sources
- H. Potential Improvements to Existing Buildings
- I. Timeline

Specifications

The firm selected will be required to make site visits and conduct interviews with appropriate personnel to derive a final set of recommendations

Please provide the following information as part of your submission:

- A. A Narrative relating to your general approach to this project.

- B. Company History
- C. Examples of work in the past five years in government planning or analysis.
- D. Resumes, including responsibilities, background, and relevant experience of key personnel that will be working directly on this project.
- E. Names of three to five individuals that can be contacted as references concerning the professional capabilities of your firm to perform on this project.
- F. Additional information or materials that you believe communicate the capabilities of your firm to perform this project.

Rights of Review

The City of Burnsville reserves the right to reject any or all quotes or to request additional information from any or all applicants as determined to be in the best interest of the City.

Affirmative Action

The City of Burnsville requires affirmative action and, therefore, the contractor selected shall not discriminate under the contract against any person in accordance with federal, state, and local regulations.

City of Burnsville Affirmative Action Policy

The City of Burnsville, Minnesota, has adopted a policy that it will not discriminate in employment practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, handicap or disability; that it has agreed to take affirmative action to recruit minorities, women and handicapped persons into its employment; and that it will transact business only with firms who have adopted similar non-discriminatory and affirmative action policies.

Contract Execution

The contractor chosen will be required to enter into a contract with the City of Burnsville for the proposed work prior to commencement of any work (see attached draft contract). The contractor chosen will also be required to provide a certificate of insurance demonstration compliance with the minimum insurance requirements, and provide performance and payment bonds as required by law. The information below is being provided as part of this request for proposals to give contractors an understanding of the City's expectations with respect to contract execution.

A. Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and contractor be unable to agree upon the entire contract, the City

reserves the right to discontinue negotiations, select another contractor, or reject all of the proposals. Upon completion of negotiations agreeable to the City and the contractor, a contract shall be executed.

B. Contracting Ethics

1. No elected official or employee of the City of Burnsville who exercises any responsibilities in the review, approval, or implementation of the proposal shall participate in any decision, which affects his or her direct or indirect financial interests.
2. It is a breach of ethical standards for any person to offer, give, or agree to give any City of Burnsville employee or Council person, or for any City of Burnsville employee or Council person to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
3. The contractor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
4. The contractor shall not accept any private client or project which, by nature, places it in ethical conflict during its representation of the City of Burnsville.

Please submit the fee for your services on this project for both the City Hall/Police Department and Old Maintenance Facility assessment and also include a separate add on fee for services that would include the additional assessment of the City's two fire stations. Your proposal should also include a timeline for these services. Completion is anticipated within approximately of 120 to 180 days of an executed agreement.

Please send two original copies and one electronic copy of your responses to this Request for Proposal. These copies are to be received at the offices of the City of Burnsville no later than 4:00pm on January 17th, 2014. Proposals should be directed and delivered to:

City of Burnsville
Attn: RFP-Municipal Facilities Space Needs Assessment
100 Civic Center Parkway
Burnsville, MN 55337

Please direct questions to Garrett Beck at 952.895.4516

Following the review of the received Requests for Proposals by the City, firms may be contacted for additional information or to participate in an interview process.

General evaluation criteria

- A Demonstrated understanding of the requirements of this project.
- Project approach and schedule.
- Qualifications and expertise of key personnel assigned to the project and their proven ability to efficiently complete similar projects.
- Experience of the firm and project team, directly relating to this project.
- Comments and opinions of references.
- Firm possesses resources required to complete the project.
- Clarity, consciousness, and organization of the Proposal.
- Cost of the Proposal.

This Request for Proposal is only a solicitation for information. The City is not obligated to enter into a contract nor is it responsible for any costs associated with the preparation of Proposals and interviews. Proposals received after the deadline will be disqualified from consideration. The City reserves the right to reject any and all proposals and to interview firms, which in the City's judgment, will best meet City needs.

PROFESSIONAL SERVICES AGREEMENT

Burnsville Municipal Facility Space Needs Assessment

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF BURNSVILLE**, a Minnesota municipal corporation ("City") and _____.

IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The City retains Consultant to conduct a Facility Space Needs Assessment of the Burnsville Ice Center facility. At a minimum, as part of the Facility Space Needs Assessment, the Consultant's study and report shall include:

Identify Current Facility Conditions and Deficiencies

- Age of Facility
- Structural Issues
- Size (sq. ft.)
- Number of Staff
- Equipment
- * Storage
- * ADA Compliance
- * Utility Costs
- * Hours of Operation
- * Photos

City Population and Growth Projections

Future Facility Needs

- Identify Shared Space Potential
- Workspace
- Storage
- Meeting Rooms
- Sustainable Buildings/LEED
- IT and Computer Equipment

Space Needs

- Square Footage, as requested by staff
- Square Footage, as suggested by standard

Preliminary Cost Estimates

Preliminary Site Design layouts

Potential Funding Sources

Potential Improvements to Existing Buildings

Timeline

The Consultant agrees to perform the Study and prepare the Report consistent with the RFP issued by the City and the Consultant proposal dated _____.

2. COMPENSATION. Consultant shall be paid _____ by the City in accordance with the Consultant's proposal, except that following submittal and acceptance by the City of the Draft Study the City shall pay the Consultant _____, and shall pay the remaining _____ upon presentation and acceptance of the Final Study and Presentation.

3. COMPLETION DATE. The Consultant must complete the services on or before _____ for the Draft Study and _____ for the Final Study. The obligation to provide further services under this Agreement may be terminated by City without cause upon written notice to the Consultant. Upon termination Consultant shall only be paid for work actually performed.

4. DOCUMENTS. The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Consultant in conjunction with this contract.

5. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

6. STANDARD OF CARE. Consultant shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional Consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

7. INDEMNIFICATION. The Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

8. INSURANCE. Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$2,000,000 each occurrence/aggregate
Automobile Liability	\$2,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate

The City shall be named as an additional insured on the general liability and umbrella policies.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Consultant, if such legal liability is caused by a negligent act, error or

omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$125,000 unless the City agrees to a high deductible.

Before commencing work the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the City has received written notice of the insurer's intention of cancel this insurance.

9. INDEPENDENT CONTRACTOR. The City hereby retains the Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. The Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

10. SUBCONTRACTORS. Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statute § 471.425. Consultant must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Consultant's receipt of payment from City. Consultant must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

11. NONDISCRIMINATION. All Contractors and subcontractors employed shall comply with all applicable provisions of all federal, state and municipal laws which prohibit discrimination in employment to members of a protected class and all rules and regulations, promulgated and adopted pursuant thereto. The Contractor will include a similar provision in all subcontracts entered into for the performance of this contract.

12. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

13. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

14. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

15. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

16. COPYRIGHT. Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.

17. RECORDS. The Consultant shall maintain complete and accurate records of time and expense involved in the performance of services.

18. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

CITY OF BURNSVILLE

Mayor Elizabeth B. Kautz

Heather Johnston, City Manager

ATTEST:

Macheal Brooks, City Clerk

Company Name

By: _____

Its _____



Public Facilities Master Plan

City of Stayton, Oregon

March 19, 2007

Seder Architects pc

February 3, 2006

Mr. Mike Faught
Public Works Director
City of Stayton
362 North Third Avenue
Stayton, Oregon 97383

Dear Mike:

The City of Stayton, as part of your continued growth and development, now has an excellent opportunity to establish a strong direction for the future of your Public Facilities. Seder Architects pc is pleased to submit this *Public Facilities Master Plan*, reflecting over a year of work with you, your Technical Advisory Committee, city council and citizens. We've appreciated the valuable information, insights and input of your citizens, council, city staff and all of the work that has occurred both during and leading up to this Master Plan.

We know that your Public Facilities Master Plan will help guide the further planning and design for a new City Hall/ Police Station, a new Public Works Shop Facility, and additions/renovations to your existing Community Center, Library, and Memorial Pool. The direction set by your Public Facilities Master Plan will lead to a new City Hall/ Police Facility that will strongly support your traditional downtown core, while allowing for and encouraging further downtown and canal-side development. Similarly, a new Public Works Shop Facility on the outskirts of Stayton will much better facilitate their operations, as well as provide a buffer for your sewage treatment plant from other future development. Expansions and renovations of your Library, Pool and Community Center will further coalesce and add value to the areas just west of First Street.

Coupled with your other recent Transportation Systems, Parks and Water Master Plans, your Public Facilities Master Plan can greatly assist in the continued growth and prosperity of your city and community. We appreciate the opportunity we've had to work with you and your city and community in creating and completing your Public Facilities Master Plan.

Sincerely,

Seder Architects pc

Mark A. Seder AIA, Principal

Stayton Public Facilities Master Plan

Prepared for:

The City of Stayton
362 N. Third Avenue
Stayton, OR 97383
503-769-3425

Project Technical Advisory Committee

Chris Childs, City Administrator
Mike Faught, Public Works Director
Don Eubank, Chief of Police
Don Hudson, Finance Director
Pam Pugsley, Library Director
Steve Goeckritz, Interim City Planner

City Council

Virginia L. Honeywell, Mayor
Don Koenig
Larry Emery
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PREFACE

The City of Stayton, Oregon is scenically located in the Willamette Valley along the North Santiam River near the edge of the Cascade Mountain foothills. Stayton features livable neighborhoods, several city parks, and proximity to a major transportation route across the Cascades. In the City of Stayton, service and various industrial and educational markets supplement a traditionally strong resource-based economy. This puts the City of Stayton in a strong position as a municipality and community for the foreseeable future.

Due to steady growth coupled with increasingly limited and aging City Facilities, the City of Stayton has recognized the need to establish a broad-based conceptual plan for City facility needs over the next twenty years. In August of 2003, Seder Architects pc of Portland was selected to produce a Public Facilities Master Plan for the City of Stayton. The Stayton Public Facilities Master Plan included the public, the council and elected officials, and a technical advisory committee (TAC).



Stayton Public Facilities Master Plan

SUMMARY AND OVERVIEW

The scope of the Stayton Public Facilities Master Plan focused on City offices, shop facilities, the Community Center, the Stayton Memorial Family Swimming Pool, and the Stayton Public Library. The study does not include the existing City Waste Water Treatment Plant nor the City Water Facility. The Architect and the Technical Advisory Committee (TAC) held a series of meetings to identify facility needs, overview existing facilities, identify planning options for growth and change in City Facilities, and establish and rank the most viable options for the future.

A series of TAC meetings were interspersed with public input, comment sessions, and a tour of other existing facilities. A public perception and opinion survey was distributed and results were collected and analyzed (See Appendix). Two Council work sessions were held to present progress reports and solicit council input and direction. The above mentioned tours were to similar City Facilities in Albany and Newport.



Stayton Public Facilities Master Plan

During the Master Planning process, the TAC and Architect, incorporating public input and the direction of City Council, determined the following:

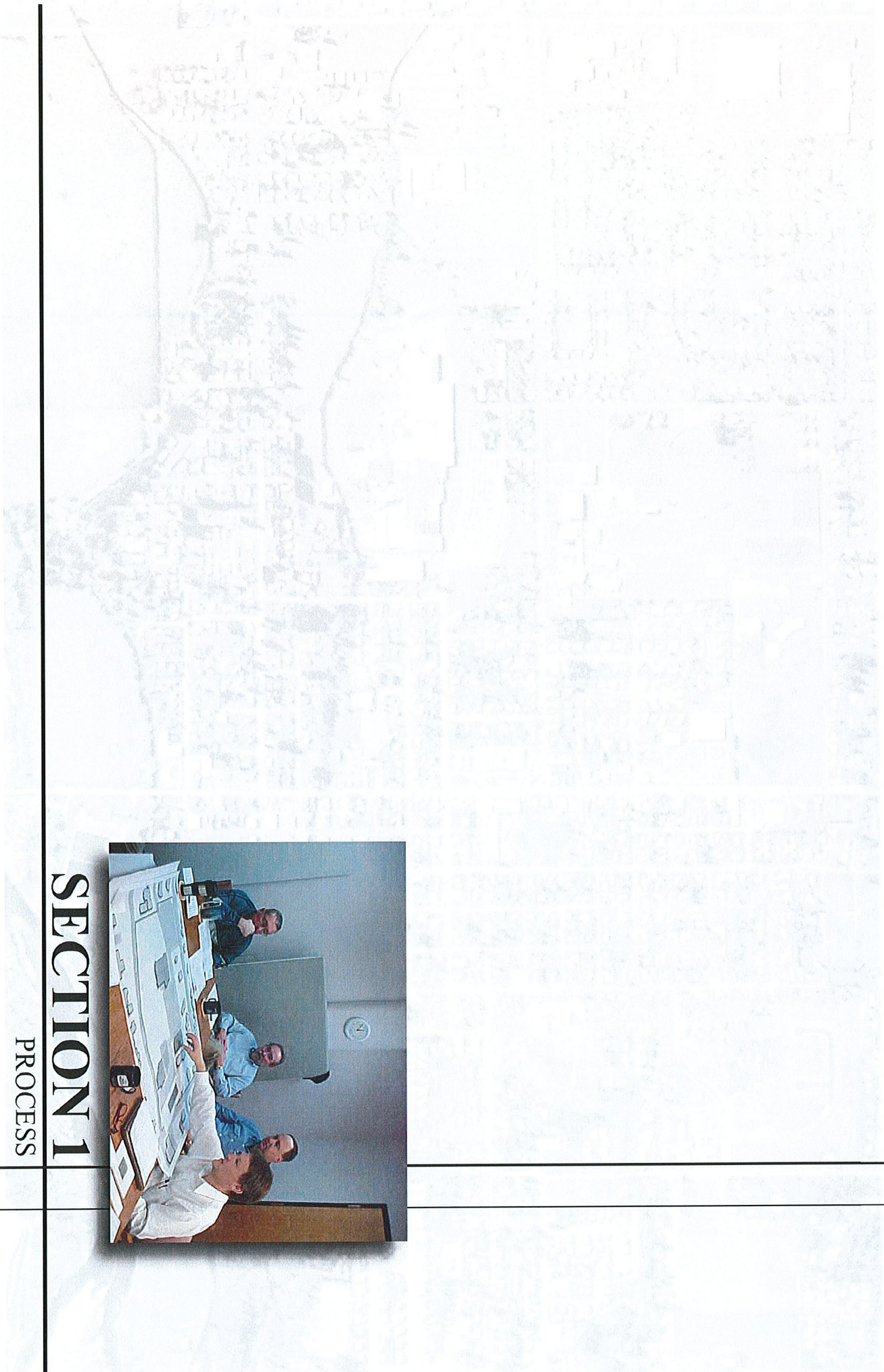
- Existing City Hall, Police Station, and Public Works Office Buildings** all are inadequate in a number of ways, and cannot be reasonably renovated nor expanded to meet future City Needs. Furthermore, these facilities are in buildings in the heart of downtown. Therefore the existing buildings have other potential commercial and office uses, and/or are candidates for renovation or redevelopment. New and/or renovated City Facilities are needed, and should include needs projected to 20 years, with growth potential planned in concept for 50-year growth.
- The existing **Star Cinema** is being successfully run and thus should continue in its present use, and perhaps be expanded.
- The existing **Food Bank**, originally included in the scope of work, was considered to be too small in size and hence not a viable option to explore. It should be kept as an option for any possible future expansion of the Star Cinema
- The existing **City Library** is a fairly new and serviceable facility, and is currently in the planning stages for a major addition. No estimate was prepared for this work, as it will be funded through other means.
- The existing **Community Center** is a serviceable facility that can potentially be expanded and in certain ways, upgraded to continue to meet City and Community needs. A target cost figure was established for the expansion and renovation of the Community Center
- The existing **Family Memorial Pool** already has a children's pool planned as an expansion, and appears to be a serviceable facility for the foreseeable future. Certain mechanical upgrade work is reportedly needed in the near future.

Stayton Public Facilities Master Plan

- The existing **City Shops Facility** is inadequate and on a site on a busy arterial street. The property ultimately has a higher and better use given its location. Furthermore, the facility carries a reversionary clause stating that the property should be returned to the owner upon vacation by the city. A new City Public Works Shop Facility is best located well away from the downtown core and apart from other city office and public access facilities. Several sites were considered, with the most desirable being five acres to the north and west of the existing City Waste Water Treatment Facility. This site allows for the City Shops facility to serve as a partial buffer between the Treatment Plant and lands to the north and west, and also offers much potential for further growth.
- After extensive dialogue between the TAC and the governing body, the strongest option for future new and/or renovated **City Office Facilities** is to create a new City Hall/Police Station that will enhance and strengthen the downtown core of Stayton. Other options considered, while strong in their own right, did not have advantages that outweighed this primary goal and ability of City Office Facilities; to continue to enhance and further strengthen the traditional downtown core of Stayton.
- Project conceptual construction costs for the two final options for a new **City Hall/Police Facility** in downtown Stayton are comparably close. It was determined that these costs are close enough that the selection of the most preferred of these two options should be made on other criteria, particularly the ability of the new City Hall/Police Facility to strengthen the downtown.
- The preliminary recommendations and prioritization of sites and directions for future Stayton City Facilities are a result of the input and work of all of the above groups.

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SECTION 1

PROCESS

PROCESS

Introduction

The purpose of the Stayton Public Facilities Master Plan was to determine current needs and the long-term needs for Stayton's public facilities. With a projected growth in population, the current facilities needed an examination of future requirements due to this growth. In particular we examined the needs for City Hall and the Police Station. The plan includes:

- ❑ An analysis of the current and future needs of Stayton's Public Facilities
- ❑ An examination of potential sites for development
- ❑ A narrowing down of the sites to the best potential fits for the City's needs
- ❑ A cost analysis of the selected sites
- ❑ A guide for funding strategies to implement a selected plan

Public Involvement

In an effort to guide the design process a Technical Advisory Committee (TAC) was created to meet with Seder Architects pc and guide the scope of the study. These TAC meetings were interspersed with a series of comment sessions from the public to provide public input. Included in the meetings were surveys and tours of other similar sized cities to guide Seder Architects in the development of a Stayton Public Facilities Master Plan. Throughout the duration of the project "The Stayton Mail" covered the project with several articles informing the public of the meetings and development of the Stayton Public Facilities Master Plan (See Appendix)

Planning Process

With a projected growth for the City of Stayton to 13,827 in the year 2020, it became obvious that the existing City Facilities will become increasingly inadequate in both size and function. The planning process for the Stayton Public Facilities Master Plan was divided into four basic stages, each lending toward the final product of a comprehensive plan for the 10-year and 20-year growth of the City of Stayton, and how this growth effects Stayton's needs.

- I. **Research and Information Gathering**
 - a. Public Perception and Opinion Survey
 - b. Public Meetings
 - c. Tour of existing Public Facilities
 - d. Tours of similar sized City Facilities in Albany and Newport
- II. **Needs Assessment**
 - a. Current Needs Assessment
 - b. Growth Analysis and 10-year and 20-year needs assessment
- III. **Recommendations for Development**
 - a. Determine potential sites for new/expanded Public Facilities
 - b. Assess which offer the best benefit for the City's needs
- IV. **Implementation**
 - a. Create a list of potential Funding Sources and Strategies
 - b. Present to City Recommendations for a Public Facilities Master Plan

Stayton Public Facilities Master Plan

Table 1.1

City of Stayton Existing Facilities, Current & Future Needs & Comparisons
Needs Analysis / Space Comparison

	Stayton			Lebanon ¹			Monmouth ²		Troutdale ³	
	2003	2013	2023	2021	2021	2021	2021	2015		
Population	7,200	10,795	15,374	19,500	16,000	24,000				
Existing Public Facilities	(13,827 for 2020)									
sf = square footage	Existing	Current need ⁴	10 year target	20 year target						Notes:
Administration	895 sf	1,475 sf	1695 sf	1950 sf	2,500 sf	3,344 sf	4,145 sf			
Finance	727 sf	1,335 sf	1535 sf	1765 sf	2,200 sf	3,270 sf	2,410 sf			
Council Chambers	0 sf	1,200 sf	1380 sf	1585 sf	4,600 sf	4,167 sf	2,300 sf			Currently use Community Center for Council Meetings.
Public Works & Planning Administration	1,800 sf	1,960 sf	2,250 sf	2,590 sf	2,900 sf	3,211 sf	5,520 sf			
City Hall (Subtotal)	3,422 sf	5,970 sf	6,860 sf	7,890 sf	12,200 sf	13,992 sf	14,375 sf			
Police Station	2,965 sf	4,310 sf	4,905 sf	5,555 sf	14,000 sf	3,931 sf	10,730 sf			
Sally Port	-	300 sf	300 sf	300 sf	-	-	-			
Police (Subtotal)	2,965 sf	4,610 sf	5,205 sf	5,855 sf	14,000 sf	3,931 sf	10,730 sf			
City Hall/Police Station (Total)	6,387 sf	10,580 sf	12,065 sf	13,745 sf	26,200 sf	17,923 sf	25,105 sf			Needs Growth proportional to Population growth figures provided by the city.
Public Works Shop	7,100 sf	8,875 sf	9,845 sf	13,800 sf	-	-	12,870 sf			
Community Center	5,800 sf	-	9,800 sf	-	15,000 sf	-	-			Assumes addition within ten years.
Memorial Pool	16,500 sf	-	18,500 sf	-	-	-	-			Expansion plan to incorporate children's pool exists.
Public Library	5,000 sf	5,485 sf ⁵	8,790 sf ⁵	13,000 sf ⁵	14,450 sf	-	-			Plan to expand Library by approximately 7300 sf already exists.
Food Bank ⁵	1,170 sf	-	-	-	-	-	-			
Star Cinema ⁵	5,400 sf	-	-	-	-	-	-			

1. Lebanon City Facilities Master Plan by Seder Architects to address population of 19,500 in 2021

2. Monmouth Civic Center Master Plan program by Seder Architects to address population of 16,000 in 2021

3. Troutdale Space Needs & Options Study by Seder Architects to address population of 24,000 in 2015

4. Immediate needs evaluated through previous Stayton facility studies and other cities comparable in population demographics

5. From State Library Standards

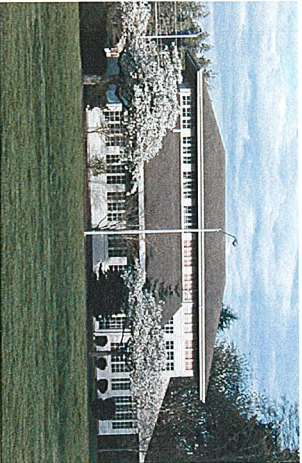
6. Not included in Master Plan

Stayton Public Facilities Master Plan

Defining Needs

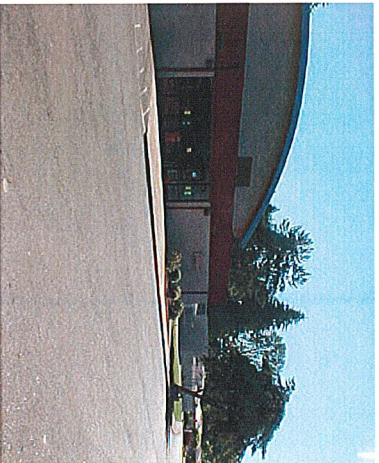
The City of Stayton existing City Facilities and City-owned properties that were studied include:

- The existing **City Library**, which is fairly new and very serviceable and pleasant, is already slated for a major expansion.

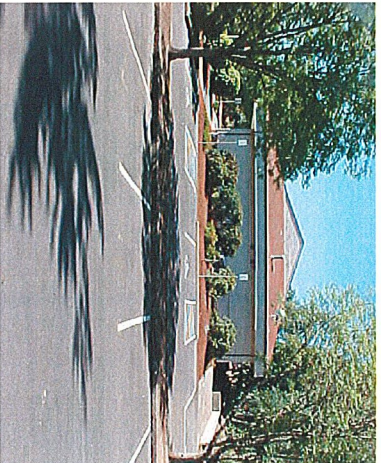


Library

- The **Stayton Family Memorial Community Swimming Pool** that is serviceable for the foreseeable future and is already planned for a Children's pool addition. Mechanical upgrades of the existing facility can also be accommodated as part of the continuing service to the community of the Stayton Pool.

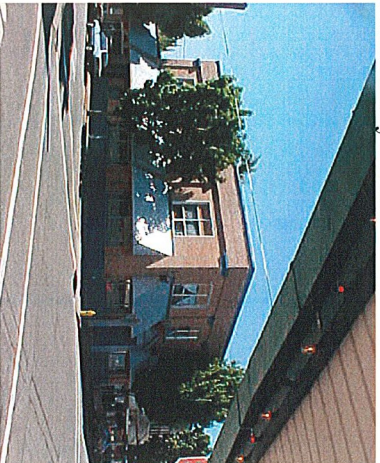


Family Memorial Pool



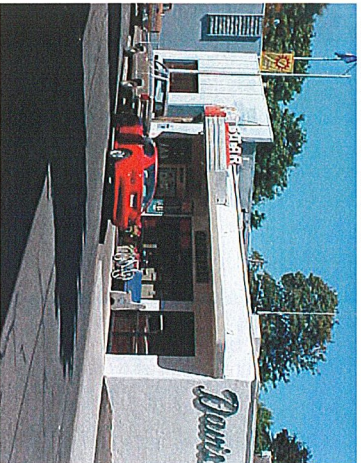
Community Center

- The **Community Center**, which currently functions as a meeting facility, with certain upgrades and potential expansions can continue to serve the community.



Public Works Offices

- The existing **City Public Works/ Planning Office Building** is not a city owned facility. The city leases the building as it locates city employees in the heart of Downtown Stayton. While leased, the building lacks adequate space and has certain system shortcomings.



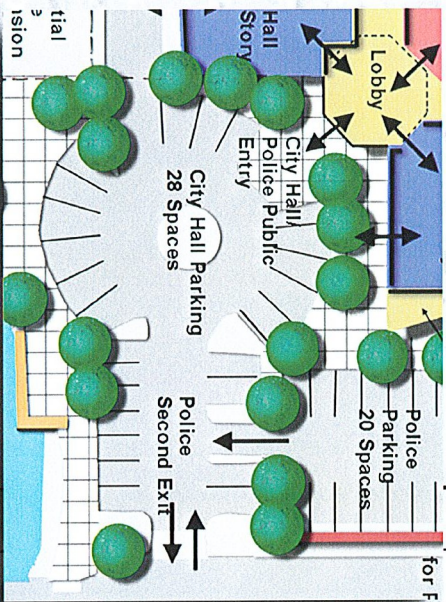
Police Station Star Cinemas City Hall

- The existing **City Police Station/ 911 Call Center** that is inadequate in space and functional needs, with crowded and narrow hallways, and poor zoning and security. The 911 Call/Emergency Dispatch Center is a technically sophisticated operation that may be better located elsewhere than the second floor of this existing older facility. The current Police Station site is inadequate in terms of vehicular emergency egress and the handling of potential detainees.
- Star Cinema** is a viable theatre business in the heart of downtown Stayton. Currently Star Cinema has no identified expansion needs. Nevertheless, should expansion be required in the future, it has the potential to expand into and take over the small building housing the food bank.
- The existing **City Hall** that has inadequate space and needs a new roof and a number of systems upgrades, and has no real options for future expansion.

Stayton Public Facilities Master Plan

- The small existing **Food Bank** space that probably has little use as any actual City facility due to its small size and relative isolation from other facilities. A possible future expansion of Star Cinema may require moving the Food Bank to another location.
- The existing **Public Works Shop Buildings** and yard are somewhat site-constricted. Nevertheless, the land has commercial value, subject to Land Use and Comprehensive Plan Amendments. The property, however, carries a reversionary clause stating that upon vacation by the city, the property is to be returned to the previous owner. The existing buildings on the Public Works Shop site seem to have small value compared to the potential land value on this major transportation corridor.

All City Facilities studied, whether new and serviceable, or aging and outmoded, have immediate needs, whether expansion, renovation, or sale to other parties for other potential uses.



SECTION 2

RECOMMENDATIONS

for F

RECOMMENDATIONS

Map 2.1 – City of Stayton

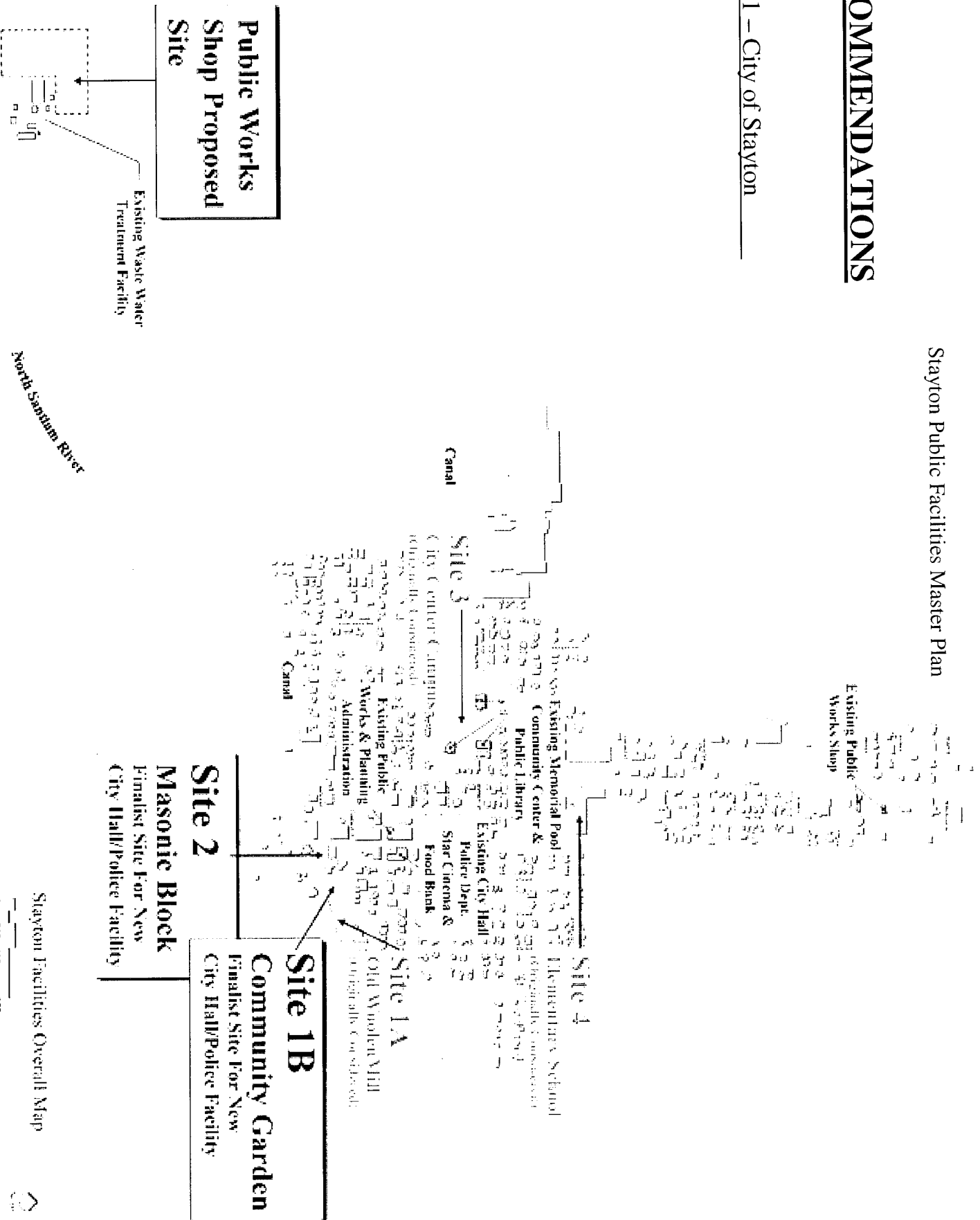


Table 2.1 _____

Building Requirements					Notes:
Facility	Existing	Current Need*	2013**	2023**	
City Hall	3,412 sf	5,970 sf	6,860 sf	7,890 sf	Includes all City Hall and Public Works & Planning Administration from Table 1.1
Police Station	2,965 sf	4,610 sf	5,205 sf	5,855 sf	
Combined City Hall/Police	6,377 sf	10,580 sf	12,065 sf	13,745 sf	Includes all City Hall and Police functions per above
*Current Need and Site Requirements were developed through discussions with the TAC and database comparisons					
**10-Year Growth and 20-Year Growth is defined through comparisons and extrapolations of other cities. These needs were derived from Table 1.1 and the Architects Database of similar sized cities and facilities.					
***Includes Building footprint, all vehicle parking & maneuvering; landscaping; walkways, etc.					

Recommendations for New City Facilities

The consultant toured the existing City Facilities and received square footage and other information from City staff. Comparing existing square footage vs. conceptual target square footage, factoring in ten and twenty year growth, yielded the square footages shown in Table One.

Required site areas for the City Facilities indicated in Table One were developed from a combination of projected ten and twenty year parking requirements, plus factors for landscaping, walkways and other site development features.

Target square footage for current City size, ten year and twenty year growth was developed from a combination of Seder Architects database from other similar projects, plus review of areas of other facilities in similarly sized Oregon cities. This includes cities with current populations approximately the size of Stayton, and with its projected ten and twenty year growth.

The various TAC and other meetings during the study and the public input and council presentations / work sessions established the following:

- The **City Library** already was well into the planning process for a major expansion and did not need further consideration, other than integration into other City Facilities recommendations.
- The **Community Center** could be expanded and renovated as part of any City Facilities options, whether other new facilities were developed on the adjacent site or elsewhere. The Community Center does lack a decent kitchen and needs to be modernized/upgraded, but the choice to add-on or remodel can be left to the Community Center. Doing so would meet the community's desire to have such a renovation done.
- The existing **Stayton Family Memorial Pool** should be expanded with a Children's Pool, as planned, and have existing mechanical/plumbing systems upgraded, to continue its service to the Stayton community in years to come.

Options for New City
Facility Sites and
Development

- The existing **Public Works City Shop Facilities** and site should be moved to a less busy, peripheral site that is also less constrained. If an existing facility is available, that meets the Shop and site needs, it would be a prime option. If not, then a new building or buildings, and developed site would be a good option.

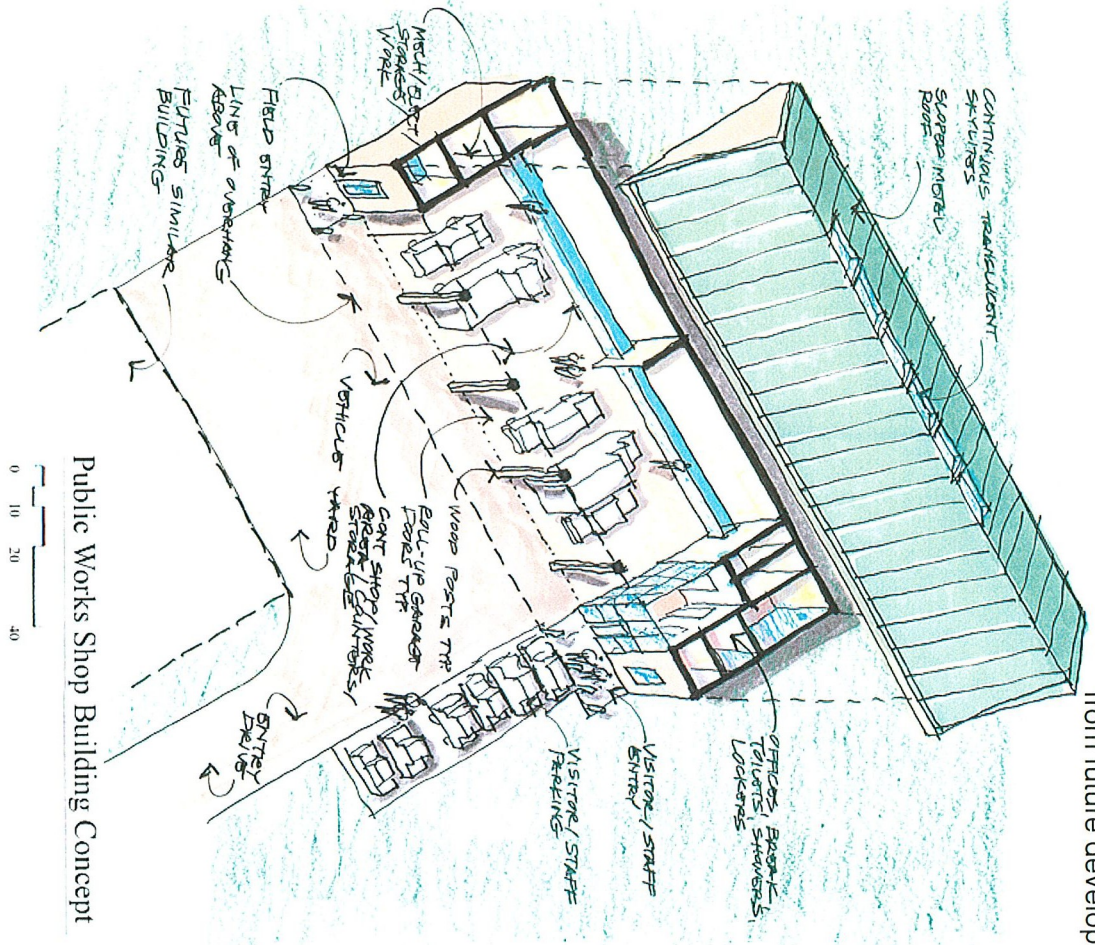
The expansions and renovations of the existing **City Library, Community Center** and **Community Pool** would occur on those buildings and sites, as all three are deemed to be serviceable facilities for the foreseeable future.

A New **City Shops Facility** had the basic criteria of being located on the periphery of the community so as to have adequate land and not take property with a higher value and better suited use. In this regard, three sites were considered for the new or relocated City Shops:

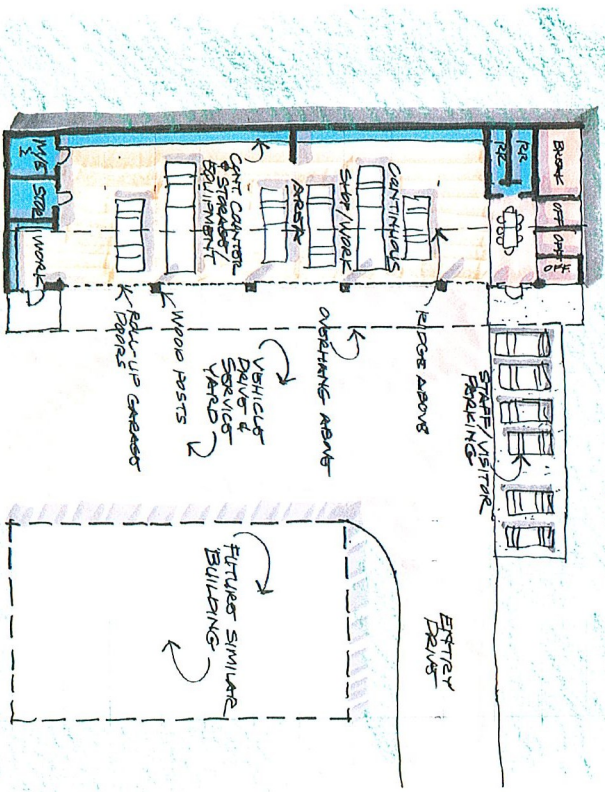
- City Shops Site 1:** Adjacent to and just north and west of the existing Waste Water Treatment Facility. This land is within the Urban Growth Boundary (UGB) and is more than adequate in size.
- City Shops Site 2:** The property just north of site 1; also within the UGB and with more than adequate land.
- City Shops Site 3:** The existing PP&L Building and Site. Although this facility appears to be a good potential fit, it is not currently available.

Stayton Public Facilities Master Plan

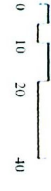
The Master Plan conclusion was that either City Shops Site 1 or Site 2 is workable for a New City Public Works Shop Facility. A concept sketch of a potential future City Shops Building facility was produced, which along with a large vehicle maneuvering area and storage area would easily fit on either site. The final site selection of Site 1 consolidates the new Shops adjacent to the treatment plant while buffering the plant from future development to the west and north.



Public Works Shop Building Concept

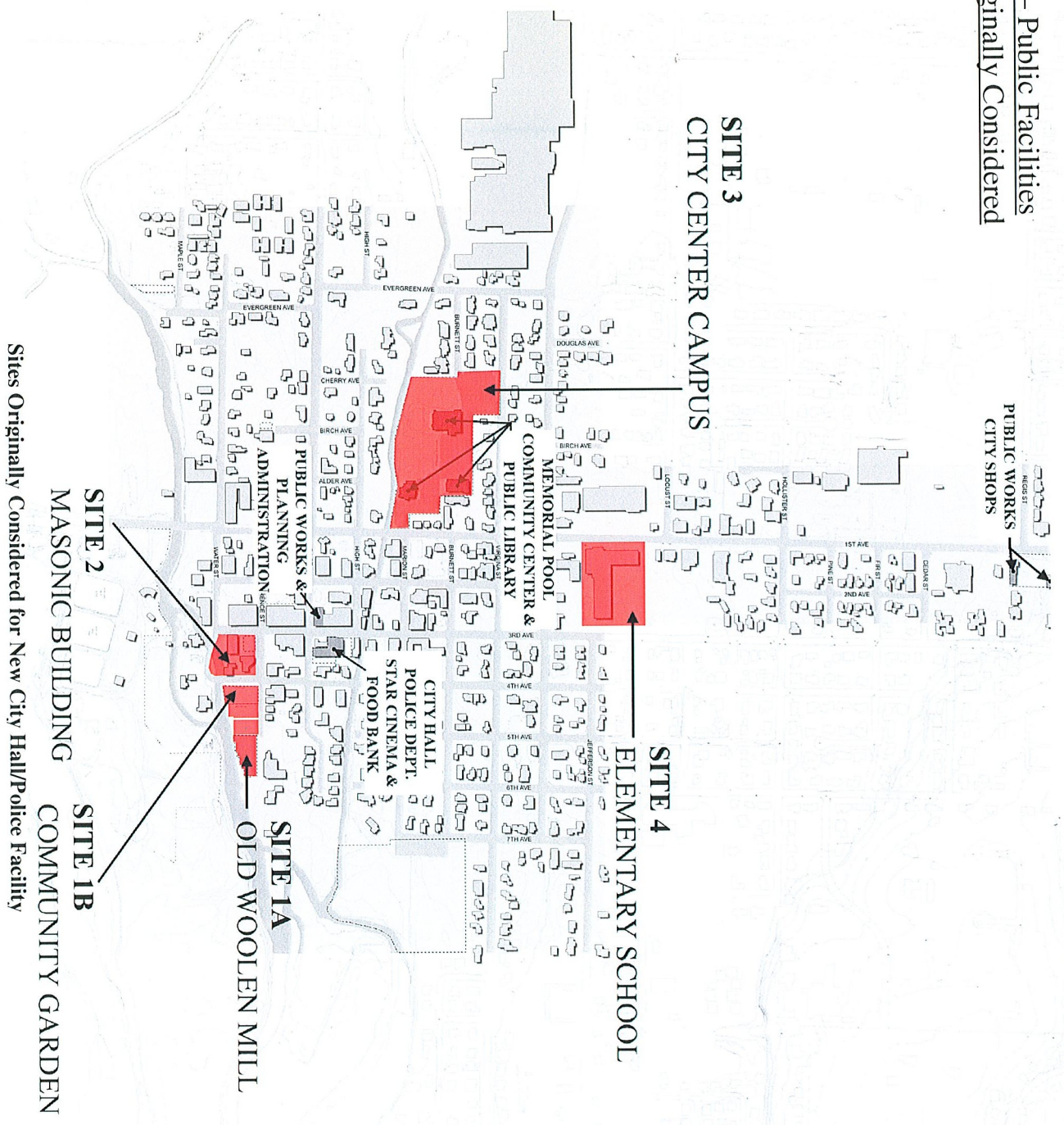


Public Works Shop Building Concept



Stayton Public Facilities Master Plan

Map 2.2 – Public Facilities
Sites Originally Considered



Evaluated Sites

Throughout the process, the City Administration and Police Department expressed the desire to be in the same facility, or if that was not possible, very close to each other. Thus, a New City Hall/ Police Station represents a primary facility with a number of options for location. The location of the New **City Hall/ Police Station**, in fact, was determined to be the defining factor in whether City Facilities formed a campus, or supported and remained in downtown Stayton. In this regard, four sites, with two sub-sites, were considered in concept, after initial discussions of the advantages and disadvantages of a number of other sites as well.

City Hall/ Police Site 1A: The Old Woolen Mill Site: This site is along the south canal and fronts on Florence Street where the old Mill Building stood. This initial site was large enough to be subdivided for feasibility and planning purposes into two sub-sites: Site 1A: The old Mill Site and Site 1B: the Community Garden Site. Concepts and alternates for both sites were explored and reviewed.

City Hall/Police Site 1B: The Community Garden Site: This site is immediately to the west of Site 1A and fronts on 4th and Florence Streets and on the south canal.

City Hall/ Police Site 2: The Masonic Building Block: This site is both in the heart of downtown Stayton and fronts several streets, including Third, Florence, and Fourth. The canal on the south side forms the other site boundary, for a site area of just under one city block.

City Hall/ Police Site 3: The City Campus Site: This site is located across First Street, a main north/south thoroughfare. The Library, Community Center and Pool as well as an existing parking supply are located on the site.

City Hall/ Police Site 4: The Elementary School Site: This site is located north of downtown Stayton. It has a large existing facility and adequate land area, plus the high visibility of being on First Street.

Site Review

Reviewing the concepts for all five potential City Hall/ Police Station facilities revealed that two of the sites had particular strengths. The final two sites were: Site 2: The Masonic Building and Site 1B: The Community Garden.

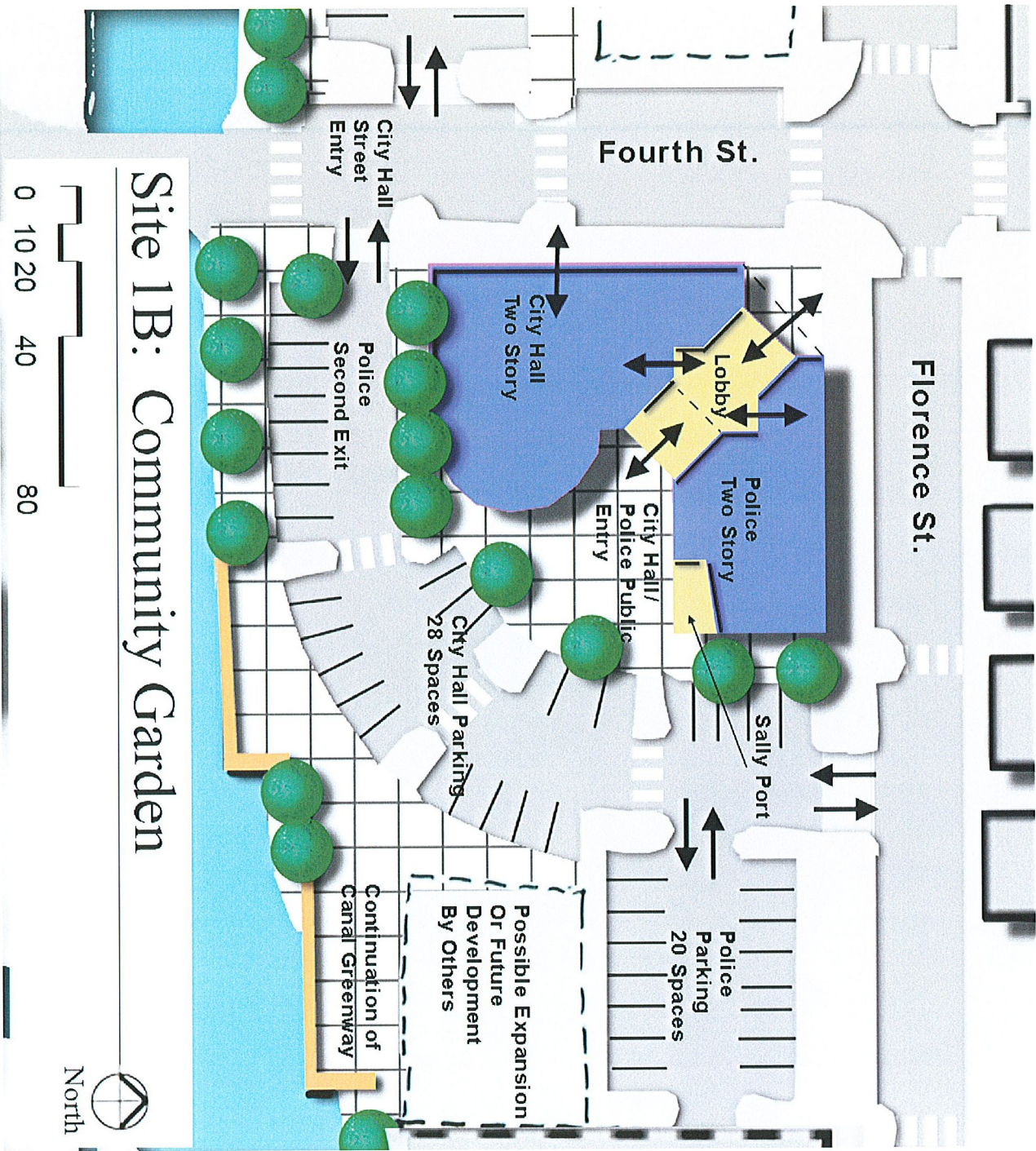
Site Analysis

Site 1A: The Old Woolen Mill Site: The site is just far enough from the heart of downtown Stayton that there was some concern that City Facilities on this site would not be as valuable as on Site 2. The extensive canal frontage was an advantage, but was felt to be most valuable to other potential future development of the site, perhaps as housing or mixed use. In addition, the narrowness of the site became a planning and concept-inhibiting factor. In particular, Site 1A restricted police access to only one point, which was considered to be unworkable.

Site 4: The Elementary School Site: This Elementary School site was removed from consideration early on as the North Santiam School District indicated that the site would not be available now or in the future. In addition, the proposed site did not meet the City Council's criteria of keeping City Hall and City employees in the downtown core area.

Site 3: The City Campus Site: Locating City Hall near the Library, Community Center and Swimming Pool, was one of many sites considered. This site was removed from consideration early on as it did not meet the City Councils criteria of keeping City Hall and City employees in the downtown core area.

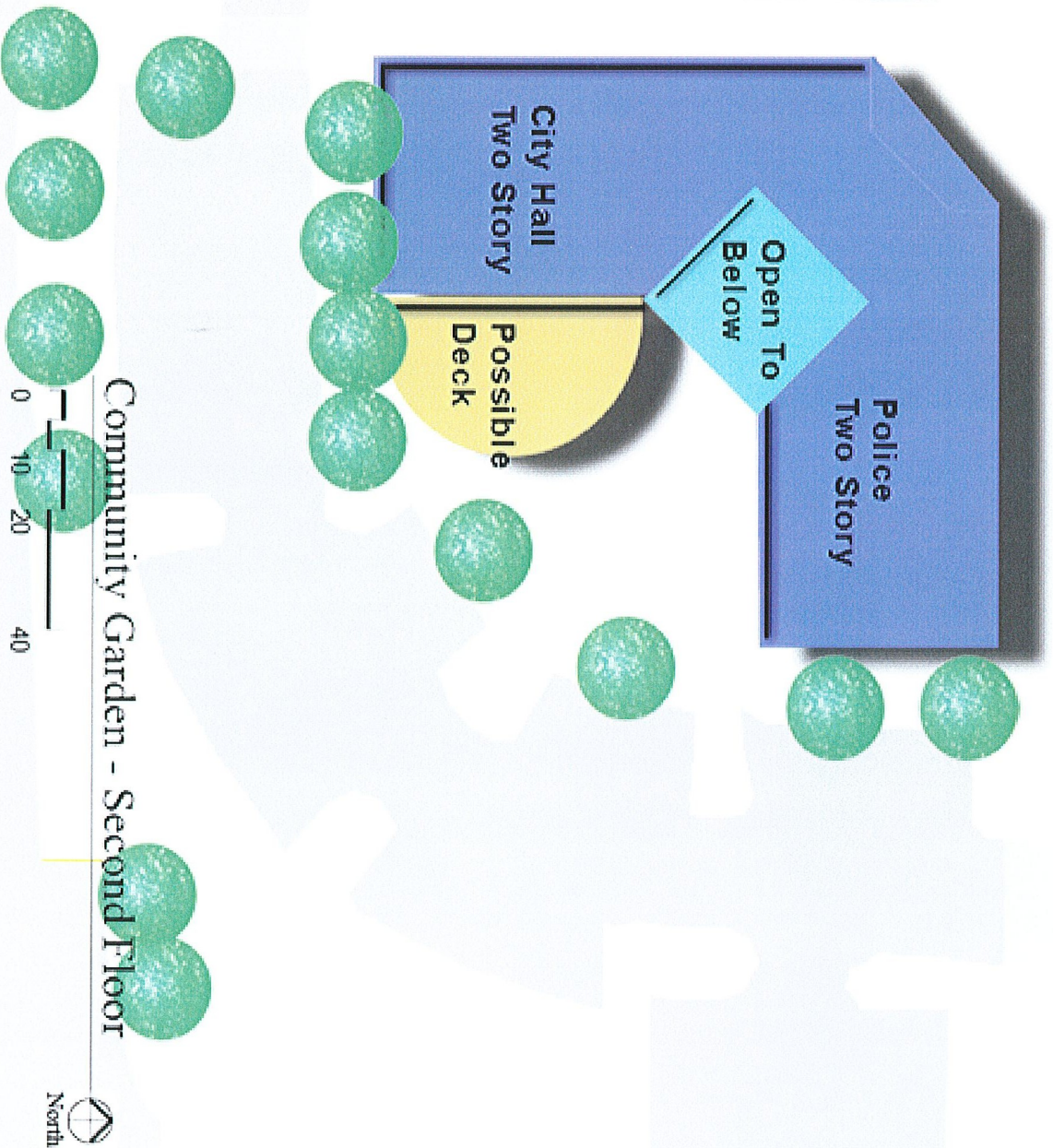
The City Council felt moving City Hall from the downtown core area would be detrimental to the economic vitality of the existing and future commercial business located in this area. The City Council and Chamber of Commerce also expressed an interest in tying the newly acquired Stayton Riverfront Park to the downtown core area.



Site 1B: Community Garden

Florence St.

Fourth St.



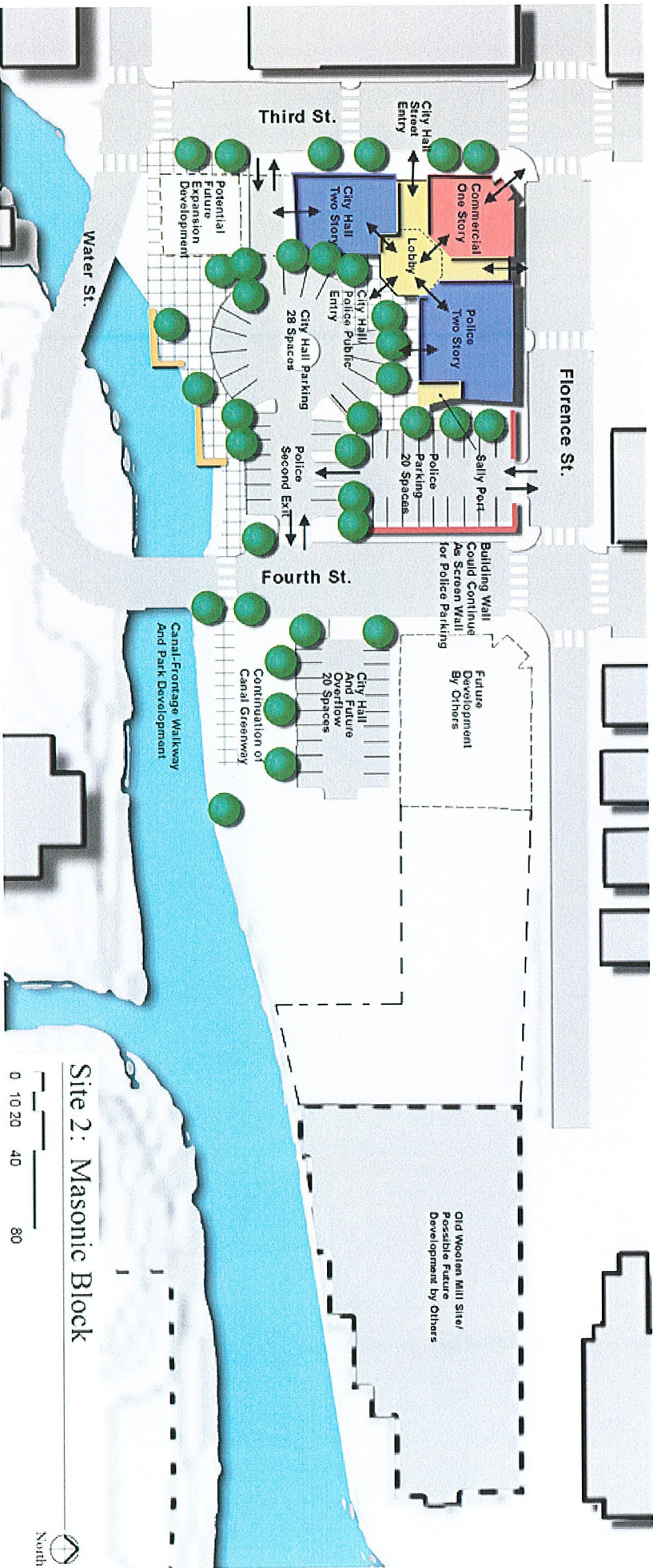


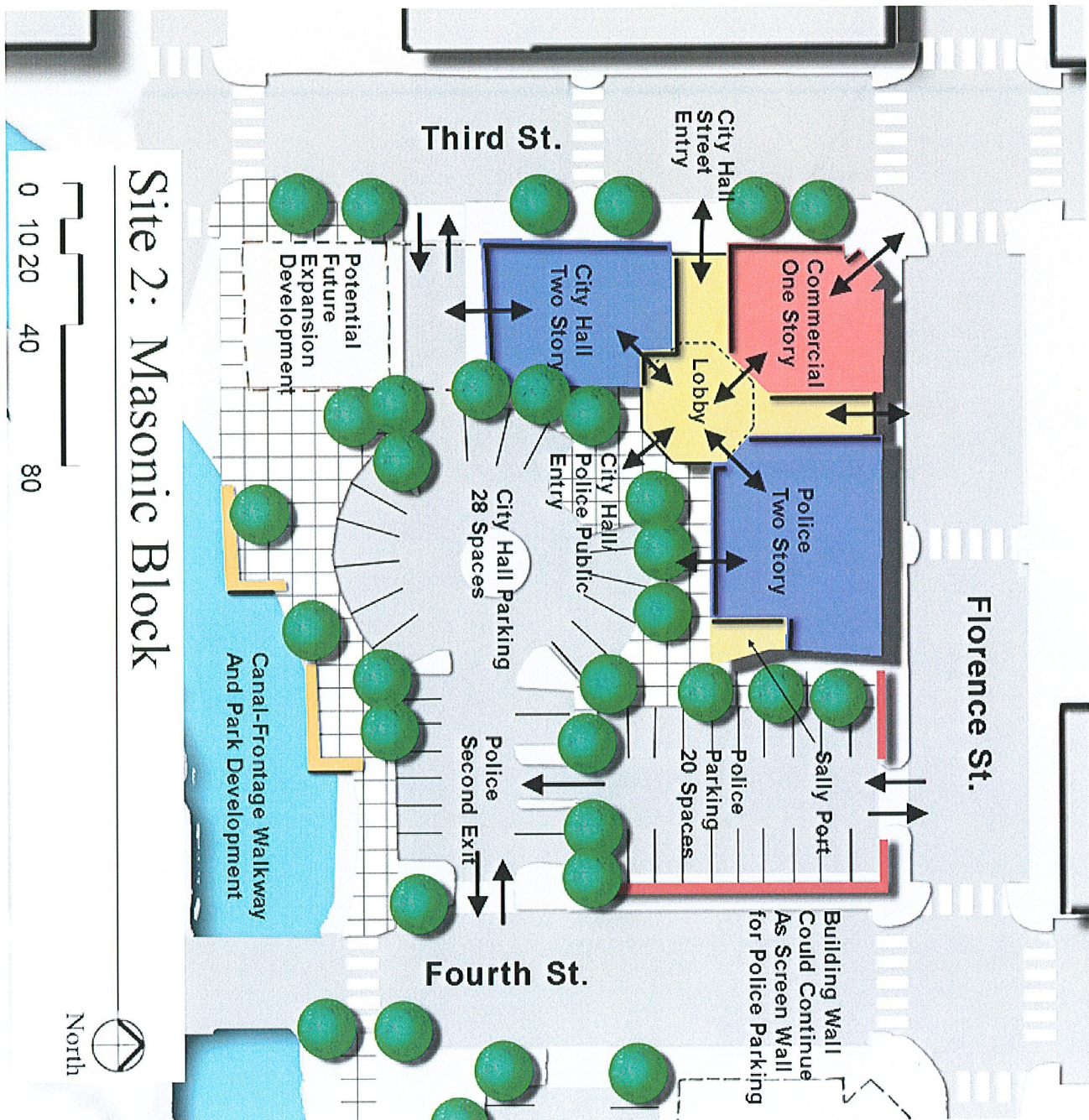
Site 1B: Community Garden
Conceptual View From Florence Street



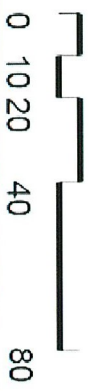
Stayton Public Facilities Master Plan

Site 2: The Masonic Building Block: This site, fronting on Third Street, was deemed to have tremendous development potential, with several very different alternative schemes explored. The potential to compactly fit a New City Hall/Police Station and to both strengthen the downtown core and take advantage of the canal as an amenity were strong positive features of Site 2. Site 2 also has the advantage of leaving contiguous sites 1B and 1A open and available for consolidated development. Coupled with Site 2, these three sites have tremendous potential for realization of downtown enhancing redevelopment. These three can also take full advantage of the continuous canal frontage.

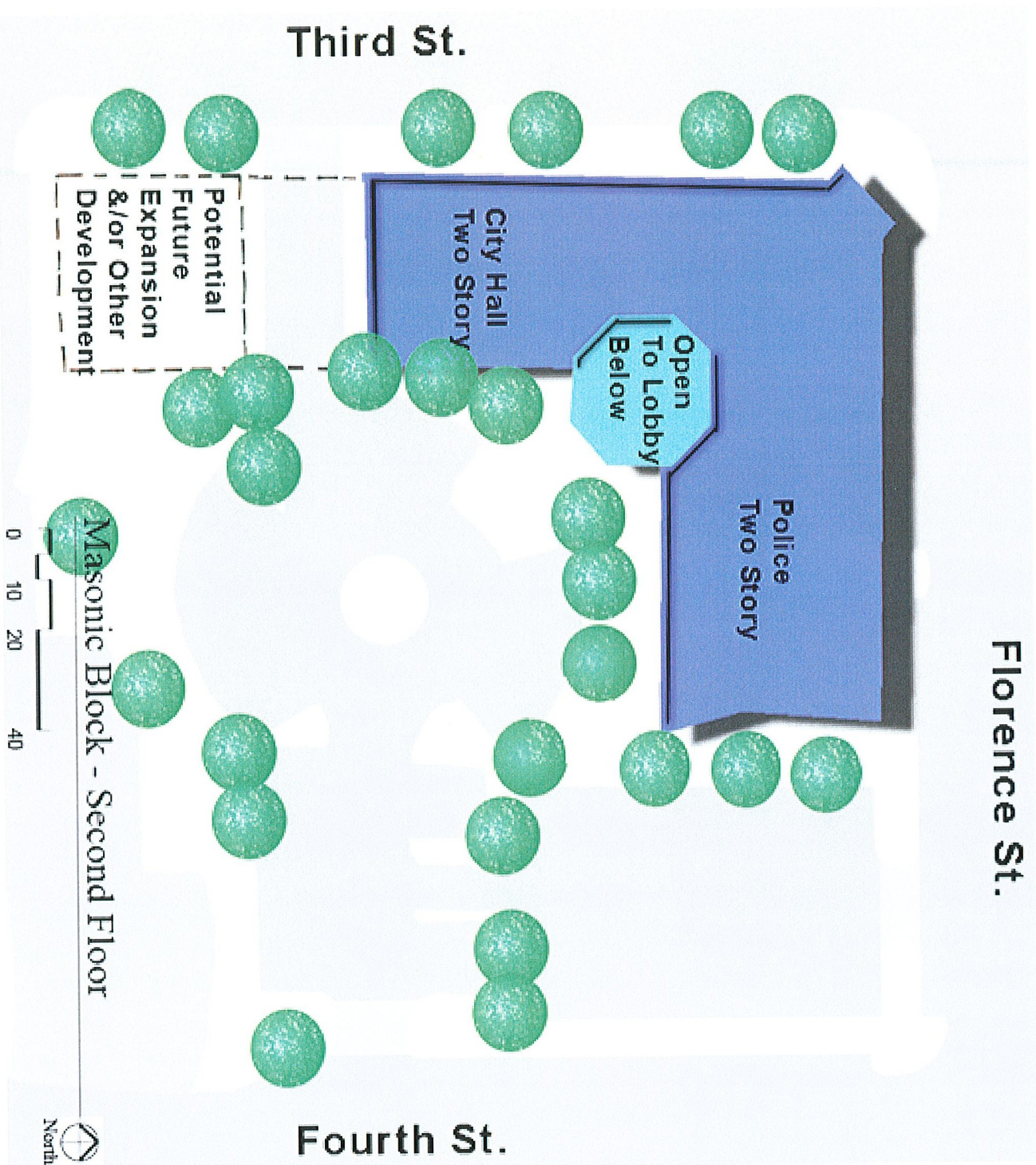




Site 2: Masonic Block

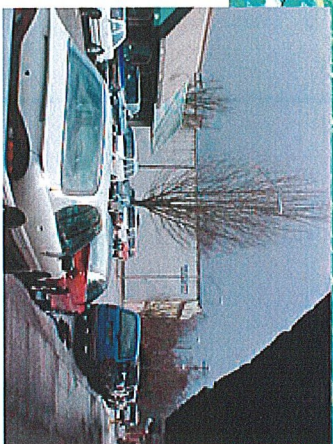


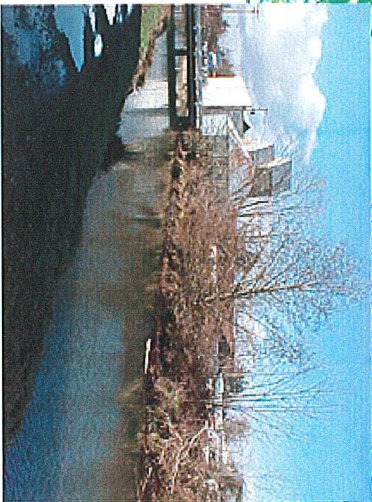
Florence St.





Site 2: Masonic Block
Conceptual View of New City Hall/Police Facility





Site 2: Masonic Block
Conceptual View of New City Hall From Canal

Finalist Sites Analysis

Site 1B: The Community Garden

- Advantages
 - Connection to the Canal Frontage Greenway Trails
 - Located close to the downtown core
 - No current development on site
 - Allows for complementary development on neighboring sites 1A and 2
- Disadvantages
 - Not on Third Street

Site 2: The Masonic Building Block

- Advantages
 - Connection to the Canal Greenway Trails
 - Located in the downtown core
 - Located on Third Street, a major commercial element to downtown Stayton
 - Viable commercial ground floor space possible within the facility
 - Allows for complementary development on neighboring sites 1A and 1B
- Disadvantages
 - Existing structures must be demolished

Site Conclusions

The development of **Site 2: The Masonic Building Block** would require the removal of the existing buildings on that site. The Masonic Building is presently the largest and seemingly most valuable building on the site, but due to both the age of the facility and the obviously major work previously done, it is not considered salvageable at this time.

The development of Site 2: The Masonic Building Block was also felt to have the potential to encourage development for another use of **Sites 1A: The Old Woolen Mill** and **1B: The Community Garden**, perhaps as housing or mixed use. A new City Hall/Police Station facility fronting Third Street and strengthening the corner of Third and Florence had the additional possibility of creating prime leasable first floor commercial space on that corner, in a two-story facility. Locating City Hall at this site would strengthen the primary commercial street of the traditional downtown core of the City of Stayton.



SECTION 3

IMPLEMENTATION



IMPLEMENTATION

Project Conceptual Costs for the New Facilities Options

Estimates of probable cost were prepared for concepts generated on Site 1B: The Community Garden, and Site 2: The Masonic Building Block, these two sites were deemed to be most desirable in meeting the City's goals. Estimates of probable cost were also made for the Public Works Shop, Memorial Pool, and Community Center Facilities. These estimates were conceptual in nature and included hard construction costs, land acquisition costs, and project indirect costs (A&E fees, permits, testing, etc.) Included in the costs are the associated public way improvements in the City streets and sidewalks bordering each site. For a more comprehensive breakdown of project costs see Table A.3 and Table A.4 in the Appendix.

Table 3.1

City Hall/Police Facility Option Cost Comparisons		
	Site 1B: The Community Garden	Site 2A: The Masonic Building Block
Demolition	0.00	49,155.00
Construction		
- Site Development	449,053.00	429,649.00
- Street Improvements	122,324.00	99,251.00
- New Construction**	2,943,519.00	2,943,519.00
- Optional Lease Retail Space	----	281,589.00
System Dev. Charges	206,686.00	564,942.00
Land Acquisition	\$60,000	\$630,593.00
		RMV*
Indirect Costs	741,763.00	772,724.00
Total**	\$4,523,345	\$5,771,422
Other Public Facility Improvement Cost Estimates		
Public Works Shop	\$961,360.00	
Community Center	\$1,099,737.00	
Memorial Pool	\$579,673.00	
* RMV = Real Market Value		
** Does not include potential commercial space		

Funding Options for Recommended Projects

There are many funding options for the projects indicated in this Master Plan. These include:

- General Obligation Bonds:** The voters of Stayton could be asked to fund certain or perhaps, all Public Facilities projects through bond measure placement and passage. The marketing of the value of public facilities improvements to the citizens of Stayton, coupled with the timing of bond measures, would be critical to the success of this method of financing.
- Urban Renewal:** The City has previously considered the formation of an urban renewal or other taxing district to achieve downtown enhancements and value, and has consulted with an urban renewal consultant in this regard. A New City Hall/ Police Facility in downtown Stayton could easily be shown to fulfill the downtown enhancement goals of an urban renewal district and thus could be a project such a district could help finance. It would be a number of years to both form a legal urban renewal district and then accrue the funding through that district to significantly contribute to the financing of a New City Hall/ Police Facility.
- Community Development Block Grants:** These could apply to public way/street and streetscape improvements adjacent to new facilities, particularly in the traditional core of downtown Stayton. These grants would only apply if Stayton is below the low to moderate income threshold.
- Systems Rate Increases:** These could be applied toward the construction and renovation of City Facilities. Water and sewer rates could be raised to help generate project revenues, where the facilities demonstrate a direct benefit and correlation to those two utility functions. It is estimated that Public Works may occupy approximately 30% of a New City Hall/Police Facility, and of course, 100% of a New Public Works Shop Facility. Through the above systems charges, Public Works could justify contributing these percentages of the cost of these projects.

- Various energy and Green/Smart Building Programs:** The design of a New City Hall/ Police Facility and even of a new Public Works Shop Facility could incorporate the above programs, thus potentially qualifying for certain grants, rebates and other monies. These programs are rapidly expanding to become viable and important partial funding options.
- Diversion of Rent:** The city could divert rent that is now paid to others.
- Seed Money:** The city could raise money through the sale of existing facilities
- Partnering:** The City could consider a public/private partnership to develop a New City Hall/Police Facility, thus reducing the city's initial capital outlay, in exchange presumably for leasing or leasing at below-market value; the City space in the built facility. This may have particular viability if the new facility contained leasable retail/commercial space or other leasable space. The final preferred option for Site 2: The Masonic Block Site indicated such leasable prime commercial space on the ground floor. There are many options and possibilities that could be considered in regard to a public/private partnership creating a mixed-use downtown facility that is in part, City offices.
- Other Grants:** There may be other grant monies that can contribute somewhat to the cost of new City Facilities, particularly a new City Hall/ Police Facility in downtown. Below is a list of possible Grants that could be pursued for the Stayton Public Facilities Master Plan.
 - o Ford Family Foundation
 - o Fred Meyer Memorial Trust
 - o Oregon Community Foundation
 - o Rural Development Initiative
 - o ODOT Grants (Streets, Sidewalks, Etc.)
 - o U.S. Forest Service

Stayton Public Facilities Master Plan

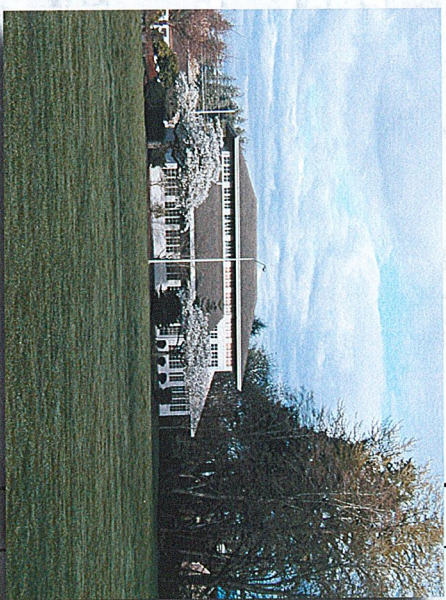
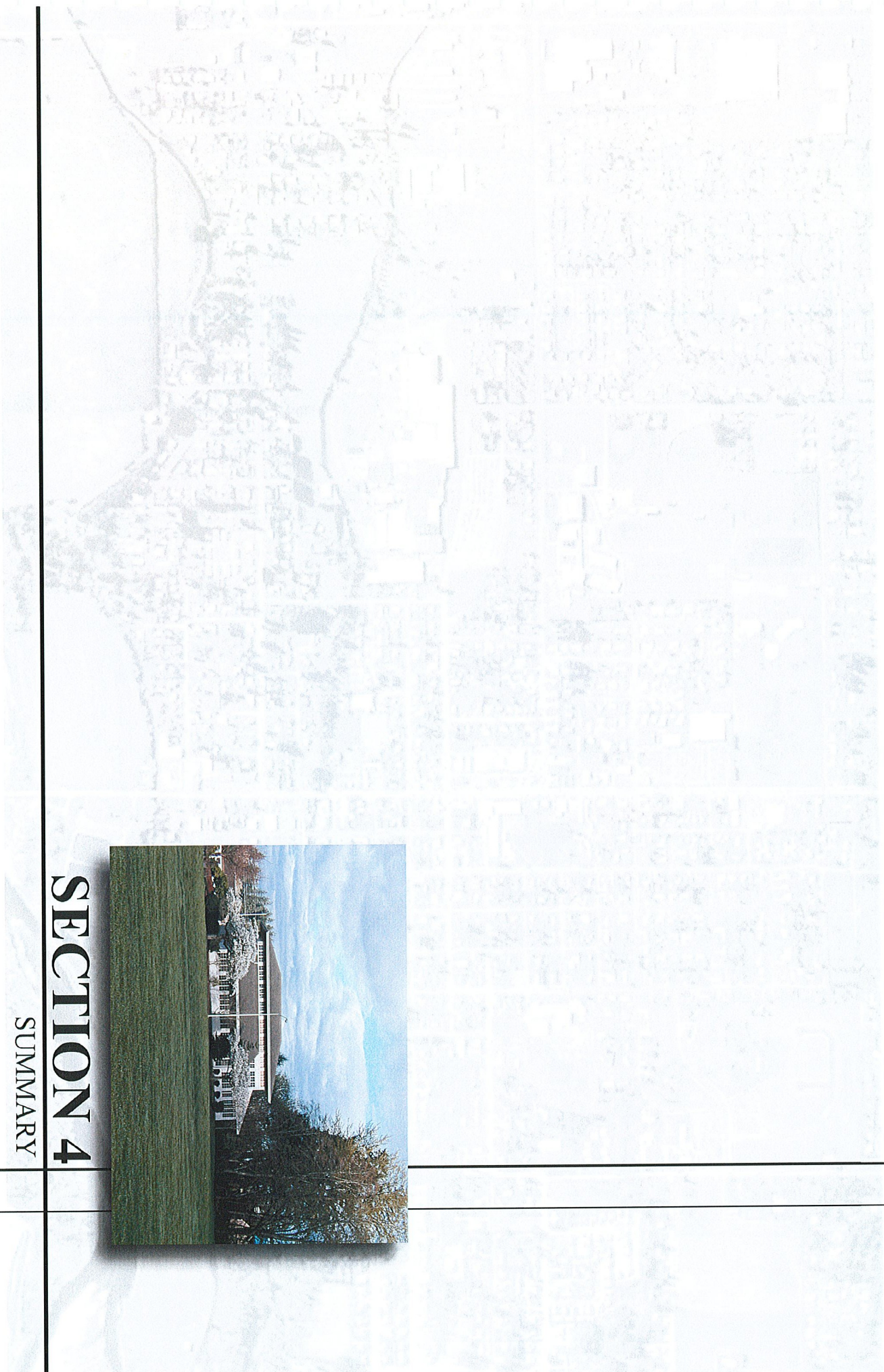
Property Value

The City of Stayton has the option to sell the currently occupied and owned land and buildings upon completion of the projects. Selling of these properties and buildings can be used as a means to fund the project. The Real Market Values of these are as follows:

- Tax Lot 4400 – City Hall \$218,550
- Tax Lot 4500 – Police Department \$342,870
- Tax Lot 4800 – Parking Lot behind City Hall & PD \$15,400

Total \$577,400

The Public Works/Planning Buildings are not owned by the city and hence could not generate revenue from the city through sale of the properties. The existing City Public Works Shop Facility Site is owned by the City of Stayton. However, the property carries a reversionary clause returning the property to the original owner upon vacation by the City.



SECTION 4

SUMMARY

SUMMARY

Conclusions of the **Stayton Public Facilities Master Plan** were:

- ❑ The City Hall, Police Station, and Public Works office are all operating in inadequate spaces. The current sizes of these buildings are all at least 1,000 square feet too small for their respective current needs. The current size of the City Hall and Police Station, as analyzed by the Technical Advisory Committee and the Architect, are half the size they currently need to be (See Table 2.1). Many departments are working in inefficient spaces that need more physical area, better adjacencies, and organization, to perform their functions and adequately serve the public.
- ❑ The needs of Stayton Public Facilities will only increase with the growth of the city. In twenty years the population of the City of Stayton is expected to reach 13,827 citizens. This population growth will put more strain on the existing facilities than already exists. The immediate need of the Public Facilities should be addressed in a fashion that answers also to the projected growth of the city. A 10-year and 20-year analysis of the growth of Stayton with an extrapolation of data from other similar sized cities and their facilities, as well as discussion with the TAC, led to conclusions for building and site requirements.
- ❑ These projected requirements were then used to help determine sites best suited for relocation of existing facilities. There appears to be an excellent opportunity to combine the City Hall and Police Station into a joint facility located at one of the studied sites. This opportunity rests in the logic behind creating an environment that is convenient for a joint City Hall/Police Station facility. Combining the two programs into one building is cost efficient, convenient, and functional for both programs. A total of five sites were studied for a joint City Hall/Police Station Facility. Of these five possible sites the scope was narrowed down to two sites that are the best fit for the needs of Stayton, that support the downtown core, and that meet the constraints defined by the building requirements.

Stayton Public Facilities Master Plan

- Of the two potential sites for the **New City Public Works Shop Facility**, the final site selected was Site 1, because it rebuilds the new shops adjacent to the existing sewage treatment plant while buffering the plant from future development to the west and north.

The examined sites, **Site 1B: The Community Garden** and **Site 2: The Masonic Building Block** were selected as the best fit for a **New City Hall/Police Facility**.

- Site 1B: The Community Garden** had the advantages of downtown proximity, no current development, and canal frontage allowing connection to the canal greenway trail system. Furthermore Site 1B: The Community Garden allows the possibility of complementary development on neighboring sites. The projected conceptual cost for implementing this plan is \$4.5 million.
- Site 2: The Masonic Building Block**, like Site 1B, had the advantage of canal frontage and continuation of the canal greenway trail system. Located in the heart of the downtown core, this site has tremendous development possibilities that work with and complements a proposed City Hall/Police Facility. The projected conceptual cost for a new facility is \$5.8 million.
- Anticipated construction costs for the two final options for a New City Hall/Police Facility in downtown Stayton are comparatively close. These costs are close enough that the selection of most preferred site option should be made perhaps, on the basis of other criteria. The ability of the New City Hall/Police Facility to strengthen the downtown is both an important feature for the facility, and the core of downtown Stayton. Another significant criteria for selection is the availability of one site verses the other site.



CROSS CONNECTION PROGRAM

Account Number: _____

Service Address _____, Lowell, OR

First Name: _____ Last Name: _____

Owner

Renter

Property Mgmt

Builder

In order to comply with Oregon Administrative Rule 333-061-0070, I understand that by selecting the applicable "**Opt In**" box, the City of Lowell will provide the required annual testing of my Backflow Prevention Assembly (BPA). I understand that if I wish to discontinue, the City of Lowell performing my required annual device testing, I need to "**Opt Out**" of the program and provide a copy of the device testing to the City by **November 30th** of each year. I also understand that I am responsible for any maintenance, repair or replacement of the device if necessary.

Opt In: Please test all BPAs on file for the above service address. (**\$30.00 per device to be charged on my water/sewer utility account.**) I understand that copies of my test report(s) are available upon request.

Opt Out: I understand that I am responsible for the required annual testing and insuring that results are submitted to the City of Lowell by **November 30th** of each year.

Mailing Address: _____

City, State, Zip: _____

Primary Phone: _____ Secondary Phone: _____

Email Address: _____

Signature _____ Date _____

A full-page photograph of a sunset over the ocean. The sun is a bright, glowing orb in the center of the sky, partially obscured by dark, heavy clouds. The sky transitions from a deep orange near the horizon to a darker, almost black at the top. The ocean is dark blue with white-capped waves rolling in from the right. In the foreground, a sandy beach is visible, with a person walking away from the viewer towards the water's edge. The overall mood is serene and majestic.

**TRAVEL OREGON COMPETITIVE SMALL GRANTS
2018 – 2019 GUIDELINES**

I. PROGRAM INTENT

TRAVEL OREGON'S MISSION AND GRANTS PROGRAM KEY INITIATIVES

The mission of Travel Oregon is: “A better life for Oregonians through strong, sustainable local economies.” Travel Oregon has established a program to make grant awards “to eligible applicants for projects that contribute to the development and improvement of communities throughout the state by means of the enhancement, expansion and promotion of the visitor industry.”

Small Grant Program applicants may apply for grants of up to \$20,000 per project and may apply for no more than two projects in the current application period. Each project requires its own application. Applicants must demonstrate at least a 10 percent cash match. Projects must be completed within a 12-month timeframe.

PROGRAM KEY INITIATIVES

Applicants will need to identify in your application which of the following key initiatives your project aligns with (Projects that do not align with at least one of the initiatives below will be ineligible for funding)

1. Maximize the economic return on public and private investments in Oregon
2. Drive year-round destination-oriented travel from Oregon's key domestic and international markets¹ by aligning and optimizing local opportunities
3. Develop destination-based products that are in concert with Oregon's natural environment, support the stewardship of the state's resources and its rich history
4. Provide strategic industry professional development and training opportunities

INVOLVING YOUR REGIONAL DESTINATION MANAGEMENT ORGANIZATION (RDMO)

Travel Oregon has identified seven (7) regions within the state through the Regional Cooperative Tourism Program.²

In order to receive access to the online grant application, applicants must submit a [project idea form](#) that will be sent directly to their Regional Destination Management Organization (RDMO)³. Once the form is submitted, applicants will be provided with a confirmation email which will include a link and access code to the grant application.

Applicants who fail to submit the project idea form to their RDMO, or whose application varies substantially from the project idea form will be ineligible to receive funding.

Applicants are encouraged to discuss their project idea with their RDMO prior to completing the grant application. RDMOs will not write letters of support for applicants, but RDMOs may provide feedback to Travel Oregon for the grant review committee after reviewing the project idea form.

Applicants are strongly encouraged to reach out to their local Destination Management Organization (DMO)⁴ about the grant project idea and request letters of support to enhance their overall application. **For-profit entities are required to show support for their project idea with a letter from their local DMO or RDMO.**

¹ Read more about Travel Oregon's domestic and international target markets, <http://industry.traveloregon.com/industry-resources/oregons-target-markets/>

² Read more about the Regional Cooperative Tourism Program, including the marketing plans for each region, Industry.TravelOregon.com/RCTP

³ For more information about RDMOs, visit Industry.TravelOregon.com/RDMO

⁴ For more information about DMOs, visit industry.traveloregon.com/industry-resources/destination-marketing-resources/destination-marketing-organizations/

II. ELIGIBILITY

ENTITY ELIGIBILITY

Eligible applicants include those listed below that are *doing business* in Oregon and can demonstrate direct work in support of improving the economic impacts of Oregon's travel and tourism industry:

- Local government
- Port districts
- Federally recognized Tribes
- Non-profit entities registered with the Oregon Secretary of State's Office
- For-profit entities may apply for sales type grants only. Eligibility will be based on evidence of local destination marketing organization or regional destination management organization support. **Letters of support will meet this requirement.*

ENTITY INELIGIBILITY

Ineligible applicants include those listed below:

- Entities that have a bankruptcy or other financial corruption within the past five years
- Entities that fail to fulfill past grant award requirements within past three years (includes: project completion, submission of required grant reporting, proper use of grant funds)
- For-profit entities requesting a sales type grant without written letter(s) of support from local destination marketing organization or regional destination management organization
- Entities that fail to submit the project idea form to their RDMO or whose application varies substantially from the project idea form

PROJECT ELIGIBILITY

Eligible projects or initiatives must be new⁵ and must provide for the improvement or expansion of the tourism economy in Oregon.

Project should create an enhancement to the visitor experience in Oregon and is intended to increase the likelihood of visitation from 50 miles outside the local area. Though it is not a requirement, ideally, the project will lead to an increase of overnight stays in local lodging facilities. Partnerships with tourism entities and businesses, economic development and/or government entities are looked upon favorably and strengthen an application.

⁵ Initiatives or components that have never been undertaken and will provide significant enhancements or improvements to Oregon's travel and tourism industry.

Preference will be given to projects that enhance the community or region.

All projects must fall within one of these three project types:

DEVELOPMENT

- Community-based trainings
- Strategic planning
- Feasibility studies – Research studies
- Visitor access improvement
- Mapping
- Wayfinding signage design or construction
- Technical assistance, including: Grant writers and consulting services
- Professional development
- Conference or training registration
- Visitor amenities or infrastructure development⁶

MARKETING

- Content development
- Print collateral
- Broadcast media
- Website optimization
- Branding development
- Visitor/Consumer outreach

SALES

NOTE: If you are new to international marketing or have never worked with global or domestic packaged travel tour operators, it is recommended that you connect with your RDMO or Travel Oregon before applying for Sales type grants. FOR-PROFIT entities are ONLY eligible to apply for a project that is suggested below:

- Event and tradeshow participation
- Tradeshow related production or shipping
- Event hosting or sponsorship fees
- Event bid fees
- Familiarization tour support
- Tour operator support
- International visitor trainings⁷
- Receptive-trade related trainings⁸

INELIGIBLE PROJECTS AND ACTIVITIES

The following activities are **not** eligible for grants:

- Activities that are not new efforts, initiatives or offerings
- Mobile app development
- Costs of staff or consultant salaries, mileage or associated fees that are *already* budgeted to execute a particular area of work within an entity.
- Projects that emphasize private profitability and/or investments that could be considered a regular cost of doing business
- Deferred, regular or ongoing maintenance and upkeep
- Cannabis or tobacco tourism-related projects

⁶ Applications for construction projects must include plan drawings and approval from permitting authorities if required locally.

⁷ International visitor trainings are encouraged for any applicant but especially those who are new to the international market and considering a sales type project.

⁸ Receptive-trade related trainings are encouraged for any applicant but especially those who are new to the international market and considering a sales type project.

III. DEVELOPING A STRONG APPLICATION

PREFERENCE

Applications should be clearly written and present a strong case for support. Preferences identified that will enhance a grant application's competitiveness include:

- Project goals that align with regional and/or local objectives
- Projects that address a need in the tourism industry and shows potential to generate significant regional and/or local impact
- Community support is evident both through local cash or in-kind match contributors and support letters
- Good planning is evident in the project timeline, budget and sustainability
- Plans for evaluating impact are clear, appropriate and achievable

PROJECT BUDGET

The grant project budget must be submitted using the Excel template provided by Travel Oregon⁹. Grant recipients are required to keep the project budget updated throughout the lifetime of the grant, unless the project is for professional development training (see Section V. for more information on reporting requirements). A final budget, including documentation for expenses incurred, will be required in the Grant Accomplishment Report.

MATCHING FUNDS

Grant applicants must provide a minimum of 10 percent cash match of the total amount awarded.

Travel Oregon funds may not be used as matching funds for any grant application submitted by the recipient of those Travel Oregon funds.

SIGNAGE

Grant projects that involve permanent, installed signage require approval letters from each organization or entity involved in permitting or approving signage installation. Evidence of approval must be on official letterhead and be included with any other support letters when submitting the application.

Applications will not be considered unless evidence of approval have been submitted.

PERMITTING

Grant projects that involve permits of any kind, require approval letters from state and/or local permitting authorities. Evidence of approval must be on official letterhead and be included with any other support letters when submitting the application.

⁹ [Download the Grants Project Budget](#)

HISTORICAL STRUCTURES

Local, state and federal compliance approval processes need to be followed. Additional documentation may be required depending on the scope of the project. Project or structure must demonstrate being a cultural, historical tourism asset in the community. If applicable, include evidence that the historic structure is part of a certified local government community, designated Main Street area, or local or National Register historic district or place.

IV. REVIEW OF APPLICATIONS; DECISION TO AWARD

The application process will open for a 30-day window from July 30, 2018 until August 29, 2018 at 5 p.m. No applications or materials will be accepted after the 5 p.m. deadline. Applications will be reviewed and decisions to award will be made based on the following:

- Degree to which grant project aligns with and furthers the identified key initiatives (as defined in Section I. of these guidelines)
- Includes intended outcomes and return on investment for positive economic impact on the community and/or region as a direct result of the project
- Demonstrates clear viability, integrity and long-term sustainability of the project
- Demonstrates that applicant and project meet the eligibility requirements of Section II, and that the application is complete and contains all information required by these grant guidelines
- Supports application enhancements as identified in the Preference section of these guidelines

Travel Oregon reserves the right to award grants in amounts totaling less than all funds that are available under the Competitive Small Grants Program, to award a different amount than is provided in a grant application, to make changes to the Grant Guidelines or to cancel the Competitive Small Grants Program in its entirety.

V. GRANT CONTRACTS

Applicants who are awarded a grant will enter into a contract with Travel Oregon, which includes agreements to comply with all guideline requirements and to complete project as approved.

BUDGET MONITORING; TIMELINES

Projects will be monitored by Travel Oregon. Grant recipients shall maintain accurate records and will use provided report templates for submission of all required information. Grant recipient will be required to keep an ongoing, updated timeline and budget throughout the lifetime of the grant. Travel Oregon may request copies of the working budget throughout the lifetime of the grant. Travel Oregon will provide access to all reports and additional forms required.

NOTE: Grants for professional development (conference or training participation) do not need to maintain an ongoing budget and timeline. However, grant recipient will be required to submit an initial budget and timeline stating anticipated travel costs (on a [per diem schedule](#)) and registration costs. Detailed information on required reporting can be found in the Grant Reports section of these guidelines.

TRAVEL OREGON RECOGNITION

In many areas of Oregon, a regional style guide has been developed for use by tourism businesses and destination marketers. Grant recipients are encouraged to adopt these guidelines in order to better align with the other communication efforts. Travel Oregon may be available to consult on specific design needs.

Grant recipient shall visibly display on all finished grant projects (publications, websites and other significantly visible project activities) Travel Oregon's logo along with the acknowledgement: *"This project has been funded in part by a grant from Travel Oregon."* Travel Oregon will work with grant recipient to ensure proper usage and placement of the Travel Oregon logo.

Sales Project Types

Not all sales project types will be able to display Travel Oregon recognition. For trade-show shipping or participation costs, host bids or tour operator support, Travel Oregon recognition is not required. For projects that are events, trade-show related production, receptive tour operator trainings, or similar, Travel Oregon recognition must be displayed on published collateral, if applicable.

Development Project Types

Not all development project types will be able to display Travel Oregon recognition. For projects such as feasibility studies, research or strategic plans, Travel Oregon recognition must be displayed on a final published report, if applicable. Do not place Travel Oregon recognition on wayfinding signage, unless authorized by Travel Oregon to do so. Grant recipient must submit signage designs to Travel Oregon for review prior to production and placement. For professional development, technical assistance, or conference participation, Travel Oregon recognition is not required.

PROJECT DESIGN

Grant recipient shall allow at least two weeks for Travel Oregon to review the project design and provide feedback (timing will depend on the complexity of the project). Grant recipient must cease further grant project design work until feedback from Travel Oregon has been delivered. While grant recipient is not required to make all recommended changes Travel Oregon may provide, grant recipient must adhere to all grant program requirements. Required recognition will be included in grant recipient's contract or determined while working with grant recipient.

Marketing Project Types

All marketing project types must submit project design to Travel Oregon for review prior to finalizing a published piece.

GRANT REPORTS

All required reports will be submitted through Travel Oregon's online grant management system.

Mid-Project Report

Mid-Project Report is only required for projects over \$10,000 in grant awards. Mid-project report and an updated project budget must be submitted to Travel Oregon six months after award notification or at project mid-point, whichever is sooner.

NOTE: All Development Type Grants that involve construction of any kind are required to complete a Mid-Project Report.

Grant Accomplishment Report and Final Budget

Project must be completed and Grant Accomplishment Report submitted to Travel Oregon within 13 months of grant project notification date. The final budget along with copies of detailed project expenses must be uploaded as part of the report. No further reimbursement will be provided after submission of this report.

NOTE: Development Type Grants for conference or training attendance do not require a Grant Accomplishment Report or final budget. However, recipient must submit a post-conference testimonial on the value of attending the conference or training.

NOTE: Sales Type Grants for tradeshow attendance do not require a Grant Accomplishment Report or final budget. However, recipient must submit a post-tradeshow report that includes the ROI and outcomes which may include leads generated, or other results as appropriate.

GRANT FUNDS DISBURSEMENT

Any grant funds not used as approved shall be returned to Travel Oregon pursuant to the grant contract. Projects must be completed within the approved grant timeline. Following approval and execution of contract, an initial disbursement of up to \$10,000 will be sent to recipient. Recipients are eligible to receive up to 90% of the remaining awarded funds through a reimbursement system, upon invoice and with documentation of expenses. These funds may only be used for costs related to the project and clearly identified in the grant budget. Final disbursement of funds will be sent once the project is complete and the Grant Accomplishment Report and final budget have been submitted, reviewed and approved by Travel Oregon.

You may submit reports earlier than required dates if your project timeline allows. Failure to submit reports by their deadline may result in ineligibility for any future grant programs offered by Travel Oregon.

NOTE: Travel Oregon will not reimburse a grant recipient for any costs associated with a grant project that are incurred before a grant contract has been signed.

VI. QUESTIONS

View the [Frequently Asked Questions \(FAQ\) page](#) for commonly asked questions. [Submit](#) additional questions online. Please allow seven business days for Travel Oregon to respond.

GRANT TIMELINE

Below is the timeline for the 2018-2019 Travel Oregon Competitive Small Grants:

July 30, 2018 – **Online Application Opens**

August 29, 2018 (5 p.m.) – **Online Application Closes**

October 17, 2018 – **Competitive Small Grant Application Status Notification (work can officially begin)**

October 26, 2018 (5 p.m.) – **Competitive Small Grant Signed Contract Due to Travel Oregon**

November 15, 2019 (5 p.m.) – **Competitive Small Grant Accomplishment Report Due (Project must be complete by this date)**

GRANT APPLICATION CHECK LIST

Access the 2018-2019 Travel Oregon Competitive Small Grants Program Application ONLINE.

- View the [application questions](#) before you begin
- Refer to the [Frequently Asked Questions \(FAQ\) page](#) for troubleshooting

In order to access the online application form, all applicants must submit a [project idea form](#) that will be sent directly to their RDMO. Once the form is submitted, a confirmation email will be sent which will provide a link and access code to the grant application.

Before beginning the online application, we encourage applicants to gather all information and/or documents required to submit the application:

- ✓ Proof of Federal Tax ID (IRS tax exempt determination letter or governmental information letter). Look at the FAQ page for further questions or clarification on what is needed.
- ✓ Entity's Federal W-9 Form
- ✓ Project Budget ([must use the required form](#))
- ✓ Project Timeline ([sample](#))
- ✓ Project Support Letters (Recommended, not required except for For-Profit entity Sales Type grants)
- ✓ **Signage Project:** Evidence of approval from all parties involved
- ✓ **Distribution Plan:** If producing collateral you must describe your distribution plan and associated budget costs
- ✓ **Construction Permitting:** If your project involves construction you must include plan drawings and approval from permitting authorities if required locally

OREGON'S SEVEN REGIONAL DESTINATION MANAGEMENT ORGANIZATIONS

RDMO: REGIONAL DESTINATION MANAGEMENT ORGANIZATION

The Oregon Tourism Commission has identified seven (7) regions within the state. Each region has identified one Destination Management Organization (DMO) to act as its Regional Destination Management Organization (RDMO). RDMO contact information is listed below.



CENTRAL OREGON

Central Oregon Visitors Association
visitcentraloregon.com | 800.800.8334
Kristine McConnell,

kristine@visitcentraloregon.com

**Counties: Jefferson, Deschutes, Crook, portions of Wasco*



MT HOOD

COLUMBIA RIVER GORGE

Mt. Hood Territory
mthoodterritory.com | 503.655.8458

Lizzie Keenan, lizzie@hood-gorge.com or

Jeannine Breshears, jeannine@mthoodterritory.com

**Counties: Hood River, portions of Multnomah and Clackamas*



EASTERN OREGON

Eastern Oregon Visitors Association
visiteasteroregon.com | 541.856.3356
Alice Trindle, eova@eoni.com

**Counties: Sherman, Gilliam, Wheeler, Morrow, Union, Umatilla, Wallowa, Grant, Baker, Harney, Malheur*



OREGON COAST

Oregon Coast Visitors Association
visitheoregoncoast.com | 541.574.2679

Marcus Hinz, director@thepeoplescoast.com

**Counties: Clatsop, Tillamook, Lincoln, Coos, Curry, portions of Lane and Douglas*



GREATER PORTLAND

Travel Portland
travelportland.com | 503.275.9778
Amanda Lowthian, amanda@travelportland.com

**Counties: Washington, Columbia, portions of Multnomah and Clackamas*



SOUTHERN OREGON

Travel Southern Oregon
southernoregon.org | 541.287.3047

Brad Niva, brad@southernoregon.org

**Counties: Klamath, Lake, Jackson, Josephine, portions of Douglas*

ACCESS AND DOWNLOAD REGIONAL TOURISM PLANS

<http://industry.traveloregon.com/industry-resources/regional-cooperative-marketing-plan/regional-cooperative-tourism-program/>



WILLAMETTE VALLEY

Willamette Valley Visitors Association
Oregonwinecountry.org | 503.881.4442

Tori Middelstadt, tori@oregonwinecountry.org

**Counties: Yamhill, Polk, Benton, Marion, Linn, portions of Lane and Clackamas*



2018 Materials Management Grant Program

Materials Management Projects Grant Instructions

Applications must be received by 11:59 p.m. PDT, Sept. 28, 2018

Grant Schedule

Application materials available	Friday, July 13, 2018
Completed applications due at DEQ offices	Email applications received by Friday, Sept. 28, 2018 (11:59 p.m. PDT)
Grant awards announced (estimated)	Friday, Dec.14, 2018
Grant funds available	After grant agreement is signed by all parties (may be one-six months after grant is awarded)

Use these instructions with the application for Materials Management Project Grants only.

There is another grant category in 2018: **Materials Management Planning:**

[Visit our Grants web page for more information](#)

Program Overview

DEQ’s Materials Management Program funds plans that support Oregon’s 2050 Vision for sustainable materials management. View [“Materials Management in Oregon: 2050 Vision and Framework for Action”](#).

Since 1991, DEQ has awarded over \$8 million in materials management grants. This year, DEQ expects to have approximately \$500,000 available for materials management project and planning grants.

What are Project Grants?

Project grants are for any project that reduces waste generation, promotes reuse, or recovers solid waste through recycling, composting or anaerobic digestion. For example, changing processes or materials to prevent waste; creating reuse infrastructure; processing and other waste prevention, recycling, composting and waste recovery initiatives. For specific examples of recently funded projects, visit the [Materials Management Grants webpage](#).

Who may apply for a Materials Management Project Grant?

- Government entities in Oregon responsible for materials management. This includes but is not limited to cities, counties, metropolitan service districts, regional parks districts, sanitary districts and county service districts.
- 501(c)(3) and (c)(4) nonprofit organizations registered in Oregon (please see additional application requirements).
- Federally-recognized tribal governments located in Oregon.
- Organizations created through intergovernmental agreements as allowed by ORS 190.010.
- Public universities, colleges, community colleges and public schools, but only for projects that prevent the wasting of food. For a definition of “preventing the wasting of food,” please see the “Focus Area” section below.

Eligible applicants may partner with other public or private entities or individuals.

Please note the types of entities eligible to apply for a materials management project grant is different than the types of entities that can apply for materials management planning grants. If you are interested in a planning grant, please refer to the separate instructions and application form.

May I apply for more than one grant?

There are no limits on the number of proposals you may submit. For example, you might propose purchasing a baler to increase plastics recovery and an education/outreach program to increase quantity/quality of plastics recovered. Please file separate applications for different proposals.

What is a “Focus Area” Project?

DEQ is awarding Focus Area points to encourage grant proposals that further the current priorities for implementing Oregon’s 2050 Vision for materials management. DEQ adds points to a proposal’s score if the project serves economically distressed or otherwise distressed communities as stated in the Special Focus Area box below.

A proposal may receive Focus Area points for one of the following types of proposals:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1. Project will prevent the wasting of food | Up to 10 points |
| OR | |
| 2. Project will otherwise reduce solid waste generation | Up to 5 points |
| OR | |
| 3. Project will establish, restore, or enhance recycling infrastructure or composting infrastructure (i.e. facilities and equipment) in rural communities. | Up to 5 points |
| OR | |
| 4. Projects will help a local government exceed its waste prevention and/or reuse requirements of the Opportunity to Recycle Act . | Up to 5 points |

AND/OR

Special Focus Area Project will serve economically distressed or otherwise distressed communities.	Additional Flat 5 points for one or both
--------------------------------------------------------------------------------------------------------------	------------------------------------------

Focus Area examples:

- Projects that prevent the wasting of food:
 - Pilot with local grocery to test impacts of changing merchandising and promotional practices (e.g., changing produce displays to reduce loss, offering buy one, get one later instead of buy one, get one free today).
 - Projects to pilot test measuring and tracking wasted food in restaurant or institutional kitchens as means for identifying why food is being wasted and to inform the development of strategies to reduce wasted food.
 - Equipment or services that prevent or reduce the wasting of food in buffet restaurants or institutional (university, primary/secondary schools, hospital) dining rooms, such as implementing trayless dining, switching to smaller plates, changes to food displays, and elementary school food choices.
 - Changing elementary school food choices or changing school cafeteria practices to “offer” rather than “serve.”

Note: Rescuing edible food for redistribution is not considered prevention and does not qualify for this focus area, but

may qualify for focus area 2 (reduce solid waste generation). Composting and anaerobic digestion projects (whether on-site or off-site) also do not prevent the wasting of food.

2. Other Projects reducing solid waste generation:

- Specialty item repair shop
- Neighborhood swap center
- Development of local donor matching programs to facilitate food rescue
- Deconstruction and building material reuse
- Outreach (website, social media, ad buys) to promote/support community waste prevention

Note: recycling and composting projects reduce solid waste disposal but not solid waste generation. Waste generation is reduced only through the “reduce, reuse” parts of the integrated waste management hierarchy (“reduce, reuse, recycle . . .”).

3. Infrastructure projects in rural areas:

For purposes of this grant round, "rural" communities in Oregon are those defined by the Oregon Office of Rural Health and designated as "rural" on [this list](#).

4. Projects that helps a local government exceed its waste prevention and/or reuse requirements of the [Opportunity to Recycle Act](#). Credit will be given for these projects only if the application is accompanied by a letter from the local government specifically describing the requirement in the Act that will be exceeded, how the local government will meet the requirement, and how the proposed project exceeds the actions taken to meet the requirement.

Special Focus Area:

A project serves a community that is "economically distressed" if:

- The county (in whole or in part) or the city or area (in whole or in part) served is [identified by Business Oregon as an "economically distressed area" for 2017](#).

Specific communities are defined as "otherwise distressed" if:

- The applicant can provide verifiable evidence that the populations served by the project are in some way disadvantaged relative to the larger population of the community.
- Examples of disadvantaged populations include elderly shut-ins, students in schools identified as Title 1, or populations that otherwise demonstrate below-average income or educational attainment.
- The burden of evidence is on the applicant. DEQ determines whether to accept claims of applicants serving “otherwise disadvantaged” communities.

These examples should not limit the creativity and inventiveness of the applicant in helping to meet Oregon’s 2050 Vision. [View additional examples of recently funded projects on our DEQ’s Grants web page](#).

What costs are eligible for funding?

Project costs that DEQ funds may be used for (but are not limited to):

- Administrative costs, such as travel, office expenses, and overhead
- Salaries and benefits for project personnel and payments to consultants or contractors
- Publications and other printed materials
- Machinery, vehicles, equipment, signs, containers and project-related supplies

What costs are NOT covered?

- Costs incurred for activities outside the scope of the grant agreement; however, DEQ reserves the right to reassign unused funds, due to finishing tasks under budget, to new/other tasks that fulfill or advance the mission of the Materials Management Program.
- Costs for which payment has been or will be received under another financial assistance program. (This includes funding that another organization is passing through to you the Grantee.)

- Costs incurred before issuance of, or after the completion date of a signed grant agreement with DEQ, unless expressly authorized by DEQ in the grant agreement
- Ordinary operating expenses of local government
- DEQ permit fees or costs incurred for solid waste facility closure

Is there a limit on the amount that can be requested?

No. Historically, the average award amongst all grant categories offered in this program has been approximately \$25,000, ranging from \$1,500 to \$148,550. Up to \$500,000 may be awarded in this 2018 grant round for materials management project and planning grants. DEQ may offer an award for less than the amount requested.

What are matching funds?

Matching funds are available cash given or committed by or to the applicant prior to submittal of its application, from local governments, partners or other sources. This includes funds specifically set aside for the proposed project. Acceptable matches are additional resources, not just an allocation of the grant recipient's existing resources. Requested documentation must be provided before matching funds are considered. Matching funds will be subject to rigorous review by DEQ's Business Office. Note: any matching funds from local governments, partners, or other sources that may potentially be funds originating from the federal government **MUST** be disclosed.

Examples of matching fund documentation:

- Letters of commitment by local governments
- Grant awards
- Bank statements
- Approved local government budget showing a line item for project

Are matching funds required?

No. However, local support and the financial viability of the project will factor into the evaluation of the proposal. If you have matching funds, it may be advantageous to include them in your response to the appropriate questions in the grant application.

What are the terms and conditions for the grant?

Please review the **SAMPLE** terms of the Materials Management grant agreement when considering whether to apply for this grant. [The grant agreement is available on our Grant's web page](#). After announcement of grant awards, the grantee(s) and DEQ will need to sign a grant agreement before funds become available. Note: DEQ reserves the right to alter the Grant Agreement language to bring the terms and conditions into compliance with updated laws, policies, rules, and procedures.

How will grant funds be disbursed?

DEQ will reimburse the grant recipient upon receiving an invoice prepared as required in the grant agreement with all required backup documentation. The grant recipient must be prepared to spend its own funds before requesting reimbursement from DEQ. In most instances DEQ will reimburse the grant recipient within six weeks, at most, of receiving a properly completed reimbursement request.

Completing the Application Form

General Information

Please submit applications electronically. The Application Form is designed to be filled-in electronically, and can be found on our [Grants Application Page online](#). Question 1 is set to a limit of 200 words; Questions 2 – 4 are not set to a limit but please be concise.

Project Information

Fill out all applicable items on the page. If more than one entity is part of the proposed project, list all entities that will be participating.

Instructions for obtaining a Dun & Bradstreet D-U-N-S® Number can be found on the government [Dun & Bradstreet web page online](#). Please allow two days to obtain the number. There is no cost.

Further information about qualifying for Focus Areas points can be found in the “What is a ‘Focus Area’ Project?” section above. If you are unsure your project will help a local government exceed the [Opportunity to Recycle Act requirements](#) associated to one of the Focus Areas, contact the local government or the DEQ Headquarters staff representative.

Question 1. Project Overview

Provide a brief summary of your project.

Concisely describe what the project will accomplish, the method(s) that will be used to achieve and measure goals, wastes targeted (if applicable), who will benefit from the project, and why it is important. Limit your response to 200 words.

Question 2. Project Description

a) Where will this project be implemented?

In what jurisdictions (e.g. cities, counties, statewide) will the project be implemented?

b) What environmental or public health need does this project address?

Describe the need this project will address and its relevance to reducing environmental and public health impacts of materials. How was the need determined?

c) What are the proposed goals of the project?

d) How will the project achieve its goals?

Describe how the project will address the identified need. Describe the work that will be accomplished, the methods that will be used, and the timeframe for that work.

For education/outreach projects:

- Identify the specific behavior(s) of your targeted audience(s) the project intends to change

e) How will project success be measured?

Describe how you will measure results from this project. What milestones or interim goals will you measure during the term of the grant? Please provide baseline information if known.

Question 3. Project Resources and Commitment

a) Identify the key people who will be involved in developing and implementing the project and describe their roles.

Discuss relevant experiences, accomplishments and qualifications of the project manager and key personnel. If you will use a subcontractor, include their personnel. You may additionally attach resumes of key personnel. Clearly describe who will be responsible for each portion of the proposed project.

List additional parties (e.g., advisory committee) who will be involved in developing, approving or providing staff for the project. Describe their roles. You may attach resumes of key personnel.

Attach letters of commitment from all entities that have agreed to participate in the project. If those entities are providing resources, this should be identified in the letters of commitment.

b) Describe why the project costs are reasonable for the work and expected outcomes

Describe how the project costs will be reasonable for the work and goals achieved. Include information on any cost saving efforts, matching funds, use of existing materials or space, refurbished equipment, volunteer labor, etc. Matching funds must be listed in the Project Budget section of the application form.

c) Describe community and stakeholder support for the project

Explain how the project will align with and support community priorities, create opportunities to leverage resources or build collaborative partnerships. Attach letters from community and other stakeholders demonstrating this support (if not included as project partners in (a) above), including any specific commitments of resources to the project. (Do NOT include general letters of support from community members that simply state that the project is a good idea; these will not contribute toward scoring).

d) What experience do the entity or entities developing and implementing the project have with similar projects?

Describe the past performance of the entities involved, including descriptions of successful projects of similar scope and complexity. Nonprofit applications shall include reference contacts, if available.

e) Provide a list of in-kind contributions to the project

Describe the in-kind contributions to this project; this means non-cash contributions to your project such as staff time, office space, goods or services, and volunteer time. Cash contributions should not be listed here. In-kind contributions are not matching funds.

Question 4. Potential for Project Continuity/Ongoing Benefits

a) Describe how this project will achieve benefits beyond the grant period

Describe how you will determine whether this project will continue to achieve benefits beyond the grant period. If the project is planned to continue, describe the plans for how the continuing project will be carried out and funded (e.g., efforts to enlist community partners, methods of making the project self-funding, adjusting rates to provide on-going funding).

Describe on-going benefits from this project after the grant period.

b) Describe how this project will support other projects to reduce environmental or public health impacts of materials

Discuss the potential for the project to serve as a model or otherwise support other projects reducing negative environmental or public health impacts of materials.

Project Budget

Fill out the form completely, including any matching funds, if applicable, in the appropriate columns.

Section (A) - Personnel Services

List staff employed directly by the applicant who will work on the project. If matching funds are not part of your project proposal, leave this section blank and select "Not Applicable."

Section (B) - Professional Services

Please fill out every column in this table, if applicable. If matching funds are not part of your project proposal, leave this section blank and select "Not Applicable."

Section (C) - Services and Supplies

If awarded, all travel related expenses will be reimbursed in accordance with the Oregon Department of Administrative Services policy and the Grant Agreement. This information can be found in the sample grant agreement on the [main grants webpage](#). If matching funds are not part of your project proposal, leave this section blank and select “Not Applicable.”

Section (D) - Capital Outlay

List only items to be purchased with a value greater than \$5,000.

If your project involves capital equipment purchases of \$5,000 or more, you must attach bid specifications and quotes. You may optionally attach additional pages of photographs, diagrams, and relevant supporting documents. For capital real estate purchases, include a property description including address, plot number, property size and a copy of the listing showing asking price. If matching funds are not part of your project proposal, leave this section blank and select “Not Applicable.”

Section (E) - Project Budget Summary

The Total Project Cost listed here must match the total cost of project listed on the cover page.

Project Work Plan and Schedule

Include on the form all major activities planned, interim milestones, and expected dates of completion.

Nonprofit Organization Supplemental Questions

Only nonprofit applicants complete this section. These questions apply to grant applicants and do not apply to nonprofit organizations performing work on behalf of a local government applicant.

Questions 1 through 4 (Financial Viability)

Provide information needed to confirm the financial stability of your organization and ensure sufficient financial controls are in place to adequately manage grant funds.

Question 5 (Indirect Costs)

Some organizations assess an indirect cost to cover facilities and administration. If your organization does not have a standard indirect cost, you may select “not applicable”. You may follow these links for additional information about [indirect costs](#) and [modified direct total costs](#).

Question 6 (References)

Provide references for grant-funded work your organization has done in the past, if available.

Question 7 (Support of local jurisdictions)

Provide confirmation that affected local jurisdictions are aware of your potential grant-funded project, and that the project aligns with, or does not conflict with, a jurisdiction(s)’ materials management priorities. The applicant should describe efforts to contact local jurisdictions, including any specific responses from the local officials contacted. While not generally required, DEQ highly recommends that applicants obtain letters of support from local jurisdictions in the service area for the proposed project. If it is not possible to obtain the letters by the deadline for submitting the grant application, DEQ may contact local jurisdictions as part of the application review process.

If your proposed project is not limited to specific local jurisdictions within the state, you need not provide this information.

If your organization is seeking to prove it will help a local government exceed its waste prevention and/or reuse requirements of the [Opportunity to Recycle Act](#), as mentioned in the fourth Focus Area, you must provide documentation from a local government(s) confirming that it will help the local government exceed its waste prevention or reuse requirements.

Government/Schools Supplemental Questions

Only government applicants complete this section.

Questions 1 through 3: Provide information needed to confirm the financial stability of your organization and ensure sufficient financial controls are in place to adequately manage grant funds.

Question 4: Some organizations charge an indirect cost on top of their expenses, to cover the costs of facilities and administration. If your organization does not have a standard indirect cost, you may select “not applicable.” For further information about indirect costs, visit the government website, [Electronic Code of Federal Regulation](#).

Signatures

Obtain all signatures needed to commit to implementing the grant proposal. Please ensure enough time to secure them prior to the deadline. **A scanned copy of the completed Signature Page must be attached to the application submission.**

Need help?

We encourage you to work with DEQ Headquarters staff listed below as early as possible before the **Sept. 28, 2018**, deadline as you develop your grant application. She will answer questions about the completion of your application form and will coordinate with DEQ Regional offices to support the completion of your application.

Counties	Name and Address	How to Contact
All	Marie Diodati DEQ Headquarters, 700 NE Multnomah St., Suite #600 Portland, OR 97232	503-229-5446 Diodati.Marie-Helene@deq.state.or.us

Note: there will be a conference call hosted by DEQ to walk through the grant application and to answer any questions you might have about the application document. This call will be **Monday, July 30, 2018 at 10 a.m.** More information about the call can be found on our [Grants web page](#).

How will proposals be evaluated?

A panel of DEQ staff will review applications based on the following selection criteria. The more points received, the higher the priority for an application to receive funding. Additional considerations may apply.

Selection Criteria and Evaluation Factors	Possible Points 105
<p>Focus areas Project is within one of the following Focus Areas:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Project will prevent the wasting of food OR <input type="checkbox"/> Project will otherwise reduce solid waste generation OR <input type="checkbox"/> Project will establish, restore, or enhance recycling infrastructure or composting infrastructure in rural communities, OR <input type="checkbox"/> Project will help a local government exceed its waste prevention and/or reuse requirements of the Opportunity to Recycle Act 	<p>Up to 10 Points</p>
<p>Additional Special Focus Area <input type="checkbox"/> Project will serve economically distressed or otherwise distressed communities.</p>	<p>Flat 5 points (considered as a bonus point)</p>
<p>Project overview</p> <ul style="list-style-type: none"> <input type="checkbox"/> Project is clearly and concisely (200 words or less) summarized, and includes: <ul style="list-style-type: none"> <input type="checkbox"/> Purpose and proposed goal(s) <input type="checkbox"/> Method(s) employed to achieve and measure goals(s) <input type="checkbox"/> Material(s) or waste(s) targeted, if applicable <input type="checkbox"/> Anticipated benefits 	<p>NO POINT VALUE BUT REQUIRED</p>
<p>Project Description</p> <ul style="list-style-type: none"> <input type="checkbox"/> Project addresses a significant environmental or public health impact related to materials. <input type="checkbox"/> Implementing the Work Plan is likely to achieve project goals in a reasonable timeframe. <input type="checkbox"/> Application includes objective criteria for measuring project progress during and at the completion of the project. 	<p>Up to 40 points</p>
<p>Project Resources and Commitment</p> <ul style="list-style-type: none"> <input type="checkbox"/> Project will be managed in a manner likely to achieve project goals; key personnel are identified, along with clear descriptions of their roles and qualifications. <input type="checkbox"/> Applicant demonstrates stakeholder or community support. <input type="checkbox"/> Project Budget is complete and clearly described; project costs are reasonable. <input type="checkbox"/> Applicant demonstrates ability to complete project by demonstrating the organization's financial viability and including documentation of past performance. 	<p>Up to 30 points</p>
<p>Potential for Project Continuity/Ongoing Benefits</p> <ul style="list-style-type: none"> <input type="checkbox"/> Project is likely to continue or support other projects that reduce impacts of materials. <input type="checkbox"/> Future plans, if applicable, are guided by program evaluation and include a funding mechanism. 	<p>Up to 20 points</p>

Is your application complete?

Ensure that you have a complete application package, including:

Government/Schools Checklist	Nonprofit Checklist
<input type="checkbox"/> Obtained Dun & Bradstreet D-U-N-S® Number	<input type="checkbox"/> Obtained Dun & Bradstreet D-U-N-S® Number
<input type="checkbox"/> All applicable questions answered	<input type="checkbox"/> All applicable questions answered
<input type="checkbox"/> Bids, specification sheets, or required real estate listing information for any capital expenditures of \$5,000 or more	<input type="checkbox"/> Bids, specification sheets, or required real estate listing information for any capital expenditures of \$5,000 or more
<input type="checkbox"/> Budget, including matching funds and source (matching fund are not required, but good to have)	<input type="checkbox"/> Budget, including matching funds and source (matching fund are not required, but good to have)
<input type="checkbox"/> If applicable, documentation of matching funds (see acceptable documents to ensure compliance)	<input type="checkbox"/> If applicable, documentation of matching funds (see acceptable documents to ensure compliance)
<input type="checkbox"/> Project work plan and schedule	<input type="checkbox"/> Project work plan and schedule
<input type="checkbox"/> Government Supplemental Questions Answered (Not applicable to academic institutions)	<input type="checkbox"/> Nonprofit Supplemental Questions answered
<input type="checkbox"/> If applicable, letter of commitment from project participants, including any resource contributions	<input type="checkbox"/> If applicable, letter of commitment from project participants, including any resource contributions
<input type="checkbox"/> If applicable, letters of support from community and stakeholders	<input type="checkbox"/> If applicable, letters of support from community and stakeholders
<input type="checkbox"/> Letter from local government documenting project will be used to exceed ORS 459A requirements, if applying for exceedance points (4 th Focus Area)	<input type="checkbox"/> Letters of local government support, if applicable and available
<input type="checkbox"/> If applicable, documentation of your organization's indirect cost rate	<input type="checkbox"/> Letter from local government documenting project will be used to exceed ORS 459A requirements, if applying for exceedance points (4 th Focus Area)
<input type="checkbox"/> Required signatures scanned and attached to electronic document	<input type="checkbox"/> List of reference contacts, if applicable
	<input type="checkbox"/> Required annual income statements and IRS Form 990 (three most recent for both documents)
	<input type="checkbox"/> If applicable, documentation of your organization's indirect cost rate
	<input type="checkbox"/> Required signatures scanned and attached to electronic document

Ready to submit?

Attach the completed Application form and all required documents to an email, and send to:

mmgrants2018@deq.state.or.us

If you are having problems submitting electronically, please contact the staff listed on page 8 of the Project Grant instructions **before 5 p.m. on September 28, 2018**. Applications must be received by 11:59 p.m. (PDT), **Sept. 28, 2018**.

Applicants are encouraged to participate to the conference call DEQ is hosting to answer any questions about the application document on **Monday July 30, 2018**. The conference-line number will be shared [here](#) shortly. You can find the recording of the call on the website as well.

Applicants are encouraged to submit their application before the due date and confirm receipt with DEQ staff listed in the grant application instructions.

The email subject line format should be “[organization name] project grant application.”

Emails have a 10MB limit. If your application exceeds 10MB, submit it in parts. Add to the subject line “Part 1 of (total number of parts),” “Part 2 of (total number of parts)” etc.

What happens if my project is selected for a grant?

If selected for a grant, an applicant accepting the grant will have the opportunity to enter into an agreement with DEQ, oversee the project, and provide DEQ with requested expenditure documents for reimbursement. A grant agreement will not be issued unless the applicant and DEQ agree to the amount of money granted, how it will be spent, and what work will be performed before the grant recipient is paid. Unless otherwise stated in the grant agreement, DEQ must approve all reports submitted by the grant recipient before final reimbursement of the grant amount is made.

If a grant recipient uses a subcontractor, the grantee is responsible for monitoring the subcontractor’s work and ensuring that it meets the grantee’s obligations under the grant agreement with DEQ. Only expenses incurred after the grant agreement is signed and incurred during the term of the agreement are eligible for grant funds, unless expressly agreed on in the grant agreement. The SAMPLE terms of the grant agreement can be found at the [Materials Management Grants Program page](#). **It can take one-six months from the time a grant is awarded to the time a grant agreement is signed.**