

CITY OF WOODBURN, OREGON

Request for Proposals

Street Sweeping Operations

DATE & TIME DUE: MARCH 7, 2013 AT 2:00PM

SUBMIT PROPOSAL TO CITY OF WOODBURN:

***City of Woodburn
Public Works Department
190 Garfield Street
Woodburn, OR 97071
503-982-5240***



**CITY OF WOODBURN
PUBLIC WORKS DEPARTMENT
Street Sweeping Operations
Proposals due 2:00 pm, March 7, 2013
REQUEST FOR PROPOSALS**

The City of Woodburn is requesting proposals, from qualified firms, for providing street sweeping services under a multi-year contract. The City has approximately 120 curb miles of roads and streets swept on a regular monthly schedule. The street sweeping services will be performed within the Urban Growth Boundary of the City.

A successful firm will be selected based upon the following criteria: 1) Qualifications to perform the scope of services; 2) Prior work experience performing the scope of services; 3) Demonstrated understanding of the scope of services required; 4) References from other communities receiving services; 5) Fee schedule for providing scope of services; and 6) Overall best value to the City.

The City of Woodburn invites firms to submit five (5) copies of the proposal outlining their experience and qualifications in performing work as described in the Scope of Services. The City will receive sealed proposals until **2:00 PM** on **March 7, 2013**. These should be delivered to the City of Woodburn, Public Works Department, 190 Garfield Street, Woodburn, Oregon 97071. The City will make the Solicitation Document available for viewing at the above address.

The City **will not accept** facsimile proposals. The City **will not accept** any proposals after the stated opening date and time. The City will return all late proposals unopened to the submitting firm. Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Woodburn Public Contracting Rules

The City of Woodburn reserves the right to reject any or all proposals not in compliance with public bidding procedures; to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening; to waive informalities in the proposals; and to select the proposal that is in the best interest of the City.

A complete copy of the Request for Proposal, invitation to propose, terms and conditions and a detailed description of services required are available by contacting: Woodburn Public Works Department, ATTN: Duane Barrick, C. E. Tech III, 190 Garfield Street, Woodburn, OR 97071, ph. 503-980-2408, Duane.Barrick@ci.woodburn.or.us

Questions pertaining to this RFP should be directed to Dan Brown, Public Works Director at 503-982-5249 or dan.brown@ci.woodburn.or.us

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Attachments

- Attachment “A” Personal Services Contract Example
- Attachment “B” Submitting Firm Residency Statement
- Attachment “C” Certificate of Non-Discrimination

Exhibits

- Exhibit “A” Street Sweeping Scope of Services
- Exhibit “B” City of Woodburn Sweeping Schedule
- Exhibit “C” City of Woodburn Noise Ordinance
- Exhibit “D” Map of Sweeper Routes

PART 1

OVERVIEW

This project provides professional services to perform street sweeping services for the City of Woodburn's Public Works Department. The scope of services will include the following:

1. Provide all labor, equipment, materials, supervision, and quality control to perform street sweeping services
2. Provide all labor, equipment, materials, supervision, and quality control to collect, handle, and properly dispose of street debris collected in the performance of the street sweeping services
3. Perform all work in accordance with applicable federal, state, and local laws, statutes, and ordinances

General Information

The City of Woodburn provides street sweeping services to a community of approximately 25,000 people, primarily within the urban growth boundary. The City has approximately 120 curb miles of roads and streets swept on a regular monthly schedule.

The street sweeping services will be performed within the Urban Growth Boundary of the City of Woodburn. The funding of this street sweeping services comes from the City's street maintenance program.

Woodburn Street Sweeping Program

The City's street sweeping program consists of providing monthly sweeping of all paved City streets, plus a semi-monthly sweeping of the downtown core area. The City Street Sweeping program has divided the community into 7 sections and sweeping of each section is performed on a regular monthly schedule. The City schedule intent is to avoid conflicts with garbage collection schedule. The City will consider alternative sweeping schedules in proposals received.

PART 2

TIMELINE

- 2/15/2013 Publication of Solicitation for Proposals
- 3/7/2013 Deadline for Submission of Proposals
- 3/8/2013 Opening of Proposals at Woodburn Public Works Department,
190 Garfield Street, Woodburn, Oregon
- 4/18/2013 Notice of Selection
- 5/13/2013 Contract Award by City Council
- 7/1/2013 Commencement of Services
- 7/1/2016 Expiration of Contract

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION. ALL INTERESTED PARTIES WILL RECEIVE PROPER NOTIFICATION OF CHANGES.

PART 3

SCOPE OF WORK

The street sweeping services will be provided for the City of Woodburn per the terms and conditions of the attached draft contract.

The successful firm shall provide a range of professional services including, but not limited to, street sweeping service management, scheduling, reporting, and documentation of services provided. The firm will demonstrate expertise and experience in: 1) street sweeping services; 2) quality control and performance monitoring of services provided, specific to municipal street sweeping; and 3) coordination with Public Works staff.

The City desires to have a street sweeping contract in place by July 1, 2013. The successful firm will be fully operational at the contract start date. The proposal for providing scope of services for street sweeping shall outline internal controls that will be used by the successful firm to ensure work is performed in an efficient, cost effective, reliable, and sustained manner that will satisfy the City's current and future storm and surface water management regulatory requirements.

Outline of Tasks

Task 1: Contract Management and Coordination

Contractor shall work with City to set up a street sweeping schedule and quality control measures to be utilized by the Contractor to ensure compliance with Contract requirements. The Contractor shall provide a designated contract manager that will provide response to performance, billing, or contract modification issues identified by the City.

The Contractor shall update the sweeping schedule as appropriate throughout the duration of the Contract. Monthly progress reports and invoicing for service provided shall be prepared in a format approved by the City. Firm responsibilities include:

- Contract management
- Sub-consultant management
- Schedule, coordinate, and supervise contract work.
- Maintain liaison and coordination with City.
- Prepare records of services provided
- Monitor contract conformance.

Task 2: Street Sweeping Operations

A. Street Sweeping Services

(1) Designation of Streets to be Swept. Those City streets subject to scheduled, non-emergency additional and emergency additional sweeps identified in the City sweeping schedule. It is estimated that 120 curb miles are required to be swept monthly as of February 1, 2013.

(2) New Streets to be Swept. The City may add additional streets during the term of this agreement for street sweeping services under this agreement. When new streets are required to be swept under this agreement, the City shall first provide a map showing the location of the new streets to be swept and the total lineal feet to be swept.

(3) Scheduled Street Sweeps. Each street designated in the City sweeping schedule shall be swept monthly. The Firm shall maintain a continuous weekly schedule until all streets are swept each month. The schedule may be revised by written request from the Manager or designee. The Firm shall provide the City with a schedule of street sweeps covering each street designated under this agreement for street sweeping prior to the execution of this agreement. The City shall approve the schedule before performance of this agreement begins.

(3a) Seasonal Sweeping Coordination. A pre-fall sweep (prior to leaf season) and a spring sweep in addition to regular sweeping shall be coordinated with the Maintenance Superintendent.

(4) Non-Emergency Additional Sweeps. The Firm shall provide sweeps in addition to those scheduled under paragraph (3a), above, if requested by the City within a reasonable time period. The City shall compensate the Firm for sweeps performed under this paragraph at the hourly rate specified in paragraph 5 of this agreement.

(5) Emergency Additional Sweeps. If an adverse weather condition requires an immediate emergency additional street sweep, the City shall immediately notify the Firm that an emergency street sweep is necessary and the Firm shall perform the sweep within eight (8) hours of notification. The City shall compensate the Firm for sweeps performed under this paragraph at the hourly rate specified time. If the Firm does not or cannot perform emergency sweeps, the City may provide or contract for such emergency street sweep. In this event, the Firm shall be responsible for the cost to the City of the emergency sweep and shall reimburse the City for all additional costs incurred therein within three (3) days of the posting date of an itemized invoice sent by the City to the Firm.

(6) Performance of Street Sweeps.
a. The Firm shall not be required to sweep those portions of street blocked by parked vehicles.
b. All street sweeps shall be performed so as to comply with the provisions of City Ordinance 2312 (Sound Levels and Noise) and all subsequent amendments.

c. The Firm shall designate a representative to be available to direct all of Firm's operations under this agreement. The representative shall report any problems to the City and shall provide daily progress reports to the City during all street sweeps. The representative shall immediately notify the City of the location of any debris unable to be removed by the Firm. In this event, the Woodburn Public Works will dispose of the debris at City cost. The representative of the Firm under this paragraph is hereby designated as _____. The Firm shall immediately notify the City in writing of any change in the representative.

d. The Firm shall perform all street sweeping services under this agreement in a timely and workmanship-like manner and shall follow the schedule agreed to with the City. Sweepers shall be driven less than 8 mph to assure all debris is picked up.

e. In the event the City determines that a street section has been improperly swept, the City shall request by telephone, to be followed in writing to the representative designated under paragraph 6.c., above, that the area be re-swept. The Firm shall perform the re-sweep within two (2) days of the request by the City, at no additional compensation. In the event the re-sweep is not performed or is improperly performed as determined by the City, the City, at its option, may perform the re-sweep and charge the Firm for the cost of this service or deduct from its compensation to the Firm an amount based upon the hourly rate specified in paragraph 5 of this agreement based upon estimated amount of time required for the sweep.

f. The Firm will be responsible for removing sticks, rocks, or other debris left in the street behind the sweeper. The sweeper shall avoid tracking mud during operation. A correction of these items shall be done at no cost to the City.

g. A high efficiency vacuum and/ or a regenerative air sweeper shall be used on all street sweepers performing under this agreement as the primary sweeper unit. High efficiency sweepers shall be certified, filter air particulates down to a diameter of 3 microns, and be capable of removing at least 80% of accumulated street dirt with a diameter of less than 250 microns.

h. The Firm must provide a truck or drop boxes with a minimum capacity of 10 c.y. The locations of drop boxes will be approved by the City.

B. Street Sweeping Equipment

(1) Firm to Provide Necessary Equipment. The Firm shall provide all necessary equipment, fuel, spare parts, and maintenance as required for the performance of this agreement. A sufficient supply of spare brooms and other parts shall be kept on hand by the Firm in order to provide timely and continuous performance of this agreement.

(2) Designation of Street Sweeping Equipment. The Firm shall designate the street sweepers intended for use in the performance of this agreement. Such street sweepers shall be designed as either primary street sweepers or secondary street sweepers and shall be identified by serial numbers or other identification.

Primary street sweepers shall not be more than 3 years old at the time of execution of this agreement and secondary street sweepers shall not be more than 6 years old at the time of the execution of this agreement. High efficiency and/or regenerative air sweepers are required as the primary sweeper for conformance with the City storm water management program and mechanical sweepers as secondary for occasional rock spills, road sand, leaves, and heavy debris. Generative air sweepers shall have no less than 24,000 lb. gross vehicle weight.

(3) Specifications for Street Sweeping Equipment.

a. Street sweeping equipment shall be capable of dumping directly into trucks or drop boxes provided by the Firm at locations designated by the City. The Firms shall utilize these locations to minimize sweeper travel time.

b. Wet vacuum type street sweepers shall be equipped with an efficient water spray system capable of controlling dust and the spray system shall be maintained in good operating condition. Dust clouds will not be acceptable. The Firm shall use a Chapman Valve (auxiliary hydrant valve) when filling water tanks from hydrants.

c. Street sweeping equipment operated on public streets shall be properly registered and licensed in accordance with applicable statutes and rules of the State of Oregon.

d. Street sweeping equipment shall be kept in proper working order at all times and the cost of maintenance repairs shall not be charged to the City. If a sweeper becomes inoperable, the secondary sweeper must be available.

e. Street sweepers shall have a minimum useable capacity of three (3) cubic yards.

f. Street sweepers shall be self-propelled, equipped with dual gutter brooms and be capable of sweeping a nine (9) foot path.

g. High efficiency vacuum and or a regenerative air sweeper shall be used on all street sweepers performing under this agreement as the primary sweeper unit. High efficiency sweepers shall be certified, filter air particulates down to a diameter of 3 microns, and be capable of removing at least 80% of accumulated street dirt with a diameter of less than 250 microns.

h. The Firm must provide a truck or drop boxes with a minimum capacity of 10 c.y. The locations of the drop boxes must be approved by the City. The truck or dump box must be emptied in a timely manner so as not to interfere with sweeper production. Debris shall not be dumped on the ground. Drop boxes shall be removed within two (2) working days from zone completion.

i. Firm will be required to have a backup means of handling materials (City Disposal Site). Firm shall dispose of debris by methods approved by DEQ and the City.

(4) Firm Responsible for Damages. All damages sustained to street sweeping equipment due to the performance of this agreement shall be the sole responsibility of the Firm.

(5) Equipment Breakdown. At no time shall the Firm be unable to perform scheduled sweeps due to the lack of parts. The secondary machine must be available. If equipment failure or breakdown occurs and such failure or breakdown prevents the Firm from performing scheduled, non-emergency or emergency sweeps over a forty-eight hour period, the City may authorize the performance of such street sweeps as necessary. The Firm shall reimburse the City for the cost thereof within three (3) days of the post date of an itemized invoice sent by the City to the Firm.

PART 4

PROPOSAL CONTENT

Proposals must contain and include all information and documentation listed below:

- A.** Provide five (5) copies of the proposal to the City. The proposal shall not be more than twenty (20) pages single sided printing, or ten (10) pages double sided printing in length, exclusive of the following:
 - A short cover letter
 - Executive Summary
 - Firm background information
 - Resumes of team members and personnel references
 - Timeline spread sheet
 - Fee estimate spread sheet
- B.** List firm size and years in business
- C.** Status as a “Resident” or “Non-Resident” bidder under ORS 279A.120 (Required form included as “Attachment B.”)
- D.** Documentation of independent contractor status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).
- E.** Completed Non-Discrimination Form: The successful submitting vendor agrees that, in performing the work called for by this proposal, and in securing and supplying materials, contractor will not discriminate against any person based on race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap. The submitting vendors must certify on the appropriate form that they have not and will not discriminate against a subcontractor or the awarding of a subcontract because the subcontractor is a minority, women, or SBE certified under ORS 200.055. (Required form included as “Attachment C.”)
- F.** The submitting firm must include an Executive Summary of relevant background information and a statement indicating that the firm has the ability to complete the described project in a successful manner.
- G.** Provide a proposal section that describes the submitting firm’s understanding of the scope of services sought.
- H.** Submit an estimate of billable hours to provide scheduled sweepings.
- I.** Demonstrate that the firm and team have experience in providing street sweeping services.

- J.** List three references, preferably within the State of Oregon, which can attest to the quality and variety of services provided by your firm. Include a contact name and telephone number with each reference.
- K.** Describe your firm's pending work schedule and impacts of availability on your firm's ability to work on the project following the notice of award.
- L.** If any sub-consultants are proposed, provide a list of tasks, the names, responsibilities, and qualifications of those subconsultants.
- M.** Present an "Hourly Rate" fee proposal and total hours estimated to provide the street sweeping services as defined by the City's current sweeping schedule.

PART 5

EVALUATION OF PROPOSALS

The City will make a competitive based selection, with all scores based on the evaluation criteria listed below. If the City conducts interviews, then the City will use a combination of interview scores and evaluation criteria scores to make a selection. The City will establish a committee (the “Evaluation Committee”) of at least three individuals to review, score, and rank proposals according to the criteria set forth below.

Evaluation Criteria

- A. *Qualifications of the Firm:*** The Evaluation Committee will score the proposing firm’s qualifications relating specifically to their ability to complete satisfactorily the scope of services outlined in the Scope of Work. (Maximum Score is 20 Points)

- B. *Firm Qualifications and Demonstrated Accomplishments:*** The Evaluation Committee will score the demonstrated accomplishments of the proposing firm in the areas identified by the Scope of Work. (Maximum Score is 15 Points)

- C. *Demonstrated Project Understanding:*** The Evaluation Committee will score the proposing firm’s demonstrated understanding of the scope of services sought. (Maximum Score is 15 Points)

- D. *Organization and Staffing of Proposing Firm:*** The proposing firm must demonstrate the availability of adequate staff to perform the street sweeping tasks within the allotted time schedule. The firm must provide a clear description of supervision and quality control measures implemented in the execution of a service contract. Experience of management staff and operators will be the distinguishing criteria assessed. (Maximum Score is 15 Points)

- E. *Evaluation of Fee Schedule:*** The Evaluation Committee will score the proposing firm’s fee schedule based on the reasonableness of the fees in relation to existing City sweeping schedule. Additionally, scoring shall also take into consideration of any fee structure or scheduling changes proposed to the current City schedule that may contribute to the “best value” for the City. (Maximum Score is 35 Points)

The Evaluation Committee will rank each firm based on the sum of points awarded. The evaluation committee will base points awarded solely on the Evaluation Criteria. A maximum total score of 100 points is possible. The Evaluation Committee will establish a short list of no more than three firms following the proposal evaluation and ranking process to enter into negotiations with the street sweeping contract.

PART 6

SELECTION PROCESS

The City shall use the following selection process:

- A.** Following the ranking of submitted proposal information, the Director of Public Works or his designee will join at least two members of the Evaluation Committee and become the “Selection Committee.”
- B.** The Selection Committee, at its sole discretion, may choose to interview short-listed firms prior to making their final recommendation.
- C.** The Selection Committee shall engage in negotiations whose objective shall be obtaining written agreement on:
 - Firm’s performance obligations and performance schedule
 - Compensation to the Firm for services outlined in the Scope of Work
 - The City will make its own determination concerning the fairness and reasonability of the fee proposed by the Firm.
- D.** If negotiations with the highest-ranking proposer fail to proceed to agreement on Contract terms, the Selection Committee will formally terminate negotiations with that candidate, and begin negotiations with another candidate.
- E.** The Selection Committee will submit its final recommendation to the City Council for formal approval.
- F.** The City will give The Notice of Intent to Award.
- G.** The City Council will award the contract.
- H.** The City and the Firm will enter into an agreement for the work.

PART 7

SUBMITTAL REQUIREMENTS

The City must receive proposals no later than **2:00 p.m. on March 7, 2013**. The City **will return** proposals received after this deadline, unopened, to the proposer. The City **will not** accept faxed or emailed proposals.

- A. Proposal:** The proposer will deliver an unbound original and five complete copies of the Proposal to the address shown below.

- B. Cover Letter:** A Cover Letter shall accompany the proposal and it shall state that the proposer accepts all terms and conditions contained in the Request for Proposals and the sample Professional Services Contract (attached). A legal representative of the proposer, authorized to bind the firm in contractual matters, must sign the cover letter.

- C. Submit one electronic copy on disk, PDF format**

Direct all correspondence pertaining to this RFP to:

City of Woodburn
Public Works Department
Dan Brown, Director
190 Garfield Street
Woodburn, OR 97071

Phone: 503-982-5249
FAX: 505-982-5242
E-mail: dan.brown@ci.woodburn.or.us

PART 8

OTHER REQUIREMENTS

A. Proposal Acceptance:

- Proposal shall be legally binding as an offer for a period of 60 days after the closing date. If the City has not accepted a submitting firm's proposal within sixty-(60) days from the RFP closing date, then the firm may withdraw its proposal. The contents of the Proposal will become a contractual obligation upon acceptance by the City.

B. Public Records:

- All Proposals shall become the property of the City and are public records unless otherwise specified. A bid that contains any information considered a trade secret under ORS 192.501(2) shall be segregated and clearly identified as such. This information shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.

C. Clarification of Proposals

- The City reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the firm's proposal.

D. Form of Agreement

- A copy of the standard Personal Service Agreement, which the City expects the successful firm or individual to execute, is included as "Attachment A." The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal.

E. Proposal Rejection

- The City reserves the right:
 - To reject any or all proposals not in compliance with all public procedures and requirements;
 - To reject any proposal not meeting the specifications set forth herein;
 - To waive any or all irregularities in proposals submitted;
 - To reject all proposals;
 - To award any or all parts of any proposal; and
 - To request references and other data to determine responsiveness

F. Protest Process

- Protests to this RFP must be in writing and must be submitted in the form and manner prescribed by the Oregon Attorney General's Public Contracting Rules and the City of Woodburn Public Contracting Rules.

ATTACHMENT "A" TO
Street Sweeping Services

**PERSONAL SERVICES AGREEMENT
STREET SWEEPING SERVICES
(SAMPLE)**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Woodburn, an Oregon municipal corporation (hereinafter referred to as "CITY"), and _____, a _____ (hereinafter referred to as "CONTRACTOR").

WHEREAS, CITY needs certain professional personal services; and

WHEREAS, CITY wants to engage CONTRACTOR to provide these services by reason of its qualifications and experience; and

WHEREAS, CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein,

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 – SCOPE OF SERVICES

The Scope of Work to be performed by CONTRACTOR under this Agreement is described in Exhibit A, which is attached to this Agreement. Additionally, CONTRACTOR's proposal in response to CITY's RFP is incorporated by reference as part of this Agreement as if fully set forth.

SECTION 2 – DUTIES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.
- B. CONTRACTOR represents that it is qualified to furnish the services described in this Agreement.
- C. CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform its services.
- D. It is understood that _____ will be designated by CONTRACTOR as the person providing services to CITY under this Agreement and that this designated person shall not be replaced without CITY's approval.

ATTACHMENT "A" TO
Street Sweeping Services

SECTION 3 – DUTIES OF CITY

- A. CITY shall provide CONTRACTOR the pertinent information regarding CITY's requirements for the Project.
- B. CITY shall examine documents submitted by CONTRACTOR and shall render decisions promptly, to avoid unreasonable delay in the progress of CONTRACTOR'S work.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.
- D. The contact person on the Project for CITY is designated as Dan Brown, Public Works Director. CITY shall provide written notice to CONTRACTOR if CITY changes its contact person.

SECTION 4 – TERM

The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties and be completed on or before July, 1, 2013 and shall terminate July 1, 2016. Upon agreement of both parties, this Agreement may be extended annually for up to two years.

SECTION 5 – PAYMENT

Payment shall be made by CITY to CONTRACTOR only for services rendered and upon submission of a payment request and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR on the basis of the unit price of \$_____ per hour for performance of scheduled, seasonal, and non-emergency services. The CITY agrees to pay the CONTRACTOR on the basis of the unit price of \$_____ per hour for the emergency services. The CITY agrees to pay the CONTRACTOR on the basis of the unit price of \$_____ per cubic yard of street debris removed. The CITY shall make payments to the CONTRACTOR on a monthly basis upon receipt of a monthly invoice, submitted on the last day of each month. Payment shall be based upon the unit prices specified above and shall reflect any additions or deductions pursuant this agreement. Payment by the CITY shall release the CITY from any further obligation of payment for the period to the CONTRACTOR. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein by the CITY. Funds necessary for compensation under this Agreement are subject to action of the Woodburn City Council to appropriate necessary funds in succeeding fiscal years. Upon request, compensation may be allowed for escalation in the rate of contract costs on a unit basis, at the beginning of (July 1) of the second and third (and optional extension years) of the Agreement, based upon the change in the Portland Consumer Price Index (CPI), as determined by the Public Works Director.

ATTACHMENT "A" TO
Street Sweeping Services

SECTION 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Street Sweeping Services for any reason upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 – OWNERSHIP OF DOCUMENTS

All documents prepared by CONTRACTOR in the performance of this Agreement, although instruments of personal service, are and shall be the property of CITY.

SECTION 8 – CONFIDENTIALITY

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement shall be considered as confidential by CONTRACTOR until they are released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

SECTION 9 – INTEREST OF CONTRACTOR

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 – CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the personal services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor, under control of CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

Section 11 – INDEMNITY

CONTRACTOR agrees to hold harmless and indemnify CITY, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from the negligent, or claimed negligent, performance of this Agreement by CONTRACTOR, its officers or employees. CONTRACTOR agrees to defend CITY, its officers or employees against any such claims. This provision does not apply to claims,

ATTACHMENT "A" TO
Street Sweeping Services

loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of CITY.

SECTION 12 – INSURANCE

CONTRACTOR shall provide and maintain:

- A. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence.
- B. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. Workers Compensation in at least the minimum statutory limits.
- D. All insurance shall:
 - 1. Include CITY as an additional insured with respect to this Agreement and the performance of services in this Agreement.
 - 2. Be primary with respect to any other insurance or self-insurance programs of CITY.
 - 3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to CITY.
 - 4. No changes in insurance may be made without the written approval of CITY.

SECTION 13 – NONASSIGNABILITY

Both parties recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

SECTION 14 – RELIANCE UPON PROFESSIONAL SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to perform the work. The acceptance of CONTRACTOR'S work by CITY does not operate as a release of CONTRACTOR from said obligation.

ATTACHMENT "A" TO
Street Sweeping Services

SECTION 15 – WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement of any applicable law or ordinance.

SECTION 16 – STATE PUBLIC CONTRACT PROVISIONS

All requirements of ORS Chapters 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

- A. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the Contractor or its surety from its obligation with respect to any unpaid claims.
- B. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements.
- C. Contractor shall, upon demand, furnish to the City, written proof of workers' compensation insurance coverage. Contractor is required to submit written notice to the City thirty (30) days prior to cancellation of said coverage.
- D. Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
- E. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.
- F. Contractor agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. Contractor agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract.

ATTACHMENT "A" TO
Street Sweeping Services

- G. Contractor shall:
- G.1 Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents;
 - G.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;
 - G.3 Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished; and
 - G.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- H. The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.
- I. The CONTRACTOR shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).
- J. An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- K. Contractor will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

SECTION 17 – ATTORNEY FEES

In the event a suit or action is instituted to enforce any right guaranteed pursuant to this Agreement, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, reasonable attorney fees to be fixed by the trial and appellate courts respectively.

ATTACHMENT "A" TO
Street Sweeping Services

SECTION 18 – NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

TO CITY:

TO CONTRACTOR:

City of Woodburn
Public Works Department
Dan Brown, Director
190 Garfield Street
Woodburn, OR 97071

SECTION 19 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated Agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR

SECTION 20 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement the day and year written.

CITY OF WOODBURN:

CONTRACTOR:

By: _____
City Administrator

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT "B" TO
PERSONAL SERVICES

BIDDER/PROPOSER RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon's Reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, "Resident Bidder/proposer" means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a "Resident Bidder/proposer". A "Non-resident Bidder/proposer" is a bidder/proposer who does not meet the definition of a "Resident Bidder/proposer" as stated above.

1. Bidder/Proposer IS IS NOT a "Resident Bidder/proposer" as set forth above.

2. If a Resident Bidder/Proposer, enter your Oregon Business address below:

3. If a Non-resident Bidder/Proposer, enter state of residency:

Bidder/Proposer hereby certifies that the information provided is true and accurate.

Signature: _____

Date: _____

Printed or Typed Name: _____

Title: _____

Firm: _____

Telephone: _____

ATTACHMENT "C"

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer, the bidder/proposer hereby certifies to the City of Woodburn that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____

EXHIBIT "A"
STREET SWEEPING SCOPE OF SERVICES

Street Sweeping Operations

A. Street Sweeping Services

(1) Designation of Streets to be Swept. Those City streets subject to scheduled, non-emergency additional and emergency additional sweeps identified in the City sweeping schedule. It is estimated that 120 curb miles are required to be swept monthly as of February 1, 2013.

(2) New Streets to be Swept. The City may add additional streets during the term of this agreement for street sweeping services under this agreement. When new streets are required to be swept under this agreement, the City shall first provide a map showing the location of the new streets to be swept and the total lineal feet to be swept.

(3) Scheduled Street Sweeps. Each street designated in the City sweeping schedule shall be swept monthly. The CONTRACTOR shall maintain a continuous weekly schedule until all streets are swept each month. The schedule may be revised by written request from the Manager or designee. The CONTRACTOR shall provide the City with a schedule of street sweeps covering each street designated under this agreement for street sweeping prior to the execution of this agreement. The City shall approve the schedule before performance of this agreement begins.

(3a) Seasonal Sweeping Coordination. A pre-fall sweep (prior to leaf season) and a spring sweep in addition to regular sweeping shall be coordinated with the Maintenance Superintendent.

(4) Non-Emergency Additional Sweeps. The CONTRACTOR shall provide sweeps in addition to those scheduled under paragraph (3a), above, if requested by the City within a reasonable time period. The City shall compensate the CONTRACTOR for sweeps performed under this paragraph at the hourly rate specified in paragraph 5 of this agreement.

(5) Emergency Additional Sweeps. If an adverse weather condition requires an immediate emergency additional street sweep, the City shall immediately notify the CONTRACTOR that an emergency street sweep is necessary and the CONTRACTOR shall perform the sweep within eight (8) hours of notification. The City shall compensate the CONTRACTOR for sweeps performed under this paragraph at the hourly rate specified time. If the Firm does not or cannot perform emergency sweeps, the City may provide or contract for such emergency street sweep. In this event, the CONTRACTOR shall be responsible for the cost to the City of the emergency

sweep and shall reimburse the City for all additional costs incurred therein within three (3) days of the posting date of an itemized invoice sent by the City to the CONTRACTOR.

(6) Performance of Street Sweeps.

a. The CONTRACTOR will not be required to sweep those portions of street blocked by parked vehicles.

b. All street sweeps shall be performed so as to comply with the provisions of City Ordinance 2312 (Sound Levels and Noise) and all subsequent amendments.

c. The CONTRACTOR shall designate a representative to be available to direct all of CONTRACTOR's operations under this agreement. The representative shall report any problems to the City and shall provide daily progress reports to the City during all street sweeps. The representative shall immediately notify the City of the location of any debris unable to be removed by the CONTRACTOR. In this event, the Woodburn Public Works will dispose of the debris at City cost. The representative of the CONTRACTOR under this paragraph is hereby designated as _____ . The CONTRACTOR shall immediately notify the City in writing of any change in the representative.

d. The CONTRACTOR shall perform all street sweeping services under this agreement in a timely and workmanship-like manner and shall follow the schedule agreed to with the City. Sweepers shall be driven less than 8 mph to assure all debris is picked up.

e. In the event the City determines that a street section has been improperly swept, the City shall request by telephone, to be followed in writing to the representative designated under paragraph 6.c., above, that the area be re-swept. The CONTRACTOR shall perform the re-sweep within two (2) days of the request by the City, at no additional compensation. In the event the re-sweep is not performed or is improperly performed as determined by the City, the City, at its option, may perform the re-sweep and charge the CONTRACTOR for the cost of this service or deduct from its compensation to the CONTRACTOR an amount based upon the hourly rate specified in paragraph 5. (B) of this agreement based upon estimated amount of time required for the sweep.

f. The CONTRACTOR will be responsible for removing sticks, rocks, or other debris left in the street behind the sweeper. The sweeper shall avoid tracking mud during operation. A correction of these items shall be done at no cost to the City.

g. A high efficiency vacuum and/ or a regenerative air sweeper shall be used on all street sweepers performing under this agreement as the primary sweeper unit. High efficiency sweepers shall be certified, filter air particulates down to a

diameter of 3 microns, and be capable of removing at least 80% of accumulated street dirt with a diameter of less than 250 microns.

h. The CONTRACTOR must provide a truck or drop boxes with a minimum capacity of 10 c.y. The City shall approve the locations of drop boxes shall be approved by the City.

B. Street Sweeping Equipment

(1) CONTRACTOR to Provide Necessary Equipment. The CONTRACTOR shall provide all necessary equipment, fuel, spare parts, and maintenance as required for the performance of this agreement. A sufficient supply of spare brooms and other parts shall be kept on hand by the CONTRACTOR in order to provide timely and continuous performance of this agreement.

(2) Designation of Street Sweeping Equipment. The CONTRACTOR shall designate the street sweepers intended for use in the performance of this agreement. Such street sweepers shall be designed as either primary street sweepers or secondary street sweepers and shall be identified by serial numbers or other identification. Primary street sweepers shall not be more than 3 years old at the time of execution of this agreement and secondary street sweepers shall not be more than 6 years old at the time of the execution of this agreement. High efficiency and/or regenerative air sweepers are required as the primary sweeper for conformance with the City storm water management program and mechanical sweepers as secondary for occasional rock spills, road sand, leaves, and heavy debris. Generative air sweepers shall have no less than 24,000 lb. gross vehicle weight.

(3) Specifications for Street Sweeping Equipment.

a. Street sweeping equipment shall be capable of dumping directly into trucks or drop boxes provided by the CONTRACTOR at locations designated by the City. The CONTRACTOR shall utilize these locations to minimize sweeper travel time.

b. Wet vacuum type street sweepers shall be equipped with an efficient water spray system capable of controlling dust and the spray system shall be maintained in good operating condition. Dust clouds shall not be acceptable. The CONTRACTOR shall use a Chapman Valve (auxiliary hydrant valve) when filling water tanks from hydrants.

c. Street sweeping equipment operated on public street shall be properly registered and licensed in accordance with applicable statutes and rules of the State of Oregon.

d. Street sweeping equipment shall be kept in proper working order at all times and the cost of maintenance repairs shall not be charged to the City. If a sweeper becomes inoperable, the secondary sweeper must be available.

e. Street sweepers shall have a minimum useable capacity of three (3) cubic yards.

f. Street sweepers shall be self-propelled, equipped with dual gutter brooms and be capable of sweeping a nine (9) foot path.

g. High efficiency vacuum and or a regenerative air sweeper shall be used on all street sweepers performing under this agreement as the primary sweeper unit. High efficiency sweepers shall be certified, filter air particulates down to a diameter of 3 microns, and be capable of removing at least 80% of accumulated street dirt with a diameter of less than 250 microns.

h. The CONTRACTOR must provide a truck or drop boxes with a minimum capacity of 10 c.y. The locations of the drop boxes must be approved by the City. The truck or dump box must be emptied in a timely manner so as not to interfere with sweeper production. Debris shall not be dumped on the ground. Drop boxes shall be removed within two (2) working days from zone completion.

i. CONTRACTOR shall be required to have a backup means of handling materials (City Disposal Site). CONTRACTOR shall be required to dispose of debris by methods approved by DEQ and the City.

(4) CONTRACTOR Responsible for Damages. All damages sustained to street sweeping equipment due to the performance of this agreement shall be the sole responsibility of the CONTRACTOR.

(5) Equipment Breakdown. At no time shall the CONTRACTOR be unable to perform scheduled sweeps due to the lack of parts. The secondary machine must be available. If equipment failure or breakdown occurs and such failure or breakdown prevents the CONTRACTOR from performing scheduled, non-emergency or emergency sweeps over a forty-eight hour period, the City may authorize the performance of such street sweeps as necessary. The CONTRACTOR shall reimburse the City for the cost thereof within three (3) days of the post date of an itemized invoice sent by the City to the CONTRACTOR.

EXHIBIT "B"
CITY OF WOODBURN SWEEPING SCHEDULE

HWY 214	STREET NAME	FROM	TO	CURBS	LF OF CURBS	LF OF ROAD
SECTION 1A						
S	AZTEC DRIVE	HWY. 99E	END	YES	2,094	1,047
S	BIRDSYE AVE	YOUNG STREET	DEAD END	YES	1,130	565
S	BLAINE STREET	GATCH STREET	HWY. 99E	YES	4,000	2,000
S	BRYAN STREET	BLAINE ST.	LINCOLN ST.	YES	1,400	700
S	BRYAN STREET	YOUNG STREET	JOHNSON STREET	YES	2,400	1,200
S	CANNERY ROAD	SILVERTON ROAD	RAILROAD CROSSING	YES	900	450
S	CAROL STREET	LINCOLN ST.	WILLIAMS AVENUE	YES	1,260	630
S	CENTENNIAL DRIVE	ORCHARD	END	YES	400	200
S	CHARLES STREET	CORBY ST.	END	YES	800	400
S	CORBY STREET	LINCOLN ST.	HARDCASTLE AVE.	YES	2,000	1,000
S	DOUD STREET	YOUNG ST.	LINCOLN ST.	YES	1,800	900
S	ELM STREET	JOHNSON ST.	END OF PAVEMENT	YES	1,000	500
S	FILBERT STREET	MARION ST.	JOHNSON ST.	YES	1,000	500
S	GATCH STREET	CLEVELAND ST.	YOUNG ST.	YES	1,040	520
S	GATCH STREET	LINCOLN ST.	HARDCASTLE AVE.	YES	2,200	1,100
S	GATCH STREET	YOUNG ST.	LINCOLN ST.	YES	2,800	1,400
S	GEORGE STREET	HWY. 99E	CHRISTIANSSEN ST.	YES	2,200	1,100
S	HARDCASTLE AVENUE	FRONT ST.	HWY. 99E	YES	8,000	4,000
S	HARDCASTLE AVENUE	HWY. 99E	COOLEY RD.	YES	3,400	1,700
S	HERITAGE AVENUE	HARDCASTLE RD., E.	CUL-DE-SAC	YES	800	400
S	JOHNSON STREET	GATCH ST.	ELM ST.	YES	2,000	1,000
S	JOYCE STREET	MARION ST.	JOHNSON ST.	YES	1,200	600
S	LANDAU DRIVE	TOMLIN ST.	END	YES	400	200
S	LAUREL AVENUE	HWY. 99E	END	YES	2,660	1,330
S	LINCOLN ROAD, E.	HWY. 99E	CITY LIMITS, EAST	YES	2,800	1,400
S	LINCOLN STREET, E.	GATCH ST.	HWY. 99E	YES	4,800	2,400
S	LINCOLN STREET, E.	FRONT ST.	GATCH ST.	YES	3,900	1,950
S	MARION STREET	FILBERT ST.	JOYCE ST.	YES	700	350
S	MARION STREET	JOYCE ST.	BRYAN ST.	YES	400	200
S	McKINLEY STREET	HWY. 99E	END	YES	3,200	1,600
S	ORCHARD LANE	HARDCASTLE RD., E.	END, S	YES	562	281
S	PARK AVENUE	LINCOLN ST.	HARDCASTLE AVE.	YES	1,700	850
S	PAULINE STREET	LAUREL AVE.	AZTEC	YES	640	320
S	SILVERTON ROAD	HWY. 99E	BIRDSEYE AVE	YES	560	280
	SILVERTON ROAD	BIRDSEYE AVE	HWY. 214	NO	0	374
S	TOMLIN AVENUE	HWY. 99E	LANDAU DR.	YES	2,500	1,250
S	TOMLIN AVENUE	LANDAU DR.	END	YES	800	400
S	WILLIAMS STREET	CAROL ST.	HWY. 99E	YES	850	425
S	YOUNG STREET	FRONT ST.	HWY. 99E	YES	7,600	3,800
					77,896	39,322

HWY 214	STREET NAME	FROM	TO	CURBS	LF OF CURBS	LF OF ROAD
SECTION 1B						
N	INDUSTRIAL AVENUE	PROGRESS WAY	HWY. 99E	YES	3,200	1,600
N	NATIONAL WAY	INDUSTRIAL AVE.	CUL-DE-SAC, S	YES	1,800	900
N	NATIONAL WAY	INDUSTRIAL AVE.	END, N	YES	1,600	800
N	PATRICK WAY	HWY 99 E	CUL-DE-SAC	YES	1,040	520
N	PROGRESS WAY	HWY. 214	END	YES	6,540	3,270
S	ALEXANDRA AVENUE	CITY SHOPS	HWY 99E	YES	2,100	1,050
S	ALEXANDRA COURT	ALEXANDRA AVENUE	END (CUL-DE-SAC)	YES	500	250
S	AMY COURT	TIERRA LYNN DRIVE	CUL-DE-SAC	YES	300	150
S	AUDREY WAY	COOLEY ROAD	END	YES	2,724	1,362
S	BARN STREET	AUDREY WAY	END	YES	440	220
S	COMMERCE WAY	HARDCASTLE AVE.	END	YES	2,100	1,050
S	COOLEY COURT	COOLEY ROAD	CUL-DE-SAC	YES	600	300
S	COOLEY ROAD	E. HARDCASTLE RD.	HWY. 211	NO	0	2,850
S	GREENVIEW COURT	GREENVIEW DR.	CUL-DE-SAC	YES	650	325
S	GREENVIEW DRIVE	HARDCASTLE RD.,E.	AUDREY WAY	YES	3,600	1,800
S	JAMES STREET	PARK AVE.	HWY. 99E	YES	3,100	1,550
S	JUNE COURT	AUDREY WAY	CUL-DE-SAC	YES	300	150
S	JUNE WAY	AUDREY WAY	HIGHWAY 211	YES	2,670	1,335
S	KEVIN COURT	TIERRA LYNN DR.	CUL-DE-SAC	YES	300	150
S	KOFFLER AVENUE	QUEEN CITY BLVD.	CUL-DE-SAC	YES	1,000	500
S	MAR CEL COURT	MAR CEL DR.	CUL-DE-SAC	YES	200	100
S	MAR CEL DRIVE	TIERRA LYNN DR.	END	YES	1,300	650
S	MT JEFFERSON AVENUE	HWY. 99E	END	YES	600	300
S	ORCHARD LANE	HARDCASTLE RD., E.	CUL-DE-SAC	YES	900	450
S	PARK AVENUE	HARDCASTLE AVE.	HWY. 214	YES	4,260	2,130
S	PARK CIRCLE	PARK AVE.	PARK AVE.	YES	1,300	650
S	PARKVIEW COURT	PARK AVE.	CUL-DE-SAC	YES	440	220
S	QUEEN CITY BOULEVARD	HARDCASTLE AVE.	CUL-DE-SAC	YES	1,040	520
S	TIERRA COURT	TIERRA LYNN DR.	CUL-DE-SAC	YES	250	125
S	TIERRA LYNN COURT	TIERRA LYNN DR.	CUL-DE-SAC	YES	200	100
S	TIERRA LYNN DRIVE	HARDCASTLE AVE.	HWY. 214	YES	4,500	2,250
S	VAN LIEU COURT	ALEXANDRA AVE.	CUL-DE-SAC	YES	550	275
					50,104	27,902

HWY 214	STREET NAME	FROM	TO	CURBS	LF OF CURBS	LF OF ROAD
SECTION 2A						
S	ARTHUR STREET	THIRD STREET	SETTLEMIER AVENUE	YES	1,000	500
S	CHURCH STREET	SETTLEMIER AVE.	FIFTH ST.	YES	1,800	900
S	CLEVELAND STREET, W.	SETTLEMIER AVE.	FIRST ST.	YES	1,600	800
S	FIFTH STREET	GARFIELD ST.	HARRISON ST.	YES	2,050	1,025
S	FIFTH STREET	HARRISON ST.	HWY. 214	YES	2,200	1,100
S	FIRST STREET	HARRISON ST.	END	YES	3,400	1,700
S	FOURTH STREET	GARFIELD ST.	STONEHEDGE APTS	YES	6,850	3,425
S	FRONT STREET, N.	HARDCASTLE AVE.	RAMP	YES	5,450	2,725
S	FRONT STREET, S.	OAK ST.	SETTLEMIER AVE.	YES	5,500	2,750
S	GARFIELD STREET	SECOND ST.	SETTLEMIER AVE.	YES	1,900	950
S	GRANT STREET	SECOND ST.	FIFTH ST.	YES	1,500	750
S	HARRISON STREET	FIRST ST.	SETTLEMIER AVE.	YES	3,500	1,750
S	HAYES STREET, W.	SECOND ST.	SETTLEMIER AVE.	YES	2,150	1,075
S	HIGH STREET	FIFTH ST.	CUL-DE-SAC	YES	1,900	950
S	LINCOLN STREET, W.	FIRST ST.	SETTLEMIER AVE.	YES	3,700	1,850
S	MONTGOMERY STREET	FIRST ST.	SETTLEMIER AVE.	YES	1,950	975
S	NO NAME STREET	FIRST ST.	SECOND ST.	YES	924	462
S	OAK STREET	SETTLEMIER AVE.	FRONT ST.	YES	2,060	1,030
S	SECOND STREET, N.	CLEVELAND ST.	GRANT ST.	YES	2,200	1,100
S	SECOND STREET, N.	LINCOLN ST.	END	YES	4,400	2,200
S	SETTLEMIER AVENUE	HWY. 214	LINCOLN ST.	YES	1,500	750
S	SETTLEMIER AVENUE	LINCOLN ST.	ARTHUR ST.	YES	2,300	1,150
S	SETTLEMIER AVENUE	ARTHUR ST.	SETTLEMIER PARK	YES	3,100	1,550
S	SETTLEMIER AVENUE	SETTLEMIER PARK	PARR RD.	YES	3,200	1,600
S	SETTLEMIER AVENUE	PARR RD.	RAILROAD	YES	400	200
S	SHENANDOAH LANE	N FRONT STREET	END	YES	1,480	740
S	SIXTH STREET	HARRISON ST.	END	YES	2,200	1,100
S	THIRD STREET	CLEVELAND ST.	HARRISON ST.	YES	3,400	1,700
S	THIRD STREET	HARRISON ST.	NORTH 500 FT.	YES	1,000	500
S	THIRD STREET	500 FT. NORTH - HARRISON	END	YES	2,400	1,200
S	TOUT STREET	FRONT ST S	SETTLEMIER AVE	YES	1,680	840
S	WOODCREST COURT	FRONT ST., S.	CUL-DE-SAC	YES	1,700	850
					80,394	40,197

HWY 214	STREET NAME	FROM	TO	CURBS	LF OF CURBS	LF OF ROAD
SECTION 2B						
S	A STREET	YOUNG ST.	BROADWAY ST.	YES	500	250
S	A STREET	ANDREA'S COURT	BRADLEY STREET	YES	760	380
S	AKSENIA STREET	LUBA STREET	PANA STREET	YES	1,042	521
S	AMITY COURT	MEADOWVALE LANE	END	YES	800	400
S	ANDREAS COURT	A STREET	CUL-DE-SAC END	YES	600	300
S	AUTUMN BLVD	DAHLIA ST	END	YES	920	460
S	B STREET	YOUNG ST.	CLEVELAND ST.	YES	760	380
S	BRADLEY STREET	OGLE STREET	BROWN STREET	YES	2,260	1,130
S	BRIDLEWOOD LANE	OGLE STREET	BROWN STREET	YES	2,258	1,129
S	BROADWAY STREET	C STREET	RAILROAD TRACKS	YES	1,720	860
S	BROADWAY STREET	D STREET	C STREET	YES	460	230
S	BROWN COURT	BROWN STREET	CUL-DE-SAC	YES	800	400
S	BROWN STREET	BRADLEY STREET	CITY LIMITS/UGB	YES	1,600	800
S	BROWN STREET	CLEVELAND STREET	BRADLEY STREET	YES	3,200	1,600
S	C STREET	YOUNG ST.	BROADWAY ST.	YES	500	250
S	CLEVELAND STREET, E.	FRONT ST.	BROWN ST.	YES	2,200	1,100
S	CLEVELAND STREET, E.	BROWN ST.	MARSHALL ST.	YES	900	450
S	CLEVELAND STREET, E.	MARSHALL ST.	HWY. 99E	YES	4,500	2,250
S	COMSTOCK AVENUE	BROWN STREET	COMSTOCK WAY	YES	1,438	719
S	COMSTOCK WAY	COMSTOCK AVENUE	END	YES	1,884	942
S	COUNTRY LANE	BRIDLEWOOD LANE	END	YES	1,072	536
S	D STREET	YOUNG ST.	BROADWAY ST.	YES	500	250
S	DAHLIA STREET	S BOONES FERRY RD	END	YES	4,120	2,060
S	DEER RUN	MEADOWVALE LANE	END	YES	600	300
S	JANA AVENUE	STARK ST.	WILSON ST.	YES	900	450
S	JANA COURT	STARK STREET	CUL-DE-SAC	YES	500	250
S	JUDY STREET	HAWLEY STREET	CUL-DE-SAC, E & W	YES	1,600	800
S	JULIE COURT	JUDY ST.	CUL-DE-SAC	YES	600	300
S	LUBA STREET	BRIDLEWOOD LANE	END	YES	730	365
S	MARSHALL STREET	CLEVELAND ST.	WILSON ST.	YES	2,300	1,150
S	MEADOWVALE LANE	HERMANSON ST.	HERMANSON ST.	YES	2,200	1,100
S	NUGGET COURT	COMSTOCK AVE	CUL-DE-SAC	YES	900	450
S	PANA COURT	PANA ST.	CUL-DE-SAC	YES	490	245
S	PANA STREET	COUNTRY LANE	CUL-DE-SAC	YES	2,484	1,242
S	PAULUS COURT	WILSON ST.	CUL-DE-SAC	YES	500	250
S	ROY AVENUE	COMSTOCK AVE.	COMSTOCK WAY	YES	1,840	920
S	SENECA COURT	STARK ST.	CUL-DE-SAC	YES	600	300
S	STARK COURT	STARK ST.	CUL-DE-SAC	YES	300	150
S	STARK STREET	OGLE ST.	BROWN ST.	YES	2,340	1,170
S	STARK STREET	BROWN ST.	CHERRY ORCHARD HGTS.	YES	1,900	950
S	STARK STREET	CHERRY ORCHARD HGTS.	JANA CT.	YES	680	340
S	TULIP AVE	DAHLIA ST	BROWN ST	YES	4,200	2,100
S	WALKER COURT	WARREN WAY	CUL-DE-SAC	YES	626	313
S	WARREN WAY	MEADOWVALE LANE	BROWN ST.	YES	1,230	615
S	WILSON STREET	MARSHALL ST.	HAWLEY ST.	YES	2,900	1,450
S	VINE AVE	FOXGLOVE ST	BROWN ST	YES	2,040	1,020
S	HAWLEY STREET	CLEVELAND ST.	WILSON ST.	YES	1,800	900
S	HAWLEY STREET	WILSON ST.	END	YES	1,400	700
S	HERMANSON STREET	WILSON ST.	STARK ST.	YES	800	400
S	HERMANSON STREET	WILSON ST.	END	YES	1,400	700
					72,654	36,327

HWY 214	STREET NAME	FROM	TO	CURBS	LF OF CURBS	LF OF ROAD
SECTION 3A						
S	BAYLOR STREET	EVERGREEN RD.	END	YES	2,434	1,217
S	BOEAN LN	EVERGREEN RD.	JONAH PL	YES	2,100	1,050
S	BOGIE COURT	EAGLE	CUL-DE-SAC	YES	314	157
S	BOSTON STREET	CONSTITUTION	ARLINGTON	YES	900	450
S	BRANDYWINE COURT	ELANA WAY	CUL-DE-SAC	YES	900	450
S	CASCADE DRIVE, N.	W. HAYES ST.	HWY. 214	YES	3,400	1,700
S	CASCADE DRIVE, SOUTH	W. HAYES STREET	SANTIAM DRIVE	YES	3,200	1,600
S	CENTER ST	STACY ALLISON WAY	EVERGREEN RD	YES	2,940	1,470
S	CHURCH STREET	SETTLEMIER AVE.	LEASURE ST.	YES	1,000	500
S	CITADEL STREET	HARVARD	BAYLOR	YES	1,152	576
S	CLACKAMAS CIRCLE	W. HAYES ST.	END	YES	5,480	2,740
S	CLEMSON ST	OXFORD ST	LINFIELD AVE	YES	2,048	1,024
S	COLUMBIA DRIVE	W. HAYES ST.	SANTIAM DR.	YES	4,000	2,000
S	COZY WAY	WEST HAYES	END	YES	846	423
S	CREIGHTON STREET	HARVARD	BAYLOR	YES	1,152	576
S	DUKE STREET	HARVARD	BAYLOR	YES	1,152	576
S	ELANA DRIVE	PARR ROAD	END	YES	1,688	844
S	EVERGREEN ROAD	WEST HAYES	END	YES	2,270	1,135
S	EVERGREEN ROAD	HWY. 214	WEST HAYES	YES	1,500	750
S	HALL STREET	CHURCH ST.	W. HAYES ST.	YES	2,000	1,000
S	HARVARD DRIVE	STACY ALLISON WAY	END	YES	5,484	2,742
S	HAYES STREET, W.	SETTLEMIER AVE.	LEASURE ST.	YES	1,080	540
S	HAYES STREET, W.	LEASURE ST.	NELLIE MUIR SCHOOL	SOME	1,375	1,350
S	HAYES STREET, W.	NELLIE MUIR SCHOOL	CASCADE DR.	SOME	250	725
S	HAYES STREET, W.	CASCADE DR.	HARVARD	YES	4,460	2,230
S	HOOPER ST	STACY ALLISON WAY	EVERGREEN RD	YES	4,820	2,410
S	JONAH PL	BOEAN LN	CUL-DE-SAC	YES	2,120	1,060
S	KELOWNA COURT	PARR RD.	CUL-DE-SAC	YES	1,400	700
S	KOTKA STREET	W. LINCOLN ST.	COZY WAY	YES	1,300	650
S	LAWSON AVENUE	HWY. 214	STACY ALLISON WAY	YES	1,300	650
S	LEASURE STREET	HWY. 214	W. HAYES ST.	YES	2,500	1,250
S	LINCOLN STREET, W.	SETTLEMIER AVE.	CASCADE DR N	YES	5,450	2,725
S	LINFIELD AVE	EVERGREEN RD.	WILLAMETTE ST	YES	4,620	2,310
S	MAPLEWOOD CT	W LINCOLN ST	CUL-DE-SAC	YES	800	400
S	MARYLYNN WAY	ELANE DR.	ELANA DR.	YES	988	494
S	NORTH CT	W LINCOLN ST	CUL-DE-SAC	YES	800	400
S	OREGON COURT	OREGON WAY	CUL-DE-SAC	YES	800	400
S	OREGON WAY	W. HAYES ST.	HWY. 214	YES	2,860	1,430
S	OXFORD STREET	HARVARD	BAYLOR	YES	1,434	717
S	OXFORD STREET	HARVARD	EVERGREEN RD	YES	4,620	2,310
S	PALAMINO AVE	PARADISE ST	PRAIRIE ST	YES	1,800	900
S	PARADISE ST	HOOPER ST	SWEETWATER AVE	YES	2,320	1,160
S	PARR ROAD	SETTLEMIER AVE. S	CITY LIMITS, WEST	YES	2,200	1,100
S	PRAIRIE ST	PALAMINO AVE	SWEETWATER AVE	YES	1,600	800
S	REED AVE	WILLAMETTE ST	CUL-DE-SAC	YES	4,060	2,030
S	SANTIAM DRIVE	COLUMBIA DR.	CASCADE DR.	YES	2,000	1,000
S	SKYLER DR	EVERGREEN RD.	JONAH PL	YES	1,320	660
S	STACY ALLISON WAY	EVERGREEN RD.	END	YES	4,606	2,303
S	STANFORD STREET	HARVARD	BAYLOR	YES	1,358	679
S	SWEETWATER AVE	EVERGREEN RD.	PRAIRIE ST	YES	3,440	1,720
S	VASSAR STREET	HARVARD	BAYLOR	YES	1,062	531
S	WILLAMETTE ST	LINFIELD AVE	REED AVE	YES	1,050	525
					115,753	59,139

HWY 214	STREET NAME	FROM	TO	CURBS	LF OF CURBS	LF OF ROAD
SECTION 3B						
N	ALETHA STREET	MAYANNA DRIVE	BERNARD DRIVE	YES	900	450
N	ANNA STREET	MAYANNA DRIVE	BERNARD DRIVE	YES	960	480
N	ARLINGTON AVENUE	ROANOKE TO PATRIOT (50)	PATRIOT TO JAMESTOWN (60)	YES	1,340	670
N	BERNARD DRIVE	ANNA STREET	ALETHA STREET	YES	1,500	750
N	BOONES FERRY ROAD, N.	HWY. 214	NORTH UGB	YES	8,000	4,000
N	BROADMORE PLACE	IRONWOOD TERR	CUL-DE-SAC	YES	550	275
N	BUNKER AVENUE	CHAMPIONSHIP	FAIRWAY	YES	1,064	532
N	CHAMPIONSHIP DRIVE	VANDERBECK LANE	EAGLE	YES	1,366	683
N	COLEWOOD DRIVE	HAZELNUT	IRONWOOD TERR	YES	434	217
N	COLONY STREET	CONSTITUTION	INDEPENDENCE	YES	580	290
N	CONCORD STREET	CONSTITUTION	ARLINGTON	YES	932	466
N	CONSTITUTION AVENUE	BOONES FERRY	ROANOKE	YES	2,948	1,474
N	EAGLE DRIVE	CHAMPIONSHIP	ROANOKE ST	YES	2,192	1,096
N	EDGEWATER DRIVE	MUIRFIELD	IRONWOOD	YES	872	436
N	FAIRWAY STREET	VANDERBECK LANE	EAGLE	YES	1,376	688
N	FAIRWOOD CRESCENT DRIVE	TUKWILA	TUKWILA	YES	2,548	1,274
N	FRONT ST N	RAMP	SHENANDOAH	YES	8,400	4,200
N	GOOSE CREEK ROAD	MILLER FARM ROAD	MILLER FARM ROAD	YES	1,800	900
N	GOOSE HOLLOW CT	MERIDIAN DR.	CUL-DE-SAC	YES	880	440
N	GRAYSTONE DRIVE	HAZELNUT	IRONWOOD	YES	1,044	522
N	HAZELNUT DRIVE	BOONES FERRY RD.	TUKWILA	YES	3,158	1,579
N	HAZELNUT DRIVE	TUKWILA	N. FRONT STREET	YES	4,154	2,077
N	HENRY'S BOULEVARD	N. BOONES FERRY ROAD	ALETHA STREET	YES	800	400
N	HERON AVENUE	HAZELNUT	IRONWOOD	YES	328	164
N	INDEPENDENCE COURT	COLONY	CUL-DE-SAC	YES	400	200
N	INDEPENDENCE AVE	COLONY	ROANOKE	YES	2,270	1,135
N	INGLEWOOD LANE	GRAYSTONE	EDGEWATER	YES	930	465
N	IRONWOOD TERRACE	HERON	EDGEWATER	YES	3,026	1,513
N	JACOB STREET	MAYANNA DRIVE	BERNARD DRIVE	YES	900	450
N	JAMESTOWN STREET	CONSTITUTION	ARLINGTON	YES	942	471
N	LEXINGTON COURT	CONSTITUTION	CUL-DE-SAC	YES	450	225
N	MAYANNA DRIVE	HENRY'S BLVD	ANNA ST.	YES	2,400	1,200
N	MERIDIAN CT	HAZELNUT DR	CUL-DE-SAC	YES	660	330
N	MERIDIAN DRIVE	BRIDGE	HAZELNUT DR	YES	6,000	3,000
N	MILLER COURT	MILLER FARM ROAD	CUL-DE-SAC	YES	218	109
N	MILLER FARM ROAD	BOONES FERRY ROAD	TUKWILA	YES	3,210	1,605
N	MUIRFIELD LANE	GRAYSTONE	EDGEWATER	YES	700	350
N	OLYMPIC ST	TROON AVE	END	YES	640	320
N	PATRIOT STREET	COUNTRY CLUB RD.	INDEPENDENCE	YES	1,698	849
N	QUAIL RUN CIRCLE	EDGEWATER	CUL-DE-SAC	YES	350	175
N	REVERE STREET	VANDERBECK LANE	EAGLE DR.	YES	1,260	630
N	ROANOKE STREET	ARLINGTON	EAGLE DR.	YES	3,100	1,550
N	ROBERT STREET	MAYANNA DR.	BERNARD DR.	YES	960	480
N	SAWGRASS ST	TROON AVE	TURNBERRY AVE	YES	400	200
N	TRACY LANE	MILLER FARM RD.	MILLER FARM RD.	YES	996	498
N	TUKWILA DRIVE	END OF PAVEMENT	END	YES	1,262	631
N	TUKWILA DRIVE	BOONES FERRY RD.	MILLER FARM RD.	YES	480	240
N	TUKWILA DRIVE	MILLER FARM RD.	HAZELNUT	YES	842	421
N	TUKWILA DRIVE	HAZELNUT	END	YES	2,040	1,020
N	TROON AVE	TUKWILA DR	CUL-DE-SAC	YES	2,720	1,360
N	TURNBERRY AVE	TUKWILA DR	SAWGRASS ST	YES	3,060	1,530
N	VANDERBECK RD	N BOONES FERRY RD	ROANOKE ST	YES	6,200	3,100
S	AUSTIN AVENUE	McLAUGHLIN DRIVE	SMITH DRIVE	YES	900	450
S	BEN BROWN LANE	SETTLEMIER AVENUE	ELANA WAY	YES	1,900	950
S	DE SANTIS DRIVE	McLAUGHLIN DR.	END	YES	244	122
S	ELANA WAY	PARR RD.	BEN BROWN LANE	YES	1,700	850
S	GARFIELD STREET	SETTLEMIER AVE.	SMITH DR.	YES	2,000	1,000
S	KELOWNA STREET	PARR RD.	BEN BROWN LANE	YES	1,400	700
S	MAPLE STREET	SETTLEMIER AVE.	SMITH DRIVE	YES	600	300
S	McLAUGHLIN DRIVE	SMITH DR.	GARFIELD ST.	YES	3,778	1,889
S	SMITH COURT	SMITH DR.	CUL-DE-SAC	YES	300	150
S	SMITH DRIVE	W. HAYES ST.	END	YES	5,900	2,950
S	WORKMAN DRIVE	SMITH DR.	GARFIELD ST.	YES	3,900	1,950
					118,862	59,431

HWY 214	STREET NAME	FROM	TO	CURBS	LF OF CURBS	LF OF ROAD
SECTION 4						
N	ASTOR COURT	ASTOR WAY	CUL-DE-SAC	YES	400	200
N	ASTOR WAY	HWY. 214	MULBERRY DR	YES	8,000	4,000
N	BROUGHTON WAY	HWY. 214	SALLAL ROAD	YES	900	450
N	CAHILL WAY	RAINIER ROAD	SALLAL ROAD	YES	800	400
N	CAMELLIA WAY	DOGWOOD DRIVE	MULBERRY DRIVE	YES	1,312	656
N	COUNTRY CLUB CIRCLE	COUNTRY CLUB RD.	COUNTRY CLUB RD.	YES	1,600	800
N	COUNTRY CLUB COURT	COUNTRY CLUB RD.	END	YES	600	300
N	COUNTRY CLUB ROAD	ASTOR WAY	PRINCETON	YES	3,500	1,750
N	COUNTRY CLUB ROAD	NEWBERG HIGHWAY	CLUBHOUSE	YES	3,480	1,740
N	COUNTRY CLUB ROAD	BOONES FERRY RD.	ASTOR WAY	NO	0	1,600
N	COUNTRY CLUB TERRACE	COUNTRY CLUB RD.	END	YES	2,000	1,000
N	DELLMOOR WAY	RAINIER RD.	WALTON WAY	YES	2,400	1,200
N	DOGWOOD DRIVE	HEATHER WAY	ASTOR WAY	YES	1,300	650
N	ECOLA WAY	PRINCETON RD.	SALLAL RD.	YES	800	400
N	FINZER WAY	PRINCETON RD.	UMPQUA RD.	YES	1,700	850
N	GARDEN WAY	ASTOR WAY	UMPQUA RD.	YES	1,440	720
N	HAMPTON WAY	UMPQUA RD.	ASTOR WAY	YES	1,400	700
N	HEATHER WAY	DOGWOOD DR.	MULBERRY DR.	YES	1,320	660
N	JANSEN WAY	UMPQUA ROAD	UMPQUA ROAD	YES	3,000	1,500
N	KING WAY	HEATHER WAY	NEWPORT WAY	YES	3,864	1,932
N	LILAC WAY	DOGWOOD DR.	MULBERRY DR.	YES	1,300	650
N	MULBERRY DRIVE	HEATHER WAY	ASTOR WAY	YES	750	375
N	NEWPORT WAY	UMPQUA RD.	KING WAY	YES	1,000	500
N	PRINCETON ROAD	RAINIER RD.	VANDERBECK LANE	YES	5,000	2,500
N	QUINN ROAD	FINZER WAY	CUL-DE-SAC	YES	800	400
N	QUINN ROAD	COUNTRY CLUB RD.	CUL-DE-SAC	YES	500	250
N	QUINN ROAD	COUNTRY CLUB RD.	PRINCETON RD.	YES	2,200	1,100
N	RAINIER ROAD	ASTOR WAY	COUNTRY CLUB RD.	YES	5,400	2,700
N	RANDOLPH ROAD	RAINIER RD.	COUNTRY CLUB RD.	YES	2,500	1,250
N	SALLAL COURT	SALLAL RD.	CUL-DE-SAC	YES	300	150
N	SALLAL ROAD	ASTOR WAY	VANDERBECK LANE	YES	6,100	3,050
N	STANFIELD ROAD	RAINIER RD.	COUNTRY CLUB RD.	YES	2,100	1,050
N	THOMPSON ROAD	VANDERBECK LANE	COUNTRY CLUB ROAD	YES	2,000	1,000
N	THOMPSON ROAD	COUNTRY CLUB ROAD	CUL-DE-SAC	YES	900	450
N	THOMPSON ROAD	FINZER WAY	CUL-DE-SAC	YES	500	250
N	THOMPSON ROAD	FINZER WAY	ASTOR WAY	YES	2,200	1,100
N	UMPQUA COURT	UMPQUA RD.	CUL-DE-SAC	YES	160	80
N	UMPQUA PLACE	UMPQUA RD.	CUL-DE-SAC	YES	350	175
N	UMPQUA ROAD	ASTOR WAY	NEWPORT WAY	YES	8,300	4,150
N	VANDERBECK LANE	ASTOR WAY	KING WAY	YES	4,340	2,170
N	WALTON WAY	ASTOR WAY	COUNTRY CLUB RD.	YES	2,200	1,100
					88,716	45,958

HWY 214	STREET NAME	FROM	TO	CURBS	LF OF CURBS	LF OF ROAD
SECTION 5						
N	ACACIA AVENUE	MYRTLE STREET	CEDAR AVENUE	YES	1,200	600
N	ALDER LANE	LINDA STREET	STEVEN STREET	YES	1,100	550
N	ARNEY ROAD	HWY. 219	UGB	YES	5,000	2,500
N	CAMAS STREET	WOODLAND AVE.	WILLOW AVE.	YES	2,036	1,018
N	CEDAR AVENUE	MYRTLE ST.	ACACIA ST.	YES	1,000	500
N	HAWTHORNE CIRCLE	WILLOW AVE.	END	YES	500	250
N	JORY STREET	WILLOW AVE.	WOODLAND AVE.	YES	1,600	800
N	LINDA STREET	WILLOW AVE.	WOODLAND AVE.	YES	1,900	950
N	McNAUGHT STREET	WOODLAND AVE.	WILLOW AVE.	YES	2,218	1,109
N	MERIDIAN DRIVE	HWY. 219	END	YES	900	450
N	MYRTLE STREET	WILLOW AVE.	WOODLAND AVE.	YES	2,800	1,400
N	NEKIA STREET	WILLOW AVE.	WOODLAND AVE.	YES	1,100	550
N	OLIVE AVENUE	MYRTLE ST.	PALM AVE.	YES	1,660	830
N	PALM AVENUE	MYRTLE ST.	OLIVE AVE.	YES	1,500	750
N	RAY J. GLATT CIRCLE	MERIDIAN DR.	MERIDIAN DR.	YES	1,962	981
N	ROBIN AVENUE	WOODLAND AVE.	ARNEY RD.	YES	1,000	500
N	SENECAL CREEK DRIVE	WOODLAND AVE.	END	YES	2,044	1,022
N	SPRAGUE LANE	ARNEY RD.	END	YES	1,620	810
N	STEVEN STREET	WOODLAND AVE.	WILLOW AVE.	YES	1,840	920
N	SYCAMORE AVENUE	MYRTLE ST.	WILLOW AVE.	YES	2,100	1,050
N	TEN OAKS LANE	CUL-DE-SAC	END	YES	1,284	642
N	WILLOW AVENUE	McNAUGHT ST.	WOODLAND AVE.	YES	4,800	2,400
N	WILLOW AVENUE	HWY. 219	McNAUGHT ST.	YES	3,100	1,550
N	WOODLAND AVENUE	HWY. 219	McNAUGHT ST.	YES	1,800	900
N	WOODLAND AVENUE	McNAUGHT ST.	LINDA ST.	YES	1,700	850
N	WOODLAND AVENUE	LINDA ST.	STEVEN ST.	YES	1,100	550
N	WOODLAND AVENUE	STEVEN ST.	CUL-DE-SAC	YES	3,200	1,600
N	WOODLAND AVENUE, S.	HWY. 219	END, S	YES	5,250	2,625
					57,314	28,657

HWY 214	STREET NAME	FROM	TO	CURBS	LF OF CURBS	LF OF ROAD
SECTION 6						
S	ARTHUR ST.	FRONT ST.	FIRST ST.	YES	1,000	500
S	CLEVELAND ST. W	FRONT ST.	SECOND ST.	YES	2,000	1,000
S	FIRST ST.	OAK ST.	HARRISON ST.	YES	7,600	3,800
S	FRONT ST.	OAK ST.	HARDCASTLE AVE.	YES	9,400	4,700
S	GARFIELD ST.	FRONT ST.	SECOND ST.	YES	2,000	1,000
S	GRANT ST.	FRONT ST.	SECOND ST.	YES	2,000	1,000
S	HARRISON ST.	FRONT ST.	SECOND ST.	YES	2,000	1,000
S	HAYES ST.	FRONT ST.	SECOND ST.	YES	2,120	1,060
S	LINCOLN ST.	FRONT ST.	SECOND ST.	YES	2,000	1,000
S	MONTGOMERY ST.	FIRST ST.	SECOND ST.	YES	1,000	500
S	OAK STREET	FRONT ST.	SECOND ST.	YES	2,000	1,000
S	SECOND ST.	OAK ST.	GRANT ST.	YES	6,200	3,100
S	SECOND ST.	LINCOLN ST.	HARRISON ST.	YES	1,000	500
					40,320	20,160

HWY 214	STREET NAME	FROM	TO	CURBS	LF OF CURBS	LF OF ROAD
STATE HIGHWAY SYSTEM						
S	OR-HWY. 99E	280 HWY. 99E	CARL RD.	YES	24,000	12,000
S	OR-HWY. 211	JUNE WAY	HWY. 99E	YES	2,200	1,100
S	OR-HWY. 214	OR-HWY. 99E	BROUGHTON WAY	YES	18,400	9,200
					44,600	22,300

EXHIBIT "C"
CITY OF WOODBURN NOISE ORDINANCE

ORDINANCE NO. 2312**AN ORDINANCE REGULATING NOISE WITHIN THE CITY OF WOODBURN; PROVIDING FOR ENFORCEMENT OF NOISE REGULATIONS; AND DECLARING AN EMERGENCY.****THE CITY OF WOODBURN ORDAINS AS FOLLOWS:**

Section 1. Purpose. This ordinance is enacted to protect, preserve, and promote the health, safety, and welfare of the residents of the City of Woodburn through the reduction, control, and prevention of loud raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity.

Section 2. Findings.

A. Loud and raucous noise degrades the environment of the City of Woodburn because it is harmful to the health, welfare, and safety of its inhabitants and visitors; it interferes with the comfortable enjoyment of life and property; it interferes with the well-being, tranquility, and privacy of the home; and it can cause and aggravate health problems.

B. The effective control and elimination of loud and raucous noise are essential to the health and welfare of the City of Woodburn's inhabitants and visitors to conduct the normal pursuits of life, including recreation, work, and communications.

C. The use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and in a particular time and place, substantially and unreasonably invade the privacy, peace, and freedom of the inhabitants and visitors to the City of Woodburn.

D. Some flexibility in noise restrictions is essential in order to allow for the construction and the maintenance of structures, infrastructure, and other elements necessary for the physical and commercial well-being of the City of Woodburn.

Section 3. Scope. This Ordinance shall be known as the Woodburn Noise Ordinance and will apply to control all sound originating within the jurisdictional limits of the City of Woodburn.

Section 4. Definitions. For the purposes of this ordinance, the following definitions apply:

A. A-SCALE (dBA). The sound level in decibels measured using the A-weighted network as specified in the American National Standard Specification for Sound Level Meters.

B. DECIBEL (dB). The unit for measuring the volume of a sound.

5-29.4

5-29.5

C. NOISE SENSITIVE UNIT Any authorized land use of a church, temple, synagogue, day care center, hospital, rest home, retirement home, group care home, school, dwelling unit (single-family dwelling, duplex, triplex, multi-family dwelling, or mobile home) or other use of the same general type, and rights-of-way appurtenant thereto, whether publicly or privately owned.

D. SOUND LEVEL METER. A sound measuring device, either Type 1 or Type 2, as defined by American National Standard Specification for Sound Level Meters.

E. SOUND PRODUCING DEVICE. A sound producing device includes, but is not limited to, the following:

- (1) Loudspeakers;
- (2) Radios, tape players, compact disc players, phonographs, boom boxes, television sets, or stereo systems, including those installed in a vehicle;
- (3) Musical instruments;
- (4) Sirens, bells or whistles;
- (5) Engines or motors;
- (6) Air, electrical, or gas-driven tools, including, but not limited to, drills, chainsaws, lawn mowers, saws, hammers or similar tools;
- (7) Motor vehicles, including automobiles, motorcycles, motorbikes, trucks, buses, snowmobiles, boats or any similar piece of equipment equipped with a propelling device;
- (8) Persons or animals causing sound to emanate.

Section 5. Sound Measurements.

A. When sound measurements are made for the enforcement of this Ordinance, they shall be made with a sound level meter. The sound level meter shall be an instrument in good operating condition, meeting the requirements of a Type I or Type II meter and shall contain at least an A-weighted scale, and both fast and slow meter response capability.

B. If sound measurements are made, the person making those measurements shall have completed training in the use of the sound level meter, and shall use measurement procedures consistent with that training

C. Measurements may be made at or within the boundary of the property on which a noise sensitive unit is located which is not the source of the sound.

Section 6. Noises Prohibited.

A. It shall be unlawful for any person to produce or permit to be produced, with any sound producing device which when measured at or within the boundary of the property on which a noise sensitive unit is located which is not the source of the sound, which sound exceeds the following levels:

(1) 55 dBA at any time between 9:00 p.m. and 7:00 a.m. of the following day where the property receiving the noise has a residential zoning designation.

(2) 65 dBA at any time between 7:00 a.m. and 9:00 p.m. of the same day where the property receiving the noise has a residential zoning designation.

(3) 60 dBA at any time between 9:00 p.m. and 7:00 a.m. of the following day where the property receiving the noise has a zoning designation which is not residential.

(4) 75 dBA at any time between 7:00 a.m. and 9:00 p.m. of the same day where the property receiving the noise has zoning designation which is not residential.

[Section 6A amended by Ordinance No. 2380, passed February 28, 2005.]

B. In addition to Section 6A, any person producing or permitting to be produced the following noise disturbances, shall be found in violation of this Ordinance, regardless of the decibel level of the disturbance:

(1) Repair and testing of a motor vehicle or other engine which is plainly audible within a noise sensitive unit between the hours of 9:00 p.m. and 7:00 a.m. of the following day.

(2) The operation of any gong, bell or siren upon any vehicle, other than police, fire or other emergency vehicle.

(3) The sounding of any motor vehicle audible anti-theft alarm system for a period of more than 20 minutes.

(4) The use of a mechanical device operated by compressed air, steam or otherwise, unless the noise created thereby is effectively muffled.

(5) The detonation of a blasting or explosive device, except as allowed under a permit issued by the appropriate governmental authority.

(6) The keeping of an animal which by loud and frequent or continued noise disturbs the comfort and repose of a person in the vicinity.

5-29.6

5-29.7

(7) The erection, including excavation, demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 9:00 p.m. except in the case of urgent necessity in the interest of the public welfare and safety and then only with a permit granted by the City Administrator for a period not to exceed ten (10) days.

Section 7. Exceptions. The following constitute exceptions to this Ordinance and shall not be construed as violations:

A. Sounds created by organized athletic or other group activities, when such activities are conducted on public property generally used for such purposes, such as stadiums, schools, and athletic fields.

B. Sounds caused by emergency work, or by the ordinary and accepted use of emergency equipment, vehicles and apparatus.

C. Sounds caused by bona fide use of emergency warning devices and properly functioning alarm systems.

D. Sounds regulated by federal law, including but not limited to, sounds caused by railroads or aircraft.

E. Sounds caused by demolition activities when performed under a permit issued by appropriate governmental authorities.

F. Sounds caused by construction activity during the hours of 7:00 a.m. to 9:00 p.m. of the same day.

G. Sounds caused by regular vehicular traffic upon premises open to the public.

H. Sounds caused by air, electrical or gas-driven domestic tools, including but not limited to, lawn mowers, lawn edgers, saws, drills, blowers, and or other similar lawn or construction tools, during the hours of 7:00 a.m. to 9:00 p.m. of the same day.

I. Bells, chimes and carillons while being used for religious purposes or in conjunction with religious services, or for national celebrations or public holidays.

J. Parades for which a City permit has been issued.

K. Sounds resulting from an event conducted in a City park where a park use permit has been issued and the conditions of that permit and this Ordinance have been complied with.

L. Any noise resulting from activities of a temporary duration which is otherwise permitted by law.

Section 8. Sound Amplification Permits

A. No person shall use or cause to be used any loudspeaker, loudspeaker system, sound amplifier or any other machine or device which produces, reproduces, or amplifies sound outside of an enclosed building without first having obtained a sound amplification permit.

B. Any person desiring to obtain a sound amplification permit shall submit a written application to the Police Chief no later than 30 days prior to proposed date for commencement of the amplified sound. The application shall include the following:

(1) A description of the activity proposed to be conducted for which the sound amplification permit is requested;

(2) A description of the amplification equipment or devices to be used;

(3) A statement of the measures that the applicant will take to insure that the sound amplification will not unreasonably disturb other people in the vicinity;

(4) The exact time periods and location where the sound amplification will take place;

(5) The name of the person who shall be responsible for monitoring and insuring compliance with the terms of any permit that is granted;

(6) Any City fee for processing the application; and

(7) Any other information that the Police Chief determines is reasonably needed to assure compliance with the provisions of this Ordinance.

C. The Police Chief may grant the sound amplification permit if he or she determines that the sound amplification will not occur within a residential zone and that it will be conducted in such a manner as not to unreasonably disturb the neighbors of other persons in the vicinity of the site and that the measures, if implemented, will be adequate. In granting a permit, the Police Chief may impose such conditions as may be appropriate or necessary to protect the public peace, safety, and welfare.

D. Any permit granted pursuant to this Ordinance shall be revocable at any time by the Police Chief for good cause.

E. Any person aggrieved by any decision rendered by the Police Chief pursuant to this Ordinance shall have the right to appeal the decision to the City Council. Any appeal shall be in writing and shall be submitted no later than ten (10) calendar days following the date of the decision.

5-29.9

5-29.17

Section 9. Sound Amplification in City Parks. Notwithstanding any other provisions of this Ordinance, the Director of Recreation and Parks is authorized to allow amplified sound in a City park by the issuance of a park use permit where a sound level of 80 dBA is not exceeded.

Section 10. Authority for Enforcement. This Ordinance shall be enforced by the Woodburn Police Department.

Section 11. Civil Infraction Assessment. Each violation of any provision of this Ordinance constitutes a class 1 civil infraction and shall be dealt with according to the procedures established by City ordinance.

Section 12. Institution of Legal Proceedings. The City Attorney, acting in the name of the City, may maintain an action or proceeding in a court of competent jurisdiction to compel compliance with or restrain by injunction the violation of any provision of this Ordinance as additional remedy.

Section 13. Ordinance Additional to Other Law. The provisions of this Ordinance shall be cumulative and non-exclusive and shall not affect any other claim, cause of action or remedy; nor, unless specifically provided, shall it be deemed to repeal, amend or modify any law, ordinance or regulation relating to noise or sound, but shall be deemed additional to existing legislation and common law on such subject.

Section 14. Severability Clause. If a portion of this Ordinance is for any reason held to be invalid, such decision shall not affect validity of the remaining portions of this ordinance.

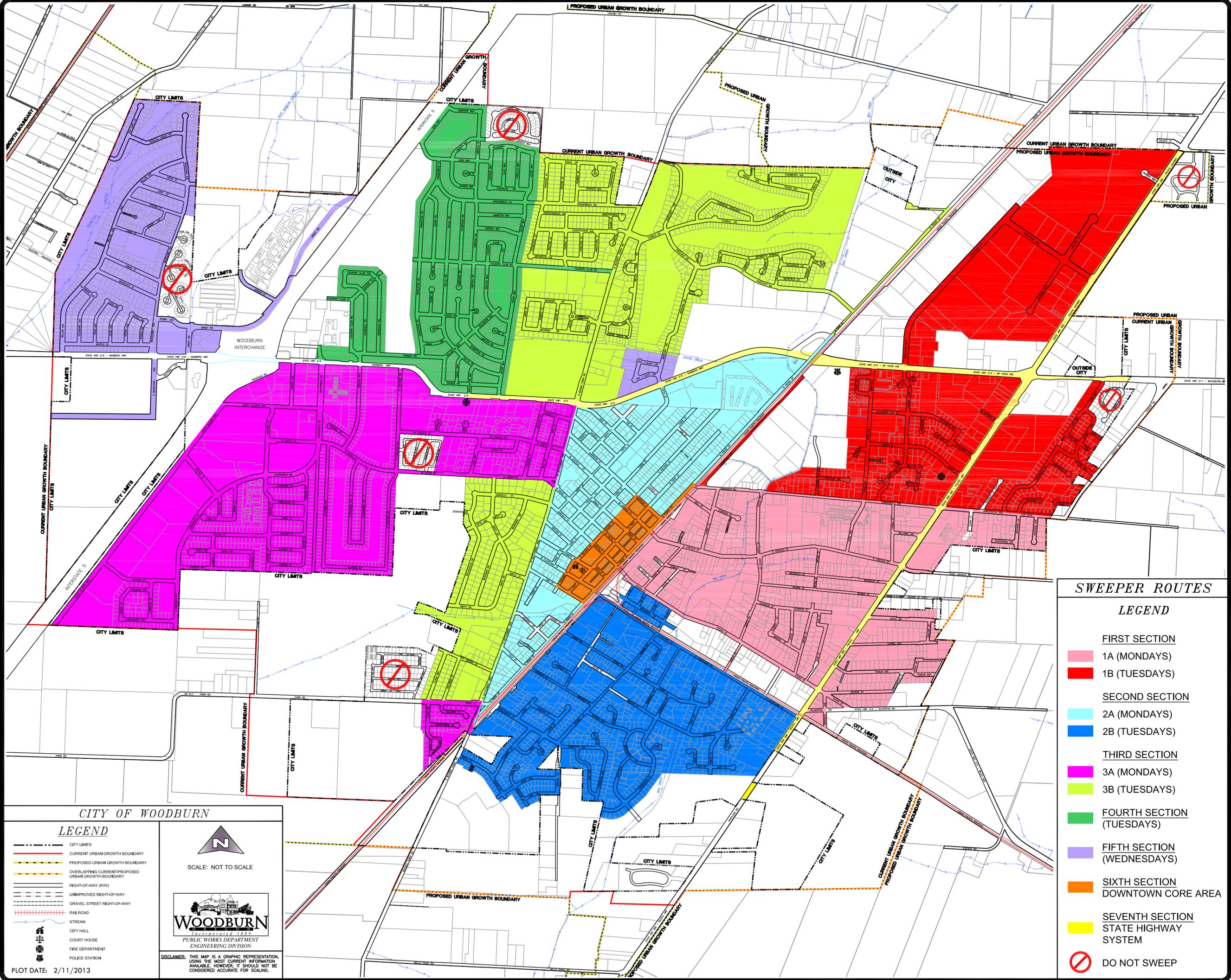
Section 15. Repeal. Section 3 (Unnecessary Noise) of Ordinance 1900 is hereby repealed.

Section 16. Saving Clause. The repeal of any ordinance by this Ordinance shall not preclude any action against any person who violated the ordinance prior to the effective date of this Ordinance.

Section 17. Emergency Clause. This ordinance being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist and this ordinance shall take effect immediately upon passage by the Council and approval by the Mayor.

Passed by the Council April 8, 2002 and approved by the Mayor April 9, 2002.

EXHIBIT "D"
MAP OF SWEEPER ROUTES



SWEEPER ROUTES

LEGEND

- FIRST SECTION
 - 1A (MONDAYS)
 - 1B (TUESDAYS)
- SECOND SECTION
 - 2A (MONDAYS)
 - 2B (TUESDAYS)
- THIRD SECTION
 - 3A (MONDAYS)
 - 3B (TUESDAYS)
- FOURTH SECTION (TUESDAYS)
- FIFTH SECTION (WEDNESDAYS)
- SIXTH SECTION DOWNTOWN CORE AREA
- SEVENTH SECTION STATE HIGHWAY SYSTEM
- DO NOT SWEEP

CITY OF WOODBURN

LEGEND

- CITY LIMITS
- CURRENT URBAN GROWTH BOUNDARY
- PROPOSED URBAN GROWTH BOUNDARY
- OVERLAPPING CURRENT/PROPOSED URBAN GROWTH BOUNDARY
- RIGHT-OF-WAY (ROW)
- UNIMPROVED RIGHT-OF-WAY
- GRAVEL STREET RIGHT-OF-WAY
- RAILROAD
- STREAM
- CITY HALL
- COURT HOUSE
- FIRE DEPARTMENT
- POLICE STATION

SCALE: NOT TO SCALE

WOODBURN
Incorporated 1889
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

DISCLAIMER: THIS MAP IS A GRAPHIC REPRESENTATION, USING THE MOST CURRENT INFORMATION AVAILABLE. HOWEVER, IT SHOULD NOT BE CONSIDERED ACCURATE FOR SCALING.

PLOT DATE: 2/11/2013