



CITY OF SWEET HOME CITY COUNCIL AGENDA - REVISED

April 25, 2023, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WiFi Passcode: guestwifi

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

Mission Statement

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

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 1-971-203-2871, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: **226 531 982#**

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

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Consent Agenda:

- a) [Request for Council Action - 9th Avenue Waterline Replacement Project – Contingency Budget](#)
 - b) [10th Avenue Electric Vehicle Charging Station Contract](#)
 - c) [Application for Naming Publicly Owned Facilities: Graybill Plaza](#)
 - d) [Request for Council Action - Resolution No. 6 for 2023 - Procurement Policy](#)
- a) Approval of Minutes:
- i) [2023-03-28 City Council Minutes](#)
 - ii) [2023-04-11 City Council Minutes - WS](#)

IV. Recognition of Visitors and Hearing of Petitions:

- a) [Communication Regarding Police Involvement in Schools](#)
- b) Chamber of Commerce Presentation
- c) FAC Presentation

V. Old Business:

VI. New Business:

- a) [Mental Health Month Proclamation](#)

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

- b) [Proclamation - National Day of Prayer](#)
- c) [Request for Council Action – Resolution No. 5 for 2023 - City Council FY 2023-2024 Goals](#)
- d) [Public Hearing: Legislative Amendment LA23-01 \(HNA\) - Ordinance Bill No. 9 for 2023.](#)
- e) [Public Hearing: Zone Map Amendment ZMA23-01 - Ordinance Bill No. 10 for 2023.](#)

VII. Ordinance Bills

- a) Request for Council Action and First Reading of Ordinance Bills
- b) Second Reading of Ordinance Bills
- c) Third Reading of Ordinance Bills (Roll Call Vote Required)

VIII. Reports of Committees:

Ad Hoc Committee on Health

Ad Hoc Committee on Arts and Culture

Administrative and Finance/Property

- i) [2023-03-23 Administrative, Finance, and Property Committee Minutes](#)

Traffic Safety Committee

Area Commission on Transportation

Chamber of Commerce

Charter Review Committee

Council of Governments

Library Advisory Board

Park and Tree Committee

Solid Waste Advisory Council

Youth Advisory Council

IX. Reports of City Officials:

City Manager's Report

Mayor's Report

Library Services Director

Community and Economic Development Director

- i) [Community & Economic Development Department Report](#)

Public Works Director

- i) [Public Works Monthly Report](#)

Finance Director

- i) [Finance Department Report - March 2023](#)

Police Chief

City Attorney

XI. Council Business for Good of the Order

XII. Adjournment



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action - 9th Avenue Waterline Replacement Project – Contingency Budget

Preferred Agenda: April 28, 2023

Submitted By: Trish Rice, Engineering Tech 2
Greg Springman, Public Works Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ___ Motion ___ Roll Call X Other ___

Relevant Code/Policy: n/a

Towards Council Goal: Goal 1.1 Develop specific steps for implementation of the adopted infrastructure master plans

Attachments: N/A

Purpose of this RCA:

Staff requests authorization of owner-controlled contingency funds for the 9th Avenue Waterline Replacement Project.

Background/Context:

This request is to correct oversight of a technicality on the previous request. On August 9, 2022, Council awarded the contract to Trench Line Excavation for Schedule A of the 9th Avenue Waterline Replacement Project for \$663,865.27. The work includes replacement of the waterlines and services, added fire hydrants, and street restoration overlay and corner ramp replacements (which is an ADA requirement when overlaying improved streets). Work began on April 6, 2023 and has progressed expediently. All mainline pipes have been installed and work on the services is in progress.

The previous staff report referred to a 15% contingency in the narrative, but missed including those funds in the formal authorization request. As the project includes a large quantity of asphalt paving, contingency is necessary as final quantities will not be known until after completion. Staff requests authorization for 15% owner-controlled contingency funds (\$99,579.79). This is well within the original construction budget of \$985k.

The Challenge/Problem:

How do we make efficient use of limited funds to complete needed water projects?

Stakeholders:

- Sweet Home Residents – Residents deserve well-maintained City infrastructure that meets their needs and improves their quality of life.

- Sweet Home City Council – The City Council has a goal to provide viable and sustainable infrastructure that serves development and improves residents’ quality of life.
- Sweet Home City Staff – City Staff have an interest in completing projects that empower them to meet the Council’s goals and which reduce staff time spent on reactive repairs.

Issues and Financial Impacts:

The contract value is \$663,865.27. The project budget is \$985k funded primarily by ARPA and with up to \$45k included for paving Grape St (which is currently unimproved and therefore ineligible for ARPA).

The previous staff report referred to a 15% contingency in the narrative, but missed including those funds in the formal authorization request. Staff requests authorization for 15% owner-controlled contingency funds (\$99,579.79). This is well within the original construction budget of \$985k.

Elements of a Stable Solution:

A stable solution will provide efficient completion of needed water maintenance and improvements.

Options:

1. Option 1 – Move to authorize the contingency budget as requested. Recommended.
2. Option 2 – Move to authorize a different contingency budget. Not recommended.
3. Option 3 – Do nothing. Not recommended.

Recommendation:

Staff recommends Option 1 – Move to authorize the contingency budget as requested.



REQUEST FOR COUNCIL ACTION

Title: 10th Avenue Electric Vehicle Charging Station Contract

Preferred Agenda: April 25, 2023

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: N/A

Towards Council Goal: Aspiration I: Desirable Community; Aspiration III: Viable and Sustainable Infrastructure

Attachments: EV Charging Station Contract with North Santiam Paving Co. Exhibits

Purpose of this RCA:

The purpose of this RCA is to request approval of a contract for the procurement and installation of an Electric Vehicle Charging Station on 10th Avenue between Main and Long Streets with North Santiam Paving Company.

Background/Context:

Late last year, the City received a grant for the construction of an Electric Vehicle Charging Station to be placed within the public right-of-way on 10th Avenue between Main Street and Long Street. The grant agreement was approved by the City Council at the December 13, 2023 meeting. The grant amount is \$200,000 with no required match.

In January, the City issued a Request for Proposals (RFP) for site construction and equipment installation. The City received 4 proposals, which were reviewed by a staff committee. In March the City began negotiations with North Santiam Paving Co., the highest scoring submitter. The attached contract is the result of those negotiations.

All of the estimates provided in the proposals exceeded the City's budget, which required a reduction in the scope of the project. Originally, we requested a charging station with the capacity to charge two vehicles at the same time. The scope of this contract includes a station that can charge only one vehicle at a time, however, it is designed to accommodate up to three more chargers. Staff plan on submitting additional grant applications to install additional chargers, and we expect that, once completed, the work identified in this contract will make future applications very competitive.

The Challenge/Problem:

How does the City meet the needs of current and future travelers and bring additional visitors to Downtown Sweet Home?

Stakeholders:

- Sweet Home Residents – Residents who own electric vehicles have no charging options in Sweet Home other than what they are able to install at their own homes.
- Sweet Home City Council – The City Council is responsible for ensuring that City rights-of-way contain the infrastructure improvements needed to meet the needs of residents, businesses, and visitors.
- Sweet Home Visitors – Visitors benefit from amenities such as electric vehicle charging stations.
- Downtown Sweet Home Businesses – Businesses benefit every time travelers stop, but especially when travelers stop and spend time in our downtown.

Issues and Financial Impacts:

The application proposed a budget of \$250,818, however the proposed grant award is for a maximum of \$200,000. The scope has been adjusted to fall within the grant award. This contract amounts to \$194,200.

Once the charging stations are built, they will be owned by the City. Operational costs are not known at this point, however there are several firms that manage charging stations and are paid only through usage fees. Currently charging stations do not bring in a lot of revenue, but they can at least pay for their own operating costs. Staff recommend seeking a firm to manage the charging stations for the City in such a manner that they are entirely self-sustaining or bring revenue to the City. If any revenue is generated from the charging stations, it could be directed to downtown improvements and events.

Converting 10th Avenue to one-way traffic will require minimal costs—paint and signage—which are outside this contract but can be accomplished with existing funding. Staff estimate those costs to be less than \$2,000.

Elements of a Stable Solution:

A stable solution includes approving a contract for this project that falls within the grant award of \$200,000.

Options:

1. Do Nothing – If the Council chooses to do nothing, then no contract would be signed project, and the City would forfeit the grant award.
2. Authorize the City Manager to sign the attached Contract for Engineering and Construction Services with North Santiam Paving Co. – Once the agreement is fully executed, NSP can begin work on the project.
3. Direct Staff to research other ways to accomplish the same goals.

Recommendation:

Staff recommends option 2: Authorize the City Manager to sign the attached Contract for Engineering and Construction Services with North Santiam Paving Co.

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

This Contract is by and between the City of Sweet Home (“City”) and North Santiam Paving Co. (“Contractor”) for the development of an electric vehicle charging station.

A. RECITALS

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

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

City has awarded the contract to Contractor.

B. CONTRACT EXHIBITS

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

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

C. AGREEMENT

1. Schedule for Rendering Services

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

1.2 Time for Completion. Contractor shall complete its obligations within 9 months of contract execution, or within 4 months of Pacific Power Utility Upgrades, whichever is longer in duration.

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

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

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

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

2. Scope of Work

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

3. Compensation

3.1 Compensation. For the services described and performed by Contractor, the City agrees to pay, and the Contractor agrees to accept, compensation in a lump sum amount of \$194,200, in accordance with Exhibit E, Contractor's Price Proposal.

3.2 Invoices. Within 60 days following City acceptance of project deliverables as identified in Exhibits A, C, and D, Contractor shall invoice the City for the lump sum amount per Exhibit E and any agreed upon additions to the contract.

3.3 Payments.

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

4. Contractor Is an Independent Contractor

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

5. Notices

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

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

City: Blair Larsen, Community and Economic Development Director
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386
Phone: (541) 818-8036
Fax: (541) 367-5007

Contractor: North Santiam Paving Co.
PO Box 516
Stayton, OR 97383
Phone: (503) 769-3436
Fax: (503) 769-7358

6. Indemnification

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

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

7. Insurance Requirements

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

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

\$1,000,000 – each occurrence (bodily injury)

\$2,000,000 – general aggregate

\$1,000,000 – property damage, contractual, etc.

\$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident.
- c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- d. Professional Liability for Errors and Omissions insurance covering Contractor's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of one (1) years after final completion.
- e. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of one (1) year.

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

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

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

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

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

7.8 All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement with the certificate of insurance specifying the City of Sweet Home, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and

completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent and attached to Certificate of Insurance.

8. Workers' Compensation

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

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

9. Hours of Employment

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

10. Assignments and Subcontractors

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

11. Labor and Material

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

12. Ownership of Work and Documents

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

13. Termination for Convenience

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

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

14. Termination for Cause

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

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

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

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

15. Termination for Default

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

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

Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

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

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

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

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

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

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

17. Nondiscrimination

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

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Contractor that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

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

20. Experience, Capabilities and Resources

By execution of this Contract, the Contractor agrees that:

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

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

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

21. Drawings, Specifications and Other Documents

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

22. Errors and Omissions

Contractor shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Contractor shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by

Contractor or its sub-contractors. Contractor further agrees to assist City in resolving problems relating to any project designs or specified materials.

23. Contract Performance

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

24. Access to Records

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

25. Representations and Warranties

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

26. City Obligations

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

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

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

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

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

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

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

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

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

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

27. Arbitration

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

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

underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and Contractor.

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

28. Attorney Fees

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

29. Successors and Assigns

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

30. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Contractor shall not be liable for any consequential damages under this Contract. Contractor shall be compensated for costs incurred and agreed upon between the City and Contractor, including but not limited to, restocking and other manufacturer fees, should the City cancel the project due to terms not caused by the contractor.

31. Foreign Contractor

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

32. Confidentiality

Contractor shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create

the risk of significant harm to the public or prevent Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall require similar agreements from City's and/or Contractor's sub-contractors to maintain the confidentiality of information of City.

33. Force Majeure

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

34. Waivers

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

35. Severability

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

36. Survival

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

37. Headings

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

38. Integration and Modification

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

39. Authority

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

40. Certificate of Compliance with Oregon Tax Laws

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

41. Time is of the Essence

Time is of the essence under this Contract.

CITY OF SWEET HOME

By: _____

Name: Kelcey Young

Title: City Manager

Date: _____

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

Approved as to form.

By: _____

Name: Robert Snyder

Title: City Attorney

Date: _____

CONTRACTOR

By:  _____
Authorized Signature

Name: Pete Sipos

Title: General manager - VA

Date: 4/20/23

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF CONTRACTOR

Contractor shall accomplish the previously mentioned objectives, including, but not limited to:

- ~~Full engineering designs of the charging station and all required infrastructure (extension of power lines, trenching, any necessary concrete and paving, etc.).~~
- Full engineering, design, plan review/permitting and utility coordination for one new electrical service; all required infrastructure for one operational CPE 250 Charger and infrastructure for three future charger locations Per Exhibit E Pricing Proposal.
- Utility service upgrades provided by Pacific Power up to new electrical service provided by Owner/Pacific Power
- ~~Procurement and installation of two (2) DC Fast Charging Stations (ChargePoint Express 250 Stations, or similar) in the approximate location identified in the attached preliminary site plan.~~
- Procurement and installation of one (1) DC Fast Charging Station (ChargePoint Express 250 Station) in the location provided in site plan of Exhibit E Pricing Proposal.
- ~~Operation and maintenance of the charging stations for a period of at least five (5) years, including collection of user fees, and necessary repairs.~~
- Procure a 5-year Assure warranty and 5-year Enterprise Cloud subscription through ChargePoint
 - Both the warranty and subscription contracts will be written between ChargePoint and the end user; the contractor will only be facilitating the purchase of both the warranty and the subscription
 - The Assure warranty covers parts, labor and remote technical support for the duration of the contract
 - The Enterprise Cloud Subscription covers software support, pricing, automatic payment collection, power management features, and information dashboards and reports for the duration of the contract

Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

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

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

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

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

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

(6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies 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.

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

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

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

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

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

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

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

Exhibit C
Request for Proposals



REQUEST FOR PROPOSALS

Project: SWEET HOME DOWNTOWN ELECTRIC VEHICLE CHARGING STATION

Proposal Due Date: February 17, 2023 at 4 PM.

City of Sweet Home

Community & Economic Development Department

3225 Main Street

Sweet Home, Oregon 97386

Contact Person

Community & Economic Development Director

Blair Larsen

(541) 818-8036 (Direct)

blarsen@sweethomeor.gov

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1 Introduction

The City of Sweet Home invites you to apply to be a part of our exciting new initiative of providing DC fast charging stations to the surrounding area. The City is seeking proposals from qualified individuals, firms, or teams (Consultant) to purchase, install, and operate two (2) DC fast charging stations within the City-controlled public right-of-way on 10th Avenue. This is a grant-funded project intended to provide vehicle charging as an amenity in Sweet Home's downtown area in order to increase tourism and support the green energy initiative in Sweet Home and the neighboring areas.

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

1.1 Background and Objectives

The City of Sweet Home, pop. 10,097, is an Oregon municipal corporation with city limits covering approximately 6 square miles. The City is set in a beautiful area with many natural amenities both within the City as well as in the surrounding areas. The City of Sweet Home boasts two large lakes--Foster and Green Peter Reservoir, which draw thousands of tourists each year. Located in Linn County, 25 miles east of I-5, Sweet Home is the third largest city in the county. The City Council consists of the Mayor and six council members elected from the city at large. The Council acts as the local contract review board for the City. The City operates under a Council-Manager form of government.

The four lane Highway 20 Corridor is the City's Main Street, and runs from Boston Massachusetts to Newport, Oregon. Approximately 10,000 vehicles travel through this corridor daily. The City is actively working on increasing tourism and attracting more local businesses to our downtown corridor, and is beginning implementation of its Downtown Streetscape and Parking plan. The Streetscape Plan will also include mobility improvements and additional destinations adjacent to Highway 20. A large number of electric vehicles currently travel on Highway 20 through Sweet Home, and even more are expected after additional charging options begin operation.

The purpose of this RFP is to select a firm or team of firms to partner with the City on this exciting new initiative by constructing the improvements and providing the services described in this RFP.

The City of Sweet Home currently has no publicly available electric vehicle charging stations. The objective of this project is to install and operate two DC fast charging electric vehicle charging stations on 10th Avenue in Sweet Home. The City has acquired funding from Pacific Power through the Oregon Clean Fuels Electric Mobility Grant program.

10th Avenue between Main Street and Long Street is currently configured for two-way traffic. This one-block long street only serves a few properties, and mostly serves as a link between Main Street and Long Street. The City recently adopted a Downtown Streetscape and Parking Plan that calls for this portion of 10th Avenue to be converted to one-way traffic, flowing from north (Main Street) to south (Long Street), and be reconfigured to include 90-degree, head-in parking spaces. In conjunction with this project, City staff will make this traffic flow conversion and mark the new parking spaces. The two parking spaces closest to Main Street are the planned location of the charging stations. Pacific Power conducted a feasibility study for charging stations at this location, and their report is included in this RFP posting for

informational purposes.

The City is willing to approve up to two separate contracts for this project: one to procure equipment, and design and construct the charging stations, and another to maintain and operate the stations. Respondents are welcome to submit proposals for either or both portions of the project.

The estimated period for this project is approximately March, 2023 through May, 2024.

1.2 Scope of Services

The selected team shall accomplish the previously mentioned objectives, including, but not limited to:

- Full designs of the charging station and all required infrastructure (extension of power lines, trenching, any necessary concrete and paving, etc.).
- Procurement and installation of two (2) DC Fast Charging Stations (ChargePoint Express 250 Stations, or similar) in the approximate location identified in the attached preliminary site plan.
- Operation and maintenance of the charging stations for a period of at least five (5) years, including collection of user fees, and necessary repairs.
- Comply with all applicable local and state regulations and policies.

1.3 Procurement Process and Schedule

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

Activity	Date
Issue RFP	January 13, 2023
Proposal Due Date	February 17, 2023
Review and Scoring of Proposals	February 20-24, 2023
Negotiations	March 6-10, 2023
Notice of Intent to Award	March 17, 2023
Award contract	March, 2023

1.4 City Rights and Options

The City, at its sole discretion, reserves the following rights:

- To supplement, amend, add to, delete from, substitute, and/or change this RFP at any time.
- To determine which Proposer, if any, should be selected for interviews and/or negotiations.
- To reject any or all proposals or information received pursuant to this RFP.
- To cancel this RFP with or without the substitution of another RFP or pre-qualification process.
- To request additional data or information after the submittal date, if such data or information is considered pertinent, in the City's sole view, to aid the review and selection process.
- To conduct investigations with respect to the qualifications and experience of each Proposer.
- To take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interests of the City.
- To require one or more Proposers to supplement, clarify or provide additional information necessary for the City to evaluate the proposals received.

- i. To waive any minor defect or technicality in any proposal received.
- j. To reject any portion of any submittal and/or reject all submittals, to waive any informalities or irregularities in the submittals or to re-advertise.

1.5 Expense of Submittal Preparation

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

1.6 Public Records

All proposals submitted are the property of the City of Sweet Home, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279B.060(6) for similar personal services contracts. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure.

If any submittal contains confidential, technical, financial, or other types of information, the Proposer must clearly label as "Proprietary" the specific portions sought to be kept confidential and specify the exemption that the consultant is relying upon. Marking all, or substantially all of, a response as confidential may result in the response being considered non-responsive by the City. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law. By responding to this RFP, Proposers waive any challenge to the City's decisions in this regard.

Notwithstanding the foregoing, Proposers recognize and agree that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

1.7 Questions/Clarifications Request

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Proposer. Proposers must request such interpretation or clarification in writing from the City. If any Proposer has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document, or otherwise requires clarification, such matters should be submitted in writing no later than 4 p.m., local time on February 3, 2023, to:

Blair Larsen
Community & Economic Development Director
3225 Main Street
Sweet Home, Oregon 97386
Email: blarsen@sweethomeor.gov

Note: Only written or email contacts will be acknowledged.

Any and all such interpretations and supplemental instructions will be made in the form of written addenda which will be sent to all recipients of the RFP and shall become part of this RFP. Copies of all questions and answers, and any addenda to supplement the RFP, will be sent by email to each Proposer no later than four days prior to the proposal due date. Only formal written responses to properly submitted questions will be binding.

Contact with City officials (other than Blair Larsen, Community & Economic Development Director) is not allowed and will be considered as grounds for disqualification from the selection process.

1.8 Equal Opportunity Requirements

The selected Proposer, in the performance of all services, will not discriminate based on age, race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, or disability.

1.9 Protest Procedures

1.9.1 Protests of Solicitation

Proposers are directed to the protest procedures contained in ORS 279B.405 and OAR 137-047-0730. A prospective Proposer may file a protest of the solicitation if the prospective Proposer believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. Protests shall be submitted to the City in writing no later than ten (10) days prior to the solicitation closing date.

1.9.2 Protests of Contract Award

Proposers are directed to the protest procedures contained in ORS 279B.410 and OAR 137-047-0740. A Proposer may protest the award of a public contract or a notice of intent to award a public contract, whichever occurs first, if:

(a) The bidder or proposer is adversely affected because the bidder or proposer would be eligible to be awarded the public contract in the event that the protest were successful; and

(b) The reason for the protest is that:

(A) All lower bids or higher ranked proposals are nonresponsive;

(B) The contracting agency has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;

(C) The contracting agency has abused its discretion in rejecting the protestor's bid or proposal as nonresponsive; or

(D) The contracting agency's evaluation of bids or proposals or the contracting agency's subsequent determination of award is otherwise in violation of this chapter or ORS chapter 279A.

Protests shall be submitted to the City in writing no later than seven (7) days following the notice of intent to award.

2 Proposal Submission Instructions and Requirements

2.1 General Instructions and Submittal Deadline

Proposers shall provide three (3) hard copies (one of which must be original) and one electronic PDF copy of the Proposal to:

Blair Larsen
Community & Economic Development Director
3225 Main Street
Sweet Home, Oregon 97386
blarsen@sweethomeor.gov

Proposals are due on **February 17, 2023 by 4 p.m. local time**. The package shall be clearly

labeled "Sweet Home Downtown Electric Vehicle Charging Station."

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

2.2 Format for Proposals

Please submit written proposals in compliance with the following organization:

1. Introductory Letter
2. Staffing Plan
3. Consultant Qualifications.
4. Project Understanding and Approach
5. References
6. Pricing

Narrative pages are to be on 8 ½ x 11 paper and all materials shall be bound into one volume. A clear and concise presentation of information is encouraged.

Consultants are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the consultant to organize the information required by this RFP as outlined may result in the City, at its sole discretion, disqualifying the consultant from further consideration.

2.2.1 Introductory Letter

The City is interested in learning more about you and your interest in this project. Please submit an introductory letter expressing why you want to partner on this initiative. The letter will also name the person(s) authorized to represent the consultant in any negotiations and name of the person(s) authorized to sign any contract which may result. The letter will identify insurance coverage carried by the consultant. The letter will be signed by an authorized representative of the consultant.

2.2.2 Proposal Contents

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

- At least three public sector projects of similar scope or objectives.
- Good legal standing.
- Ability to provide the work needed by the City to the standards required by the City.
- Demonstrate the ability to furnish insurance coverage as specified in Section 7 of the attached contract form.

Desired Qualifications: This is a very exciting project for the City of Sweet Home. Proposers shall demonstrate their ability to undertake the Electric vehicle Charging Station Project by providing the technical qualifications of the Proposer, individual team members and subconsultants, if applicable. The City reserves the right to conduct an independent investigation of the Proposer's technical qualifications by contacting references, accessing public information, or contacting independent parties. Additional information may be requested during the evaluations of technical qualifications. The Proposer shall provide the following sections to demonstrate its technical qualifications:

Corporate Profile & Legal Qualifications

- Include the full name, tax identification number, main office address and telephone and

facsimile numbers of the Proposer and the principal contact person. This shall include a description of the firm or organization (corporation, partnership, etc.) that will serve as the contracting party.

- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Name of the individual who will serve as the project lead.
- Identify proposed subconsultants, if applicable.
- Demonstrate good legal standing in Oregon (no bankruptcy in the last 10 years, no fraud, no illegal activities).
- If applicable, identify ownership status and/or employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses.

Technical Experience & Qualifications

- A current résumé for the individual who will serve as the project lead, including a description of qualifications, skills, and responsibilities.
- The names of professional persons who will assist the project lead in performing the work and a current résumé for each, including a description of qualifications, skills, responsibilities, professional registrations and certifications, and office location.
- Availability of support staff.
- Organizational chart identifying members of the team, including subconsultants, who would be assigned to this project. The chart should clearly delineate roles and responsibilities of the various team members.
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used and proof of adequate professional liability insurance for any subconsultants.
- Description of Proposer's project management techniques.
- Description of similar previous work demonstrating quality of work, ability to meet schedules, cost control and contract administration.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided, if available. (For all references, please include names, phone numbers, and description of work performed.)
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the City. Conflict of interest is defined for purposes of this RFP and any resulting contract as proposer's provision of services to any private property owner or developer within the City's jurisdictional boundaries.

3 Review and Evaluation

Submissions received in response to the RFP will be evaluated for compliance with the minimum required qualifications identified below. Proposals meeting these requirements will be forwarded to an evaluation committee that will independently score each proposal according to

the scoring criteria listed below.

3.1 Minimum Required Qualifications

Failure to comply with one or more of the following criteria will result in rejection of the proposal:

1. A duly authorized representative empowered to bind the consultant must sign the proposal.
2. Documentation of the Proposer’s ability to provide the required insurances specified in Section 7 of the attached contract form.

3.2 Scoring Criteria

All responsive proposals from qualified consultants that meet the minimum required qualifications will be evaluated on the following criteria:

<p>Staffing Plan. Provide a firm overview and qualifications for providing the Services. List key team members who will be assigned to this project, their roles and responsibilities, and their qualifications and experience.</p>	30%
<p>Firm Qualifications. Demonstrate ability to provide responsive services to assist City throughout the Project, based on the amount and type of staff resources available to perform the Services. This may include resources available for the duration of the Project, examples of similar projects that the firm has completed, the firm’s experience with local governments and public input processes, internal procedures or policies associated or related to work quality and cost control, management and organization capabilities, etc.</p>	30%
<p>Project Understanding and Approach. Demonstrate a clear and concise understanding of the Services, including, without limitation, a basic or preliminary understanding of the Project, and the methodology and course of action used to meet the goals and objectives of the Project. The basic issue is whether the firm has a clear and concise understanding of the Project (based on existing information), the major issues to address, and whether a project approach has been formulated. Elements to be considered include, without limitation, the following:</p> <ul style="list-style-type: none"> • The firm’s basic understanding of the Project as demonstrated within the firm’s proposal; • Provision of a clear and concise explanation of Services; • Demonstrate general knowledge of state and federally funded parks and recreation projects; and • Identify unique design issues and recommend timely, effective, and efficient approaches to resolve these issues. • Additional Ideas for Sweet Home’s consideration regarding this project 	30%
<p>References. Provide references and recommendations from at least three current or former clients. References should establish the firm’s or consultant’s demonstrated ability to successfully and reliably complete similar projects.</p>	10%

The City may reject any proposal found to be incomplete, unresponsive, or not in compliance with the format requirements set forth in this RFP. A proposal may be determined to be unresponsive if any aspect is found to be unacceptable or contrary to the best interests of the City. The City reserves the right to reject any and all responses to the RFP and is under no obligation to award a contract.

The City intends to select the best scoring proposal and to negotiate an agreement and price

with that consultant. However, should the negotiations fail to result in an executed agreement with the best qualified consultant, the City may elect to terminate negotiations and begin negotiations with the second-best scoring proposal or cancel the procurement process.

The responsibility for the final selection and negotiation rests solely with the City.

3.3 Selection

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

The City intends to conduct serial negotiations beginning with the highest ranked Proposer pursuant to ORS 279B.060(8)(d). If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. This process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

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

It is the desire of the City to have a contract in place no later than March, 2023.

4 Contract

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

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

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

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

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

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

contract form to meet the best interests of the City with the approval of the City Manager.

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

Exhibit D

Contractor's Proposal



REQUEST FOR PROPOSALS

***Sweet Home Downtown Electric Vehicle
Charging Station***

Proposal Due Date: February 17th, 2023 at 4 PM

**City of Sweet Home
Community and Economic Development Department
3225 Main Street
Sweet Home, Oregon 97386**



NORTH SANTIAM PAVING CO.

SITE DEVELOPMENT AND
ROADWAY CONTRACTORS

41203 Kingston-Lyons Drive SE - PO Box 516 Stayton, OR 97383 - Office: 503.769.3436 - Fax: 503.769.7358 - CCB #53247

February 17, 2023

City of Sweet Home
Mr. Blair Larsen, Community & Economic Development Director
3225 Main Street
Sweet Home, Oregon 97386

Re: Request for Proposals
Project: Sweet Home Downtown Electric Vehicle Charging Station

Dear Mr. Larsen:

North Santiam Paving Co. is a leading provider of professional construction services throughout the Mid-Willamette Valley. We have remained headquartered within Linn County in Stayton, OR since the founding of our family-owned business in 1973. We have achieved success by forming close working partnerships with our clients, subcontractors, and suppliers. Our high-quality work, often recognized by industry experts, has won us many state, city and private project awards for quality and excellence.

Client satisfaction is our number one concern. To achieve this, we demand the highest quality of craftsmanship from all our team members, while dedicating ourselves to honesty, integrity, and family values. This has created a company culture which has driven us to becoming one of the top local civil construction contractors.

While North Santiam Paving provides expertise in civil construction by offering complete design-build capabilities with our engineering and surveying team, construction managers, and skilled field personnel that work together under one roof, our success is largely driven by our subcontractors for the work we cannot perform in house. This is why we have teamed up with another local company residing in Linn County, Jimco Electrical Contracting, Inc. for your project. We have found over the many years of working together that Jimco and NSP share the same core values for client satisfaction, honesty, integrity, family values, and desire to perform the highest quality work.

Similar to North Santiam Paving, Jimco Electrical has become a leading expert in their field of work since their founding over 60 years ago. Jimco has also modeled their business with the understanding that one of the best services they can offer their clients is the design-build process. Just as NSP offers full turnkey capabilities for civil design build, Jimco offers the same capabilities within the electrical field. With an in-house electrical engineer, construction managers with decades of experience, and some of the highest skilled field personnel, Jimco is a leader in their industry.



North Santiam Paving, in conjunction with our team members of Jimco Electrical, feel privileged to be able to have the opportunity to partner with the City of Sweet Home and be able complete the hard work completed by those before us to obtain the critical grant money to bring the first of its kind infrastructure to the downtown area. With the future success of the project, it will surely be the first of many future projects to come to support the green energy initiative in Sweet Home as well as throughout all our local Linn County communities that many of us within our companies call home.

Part of our excitement comes from our success on current and past projects that NSP and Jimco have teamed together on. Our sample projects are included within this proposal, but one project worth noting that we are currently working together on is our largest EV charger project currently being constructed for Oregon Department of Administrative Services in which we are the general contractor providing the project management, civil and electrical construction for the infrastructure and supporting equipment for 92 chargers across 16 State owned parking facilities.

It is also worth noting our long standing working relationship with the City of Sweet home. We have budgeted, constructed, and worked for the City for several decades on multiple projects and value that working relationship. North Santiam Paving considers Joe Graybill, the City Engineer, and the rest of his staff great colleagues and friends within the industry.

While we will be a team on this project utilizing our expertise in our own respective field of work, North Santiam Paving will be facilitating the role of prime contractor throughout the course of the contract. A few items to note related to that role:

- ❖ North Santiam Paving Co. is an Oregon Corporation.
- ❖ Ronald R. Bochslar is President and owner of the corporation and has full signatory authority for North Santiam Paving Co.
- ❖ Pete Sipos, North Santiam Paving Co.'s Vice President, will oversee the project; he is the authorized party to represent North Santiam Paving Co. in any negotiations related to the contract resulting from this proposal and is authorized to sign for North Santiam Paving Co.
- ❖ North Santiam Paving Co. has reviewed the project insurance requirements and has insurance in place that meets the requirements, a certificate is included in our proposal.

North Santiam Paving and Jimco Electrical appreciate your consideration in allowing us the opportunity to offer you a complete, inhouse, design build project for your city. Our team will accomplish a successful turnkey project from design, permitting and construction of all required infrastructure for your two DC Fast Charging Stations and be there as partners for the five years of operation and maintenance of the charging stations.

Please feel free to contact me if we can provide any additional information to help assure you that our team is the right candidate for your exciting upcoming project.

Thank you,

Reid Highberger
North Santiam Paving Co.



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STAFFING PLAN AND KEY PERSONNEL

The team selected will provide direction and coordination of all project activities. Managing intricate projects takes an organized and well-trained project team. Our project managers and construction teams have proven time and again that they can handle projects of any size and complexity. Our team adds value by:

- Performing in-house surveying, civil and electrical engineering, and management
- Understanding the design-build process
- Having the knowledge to propose beneficial value engineering ideas

PROJECT LEADERSHIP & MANAGEMENT



Pete Sipos, North Santiam Paving Company Vice President and General Manager, oversees our company's operations including all construction and paving work. Pete has over 35 years of experience working in the construction industry with a focus on asphalt and paving operations. Pete has successfully completed construction contracts in all facets as a subcontractor and as a prime contractor for ODOT, federal agencies, local municipalities and private owner's.



Reid Highberger, Project Manager for North Santiam Paving, will be the main point of contact for this project. Reid has worked on numerous projects over his 18 years of construction experience. Most recently Reid is managing a \$12+ million project for the installation of ninety-two electric vehicle charging stations at sixteen various Oregon Department of Administrative Services Parking Facilities within Salem, Oregon. He has experience managing large projects with phased construction, multiple scopes of work and subcontractors to manage. Reid will oversee the contract and the daily operations of the project. He will be responsible for the Proposed Design Submission, Project Coordination, Progress Meetings, Schedules, Submittal Process, Requests for Information, Change Order

Requests, and Project Billings. Reid's knowledge combined with his take charge attitude make him a great candidate to successfully manage a project like this.



Todd Garcia, Partner/Owner of Jimco Electrical Contracting, has been with the company for over 30 years and is the supervising electrician and project manager for the Salem, OR EVSE charging project. His experience includes a long-term relationship of local customers including ATI, Selmet, TI SQ, Stack, PCT, Knife River, State of Oregon & OMD. Outside of local customers his experience includes Space X Texas Generator relocation from Albany Oregon, Target Distribution Center, Stuarts Draft Virginia. Each of these customers have and continue to be a partner in design, new construction, and maintenance. His interest in EV Charging has formed new working relationships with existing and new customers for the purpose of supporting their EV Charging needs. Todd

recently completed the Knife River Training Center in Linn County, which was a state-of-the-art training center where facilitated the electrical construction completed by Jimco which included the companies first EV Charger.



SUPERINTENDENT/FIELD LEADERSHIP

Dave Haflich with North Santiam Paving will be fulfilling the roll of onsite superintendent on the project. Our crews will self-perform the traffic control, excavation, rocking, trenching of underground utilities/conduit and other miscellaneous appurtenances, as well as, the finished grading, rocking, and paving of the site. Dave generally performs the superintendent duties on our large projects with multiple scopes of work. Dave has over 35 years of experience performing this type of work, including working in areas of high-volume pedestrian and vehicle traffic and other coordination caveats. His organizational skills, combined with his knowledge, experience and training in the field account for his crews operating smoothly. Dave's ability to document areas of work make the task of project close-out and as-built drawings simple to complete at the end of the project.

Colton Hackstedt of Jimco Electrical is a Supervising foreman and journeyman electrician. Colton has been involved in many of Jimco's previous EV Charger projects, including acting as the foreman electrician for the Department of Administrative service project. Colton's attention to detail, planning and communication skills with the power companies are exceptional and serve as a critical piece to keep electrical work on schedule and completed to the highest quality.

ENGINEERING, DESIGN, SURVEYING AND CONSTRUCTION STAKING

Levi Warriner is NSP's in-house Professional Engineer. Levi has experience designing projects including large projects such as multi-phased subdivisions to small projects such as parking lot expansions. Levi will work closely with Reid and the electrical engineer at Jimco Electric Contracting Inc. to prepare a site plan and construction drawings that meets the needs of City and the end user and acquire applicable permitting for the project.

Jesse Krieger is Jimco's Principal Electrical Engineer with nearly 20 years of experience as an electrical engineer and has been a practicing Professional Engineer for over 12 years. His experience has been in designing power and control systems for large industrial facilities in the northwest and supporting power and control systems across the country. He has a BSEE and MBA from Oregon State University and is a certified Project Management Professional. Jesse Krieger will be the design interface with the power company, provide electrical equipment specification and review, and provide support for any charging controls.

Michael Downs is NSP's Professional Land Surveyor. His expertise and experience aid our project from through all phases of construction, from design to construction to post construction documentation. Michael excels at catching potential constructability problems before they become and issue, saving valuable time and money.

Below is a list of other key personnel that will have some involvement with the project:

Name	Title or Position	Years Experience
Ronald R Bochsler (NSP)	President & Construction Manager	48 Years
Dylan Bochsler (NSP)	Treasurer	15 Years
Randy Fischer (NSP)	Dispatch	42 Years
April Hall (NSP)	Contract Administration	23 Years
Casey Bochsler (NSP)	Project Manager / Estimator	22 Years
Tim Kleint (Jimco)	Partner & Construction Manager	36 Years
Jon Marshal (Jimco)	Partner & Construction Manager	33 Years
Bryan Shaffer (Jimco)	Partner & Construction Manager	30 Years
Lyn Hiatt (Jimco)	Office Manager	12 Years



Each member of this team knows the complexity of working on this site and are committed to meeting the project requirements with regards to design, our construction staging area, storage of materials and equipment, parking, and subcontractor management. Our office staff will maintain and submit accurate subcontract records and billing documents.

TEAM QUALIFICATIONS AND EXPERIENCE

As you have seen, the team we have put together for this project is one that we feel is unparalleled within our local industry. As a local design-build civil contractor with vast history of all facets of construction design, management and construction, paired with a long-standing electrical contractor with all the same capabilities and skills for their respective field, we assure you that you will be partnered with the most qualified and local team members.

RELEVANT PAST PERFORMANCE

North Santiam Paving excels in the construction of both new roadways and structures as well as the modernization of existing infrastructure. NSP has a proven track record of designing and delivering projects on-time and under budget to a diverse set of both public and private owners.

Our company has built a solid reputation by constructing difficult projects in challenging environments and under strict timelines. Our construction teams and in-house engineers excel by working together with the owner to complete projects and deliver the highest value to every client.



Our crews will perform 80-95% of the sitework, utilities and surfacing scopes of work. We generally subcontract activities such as, flagging, saw cutting, concrete work, testing services and pavement markings. With your project consisting of civil and electrical work, having Jimco Electrical Contracting Inc. on our team for the electrical design, procurement and installation of charging stations allows us to provide a complete in-house design-build project with very minor outside subcontracting required. We have worked closely with various utility companies, such as Pacific Power, Northwest Natural, and communication companies throughout the state. We understand the coordination and scheduling constraints aspects of working with public utility companies. We have a diverse workforce encompassing many areas of expertise.

Following is a list of relevant projects North Santiam Paving Co. and Jimco Electrical Contracting is currently constructing or has completed in the past several years.



OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES- EAM PARKING LOT AND ELECTRICAL VEHICLE CHARGING UPGRADES

This project includes upgrading, reconstructing and installation of all infrastructure for 92 electrical vehicle charging stations across 16 various state-owned parking facilities around Salem, OR. North Santiam Paving is the Prime Contractor for the project and self-performing all sub management, surveying and staking, excavation, rocking, utility installation, and asphalt paving on the project. Jimco Electrical Contracting is our electrical subcontractor on the project coordinating all aspects of the electrical work for the project including PGE communication and final design, procurement of electrical gear and chargers and installation of all electrical infrastructure. Some key items of the project:

- Obtaining permits for various aspects of our work
- Construction staking for all construction activities
- Install erosion control
- Traffic control and coordination of all sites
- Excavation and rocking
- Installation of new utilities including storm, water, sewer, power, and communications
- Procure and install 92 EV Charging Stations-Including ChargePoint and Multiforce stations
- Coordination and installation of new PGE Primary power to all parking lots to facilitate EV Stations
- Level 2 & 3 ECSE
- Fleet Management System: Kiosk Based Power Management
- Prep and asphalt pavement of parking lots
- Install parking lot lighting, conduit, wires, bases, poles, and light fixtures
- Concrete walks, driveways, ADA ramps, stairs, curbing, charger & electrical gear pads
- Parking lot layout, striping, and signage including ADA stalls
- Installation of parking bumpers and bollards
- Landscaping and irrigation for all associated lots

Contract Amount: \$12,104,000
Completion Date: Summer 2024

State of Oregon
Oregon Department of Administrative Services
1225 Ferry Street SE U100
Salem, OR 97301

Contact: Terry Nunley
 (503) 373-2331



Terry.Nunley@das.oregon.gov



MIDDLE GROVE SCHOOL PARKING LOT DESIGN BUILD

This project included the design, permitting and construction of two asphalt parking lots to replace existing gravel lots. No drawings or design criteria were specified but NSP completed in house surveying, design and engineering, and construction for the two lots. Jimco was brought onto our team of subcontractors to perform the lighting scope of this work. Some highlights of the project include:

- Survey, topo, design, CAD and submit construction drawings for permitting
- Obtain Marion County Permit and approvals
- Construction staking for all construction activities
- Install erosion control – Includes hydro seeding
- Construction of water quality storm treatment and detention system
- Installation of storm system parking lot
- Excavation and base rock for parking lot construction
- Asphalt pave parking lots with Level 2-1/2" hot mix asphalt
- Install parking lot lighting, conduit, wires, 9 poles and bases & 14 light fixtures. (Included electrical connection at building and timer)
- Parking lot layout and striping
- Install Speed Bumps
- Install ADA Signs
- Install parking bumpers along detention ponds
- Shoulder rock all perimeter edges

Contract Amount: \$443,000
Completion Date: October 2019

Mid-Willamette Valley Community
Action Agency Inc.
2475 Center St Ne
Salem, OR 97301



Contact: Tony Castellanos
(503) 585-6232

Tony.castellanos@mwvcaa.org

LOCHNER ROAD IMPROVEMENTS



Contract for 2,800 LF of street reconstruction for the City of Albany. Work including mass excavation of existing road, new curbs, sidewalks, asphalt pavement, railroad work, storm and sanitary sewer, waterline, stormwater treatment and detention facilities, pavement markings, illumination and more. North Santiam Paving Co. performed this work at the Prime Contractor.

Contract Amount: \$2,408,000
Completion Date: October 30, 2020

City of Albany-Public Works
333 Broadalbin St SW
Albany, OR 97321

Contact: Nick Orsborn
(541) 791-0177

nick.orsborn@cityofalbany.net



RED HILLS ESTATES DESIGN BUILD SUBDIVISION

North Santiam Paving contract to design-build a housing subdivision on 22-acres of existing farm ground in Monroe, OR. NSP designed and built a 55-lot subdivision. North Santiam Paving Co. performed:

- Survey, topo, design, CAD and submit construction drawings for permitting
- Obtain Benton County and City of Monroe Permit and approvals
- Construction staking for all construction activities
- Install erosion control – Includes hydro seeding
- Mass excavation and grading to prepare site
- Construction of water quality storm treatment and detention system
- Construction of drinking water and storm sewer systems
- Installation of dry utilities
- Site lighting conduit installation for PGE Lighting
- Rock placement and grading for road base
- Concrete Curbs, sidewalk, and driveways
- Finish asphalt paving of new roadway
- Public Park/green space construction



Contract Amount: \$2,500,000
 Completion Date: October 23, 2019

Contact: Ross Bochsler, Manager
 (503) 871-5553

MILL CREEK CORPORATE CENTER “A STREET” - PACTRUST/CITY OF SALEM



Contract for 4,500lf of new road construction is Salem. Project was built through wetlands creating unique challenges. Work included mass excavation, installation of large box culverts for drainage, underground utility installation, placement and compaction of aggregate, 8” of asphalt paving in new road section, storm water treatment planters and facilities, curb, sidewalks, electrical and illumination installation, and other miscellaneous work. North Santiam Paving Co. performed this work at the Prime Contractor.

Contract Amount: \$4,000,000
 Completion Date: October 2020

Contact: PacTrust
 15350 SW Sequoia Parkway
 Suite 300
 Portland OR 97224
 503.624.6300



JIMCO ELECTRICAL CONTRACTING EV PROJECTS

Enclosed are a few examples of Jimco Electrical projects that specifically pertained to EV Charger station installation outside of projects that North Santiam Paving and Jimco Electrical were teamed up with on:

- **Knife River Training Center**
 - Installation of ChargePoint CT4000 Dual Port Station
 - Reference: Kris Latimer
 - Phone: 541-403-7704; 541-979-9160
 - Email: kris.latimer@kniferiver.com
- **College of Osteopathic Medicine of the Pacific-Northwest**
 - Installation of ChargePoint CT4000 Dual Port Station
 - Reference: Cary Vandetta
 - Phone: 541-570-0411
 - Email: caryvandetta@gmail.com
- **Agility Robotics**
 - Installation of customer provided Leviton EV Charger
 - Reference: Hans Reimers
 - Phone: 541-979-7741
 - Email: hans@rlreimers.com
- **Thomas Elzinga – Energy Services Manager for Consumer Power, Inc.**
 - Installation of ChargePoint CT4000 Dual Port Station
 - Phone: 541-929-8532
 - Email: thomase@cpi.coop
- **Additional References:**
 - Brad Myers – Pacific NW Account Executive for ChargePoint EV Chargers
 - Phone: 509.251.5213
 - Email: brad.myers@chargepoint.com



PROJECT APPROACH AND SERVICES

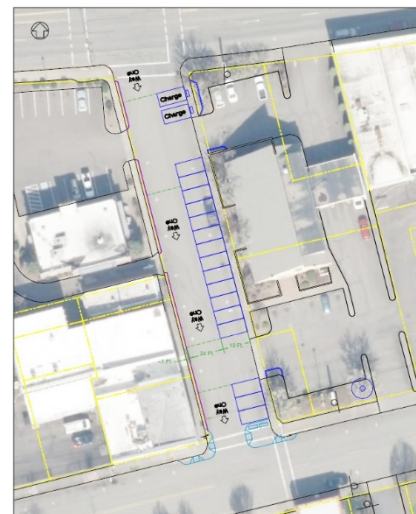
With both our company's vast history of design build projects, we know partnership, collaboration of knowledge of our expertise in respective fields and communication between all parties involved in the key to success. In partnership with the City of Sweet Home, North Santiam Paving and Jimco Electric we are confident we can take this project from an idea to completion. A few key steps for that success are outlined in our below approach:

- Coordination and planning with our customer, the City of Sweet Home, sharing knowledge of installation requirements best suited and agreed too as a team to establish basis of design and engineering.
- Complete in house design, permit and coordination for civil and electrical scope of the project with local governing jurisdictions and utility companies for agreement in construction requirements. This allows



equipment to be ordered which is critical due to current market conditions resulting in longer than normal lead-times.

- Coordination from line item 1 & 2 needs to be communicated with the team as action items to be included for the whole schedule of the project.
- Project planning is critical to eliminate, to the best of our ability, lead times for materials and power company scheduling. This includes direct coordination/procurement of the EV charger equipment. We have already been contacted with the suppliers of the EV Charger equipment for this project for their awareness and pricing.
- Once all design, permitting, pre-planning and materials have been acquired we will begin construction. This eliminates un-needed disruption to the local community and traveling public.
- We see this project being built out of the ground starting from the EV chargers working back to the power source, metering/panel location. This is the same approach we are currently taking on the State of Oregon project to maintain efficiency and flow of construction. We will quickly and efficiently follow up with all needed infrastructure replacement; curbs, walks, asphalt pavement repairs, striping, signage, etc. All this being done while maintaining a safe and professional work environment for the traveling public utilizing our in house Traffic Control Supervisors.
- Continued ongoing project management of on-site crew for the purpose of meeting schedule, budget, quality and performance during the construction phase.
- On-going PM for record drawings/documents for the project will be maintained completely in house for the purpose of an efficient close out with the customer.
- Procurement of ChargePoint CPE250 stations, user interface, warranty service and maintenance plan will be provided during the project for earliest activation to the customer.



North Santiam Paving and Jimco Electric has proven to be successful on multiple projects due to the people both our companies share. We are striving to be at the forefront of this fairly new infrastructure to our local communities and are working our way to becoming the leading local experts in the construction of EV chargers within our industry. Our common interest in partnering together in the EV charging realm is aimed at supporting and bettering our local communities which this is exactly what this project stands for.



ADDITIONAL COMPANY INFORMATION

EQUAL OPPORTUNITY EMPLOYER

North Santiam Paving Company is an equal opportunity employer and does not discriminate. We offer employees above average wages, steady employment, and job security. In turn our individual employees are committed to our company and promote superior workmanship and excellence in all aspects of their work. Our employees look forward to meeting goals, overcoming challenges, and are continuously improving through training and education.

SUBCONTRACTOR PARTNERS

North Santiam Paving Co. works with small, MBE, WBE, and DBE classified businesses regularly on multiple contracts. In the event we need to advertise for subcontractor bids, we do so, at local plan centers, in local news publications, and in minority business publications. We do this to develop business relationships with new, emerging small businesses in our area. Soliciting bids from new subcontractors can be laborious, as they often need mentoring through the process, new companies often do not have experience yet in completing contracts and have to be guided through the entire process, starting with obtaining bid documents. In addition, they need guidance during each step of the construction process including submittals, certified payroll reporting, invoicing, and other contract requirements. North Santiam Paving Co. does not discriminate against subcontractors or suppliers during our bid solicitation process but rather base our selections on the firms' qualifications, evaluation of the bid and the bidder's references.

BENEFITS TO THE LOCAL ECONOMY

North Santiam Paving Company utilizes local businesses during construction for purchasing small tools and equipment rental needs. Employees, who all live in the mid-Willamette Valley, are encouraged to reside near the jobsite utilizing retailers, food establishments and lodging in the area. We will hire local businesses for subcontracting needs such as trucking and traffic control. We support our own community by donating to local area schools and charities.

COMMITMENT TO QUALITY

Our company is dedicated to promoting superior workmanship through development of strong individuals committed to excellence in all aspects of work and continuous improvement throughout the company. We are a leader in the industry, proven by over 30 Awards for Excellence from our peers and industry associations. North Santiam Paving Co. has also received correspondence from numerous municipalities and individuals thanking the company and crew for providing such a quality product and performing the work in a timely manner with an excellent crew. We are excited to bring this devotion to excellence to your project and provide a product that will enhance the local community.



SAFETY

North Santiam Paving Co. is committed to safety. We provide a safe work environment for our employees and monitor their processes. With training and education we provide our employees with the knowledge, tools and equipment to perform their work in a manner that is safe to everyone involved. North Santiam Paving Co. provides annual training to keep our employees current on industry standards and best practices, as well as, eligible to work in rural or densely forested areas. We also provide employees with opportunities to take classes and receive industry certifications. To provide the best training for our employees North Santiam Paving Co. utilizes industry professionals such as:



- Asphalt Paving Association of Oregon
- Associated General Contractors
- OSHA Training Courses
- C.N.A. School of Risk Control Excellence
- SAIF Corporation Trainings & Seminars
- Northwest College of Construction

INSURANCE AND BONDING

Joel Dietzman and our team of representatives at Anchor Insurance & Surety, Inc. in Portland, Oregon handle our liability and auto insurance needs. North Santiam Paving utilizes SAIF Corporation for our Worker’s Compensation Insurance coverage, our account representative is Marc Brandeberry.

Contact information for our insurance agents is listed below:

- Anchor Insurance & Surety, Inc.
Joel Dietzman, Authorized Representative
500 Century Tower, 1201 SW 12th Ave., Portland, Oregon 97205 - (503) 224-2500
- SAIF Corporation
Marc Brandeberry, Account Representative
500 Century Tower, 1201 SW 12th Ave., Portland, Oregon 97205 - (503) 224-2500

Our current Experience Modification Rate is 0.73. See Chart below for past EMR rates:

2022-23	0.77
2021-22	0.95
2020-21	0.79



We have built solid relationships with these agencies over the years. The agencies, as well as, the carriers recognize our commitment to safety. Our liability insurance carrier, Travelers Insurance Company, also provides our company with a Safety and Loss Consultant, Jeffrey Smith. Jeff provides training and visits our jobsites and our shop/yard location on a regular basis. North Santiam Paving Co. was awarded the Leadership in Safety Award by C.N.A., our previous liability insurance carrier.

Robert Walsh of Federal Insurance Company has handled our surety needs since 1974, in conjunction with the local insurance agent, Deborah Ford-Bates of Rhodes Warden Insurance Agency.

Contact information for our bonding company and agent is listed below:

- Federal Insurance Co. – Chubb Group
Robert Walsh, Regional Surety Manager
2603 Camino Ramon, Suite 300, San Ramon CA 94583 – (925) 598-6005
- Rhodes Warden Insurance Agency
Deborah Ford-Bates, Agent
PO Box 190, Stayton, OR 97383 – (503) 769-7105

PRICING AND COST CONTROL

Should we have the privileged of partnering with the City of Sweet Home to bring this first of its kind infrastructure to the local community, you will be assured that you will be receiving the most cost efficient way to construct a project. Utilizing the design build process, we bring to the table decades of construction knowledge and in house design to allow your project to be designed and built to the highest standard and most efficient way possible.

If awarded, we will work as a team to understand and work within the budget set forth for the project. Having a long history of working on projects with grants and other sources of funding, we have a vast knowledge of budget limitations and assuring the owner that the cost savings of the design build process for a project are typically substantial compared to the traditional use of outside consultants to design a project who may not have the construction experience we bring forth to the team.

CLOSING REMARKS

In closing, we would like to congratulate the City of Sweet Home on the procurement of their grant for the project. A significant amount of work was surely spent on securing these critical funds to bring this exciting, first of its kind, project and infrastructure to the city and local community. North Santiam Paving Co. and Jimco Electrical Contracting Inc. would be honored to partner with you on such a rewarding project for our local community many of us call home. We have no doubt, through partnership and valuable skills each member of this team brings forth to the project, would make this project a success and a model project for surely many more to come in the future.

ENCL-

Certificate of Insurance





February 13, 2023

City of Sweet Home
Community & Economic Development Department
Attn: Blair Larsen
3225 Main Street
Sweet Home, OR 97386

RE: North Santiam Paving Co. – Insurance Certification
Sweet Home Downtown Electric Vehicle Charging Station

Blair Larsen:

I am writing to you at the request of North Santiam Paving Co. It is my understanding that North Santiam Paving Co. is pre-qualifying with your agency for the Sweet Home Downtown Electric Vehicle Charging Station.

My agency represents North Santiam Paving Co. in their commercial insurance matters. Attached, please find an ACORD Certificate of Insurance outlining the current coverages of North Santiam Paving Co. The policies are set to renew on March 1st, 2023, and all required coverages will be in place on or before that renewal date. We have several quotes in-hand to raise the professional liability coverage limit from \$1,000,000 per claim to \$2,000,000 per claim per 7.1(d) – and will have that coverage in place prior to commencement of the work per 7.7.

North Santiam Paving Co. is financially solid and its management and personnel enjoy an enviable reputation in our business community for quality work produced on time. If I can be of any help to you on further pre-qualification of North Santiam Paving Co., please do not hesitate to call me at telephone number: (503) 224-2500.

Sincerely,

ANCHOR INSURANCE & SURETY, INC.

Joel Dietzman, CPCU, CRIS, AFSB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anchor Insurance and Surety, Inc PO Box 2808 Portland OR 97208	CONTACT NAME: Kim Lee PHONE (A/C, No, Ext): 503-224-2500 E-MAIL ADDRESS: klee@anchorias.com		FAX (A/C, No): 503-224-9830
	INSURER(S) AFFORDING COVERAGE		
INSURED North Santiam Paving Co PO Box 516 Stayton OR 97383-0516	NORTSAN-01		INSURER A : SAIF Corporation NAIC # 36196
			INSURER B : ACE AMERICAN INSURANCE COMPANY NAIC # 22667
			INSURER C : Charter Oak Fire Ins. Co. NAIC # 25615
			INSURER D : Travelers Property Casualty Co. of America NAIC # 25674
			INSURER E :
			INSURER F :

COVERAGES

CERTIFICATE NUMBER: 472279958

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> JOBSITE POLLUTIO <input checked="" type="checkbox"/> LOGGERS BFPD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	DT-CO-0T79694A-COF-22	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LOGGERS BFPD \$ 1,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-0T795388-22-26-G	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ POLLUTION \$ 1,000,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-0T797658-22-26	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	812128	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER OR E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	<input type="checkbox"/> PROFESSIONAL & POLLUTION <input type="checkbox"/> PROFESSIONAL & POLLUTION			EON G21636988 021	3/1/2022	3/1/2023	ANY ONE LOSS 1,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and all other entities are additional insureds when specified by written contract. Coverage is primary & non-contributory and includes waiver of subrogation when required by written contract. All subject to the terms, conditions and exclusions of the policies. Endorsements attached: CGD246 0419, CGD316 0219, CAT353 0215, CAT499 0216 & WC000313. Umbrella Excess Liability goes over General Liability, Loggers Broad form Property Damage, Auto and Employers Liability
Sweet Home Downtown Electric Vehicle Charging Station.

CERTIFICATE HOLDER**CANCELLATION**

City of Sweet Home
 Blair Larsen, Community and Economic Director
 3225 Main Street
 Sweet Home OR 97386

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
 - (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

Carrier no: 20001

Endorsement no: WC000313
(Ed. 430B)

SAIF policy: 812128 North Santiam Paving Co

Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Description: ALL OPERATIONS

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

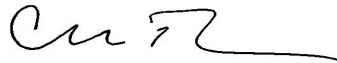
This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

Effective date: October 01, 2022

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned September 23, 2022 at Salem, Oregon



WC000313
(Ed. 430B)

Chip Terhune
President and Chief Executive Officer

Exhibit E

Contractor's Schedule of Rates and Charges
Contractors Price Proposal

(Insert Sweet Home Downtown EV Charging Station Cost Proposal Rev 1)



April 17, 2023

City of Sweet Home
Mr. Blair Larsen, Community & Economic Development Director
3225 Main Street
Sweet Home, Oregon 97386

Re: Pricing Proposals - Rev. 1
Project: Sweet Home Downtown Electric Vehicle Charging Station

Dear Mr. Larsen:

Following up from your email on Friday 4/14/23, the City has asked to design the system with the plan on having up to four charging stations in the future. We have redesigned the electrical service from a 200A/480V service to a 400A/480V service with future distribution for up to (3) three additional CPE 250 Fast Acting Chargers. The future distributions would be terminated at the next sequential station location, capped, and left underground with a traffic rated J-box for future build out to intercept and continue. This has been priced by the following scope of work, presented as option "C" below:

3. (C) One CPE 250 Charger with Distributions for Three Future Chargers

- Coordination with Utility Company and associated agencies for new electrical service as outlined in the preliminary site plan
 - Includes plan review with Linn County as required for 400A service
 - Includes permitting and inspections as needed
- Engineering and Management required for prescribed work
- Traffic, Pedestrian, and Erosion control as needed during construction
- Provide and install new 400A/480V service with future distributions for (3) three CPE 250 Fast Acting Chargers by Charge Point, including concrete pad for MDP
 - Four 100A circuit breakers included for one stalled charger and three future chargers
 - Based on Charge Point CPE250 requirements outlined in Exhibit A of RFP
 - See attached service location per site plan schematic
- Provide and install underground conduit from new electrical service to proposed installed charger location and (3) three conduits for future chargers ended in traffic rated J-box at proposed future charger location to be intercepted and continued in the future
- Replacement of all hard surface including sidewalk, curb, and asphalt pavement disturbed during construction



NORTH SANTIAM PAVING CO.

SITE DEVELOPMENT AND
ROADWAY CONTRACTORS

41203 Kingston-Lyons Drive SE - PO Box 516 Stayton, OR 97383 - Office: 503.769.3436 – Fax: 503.769.7358 - CCB #53247

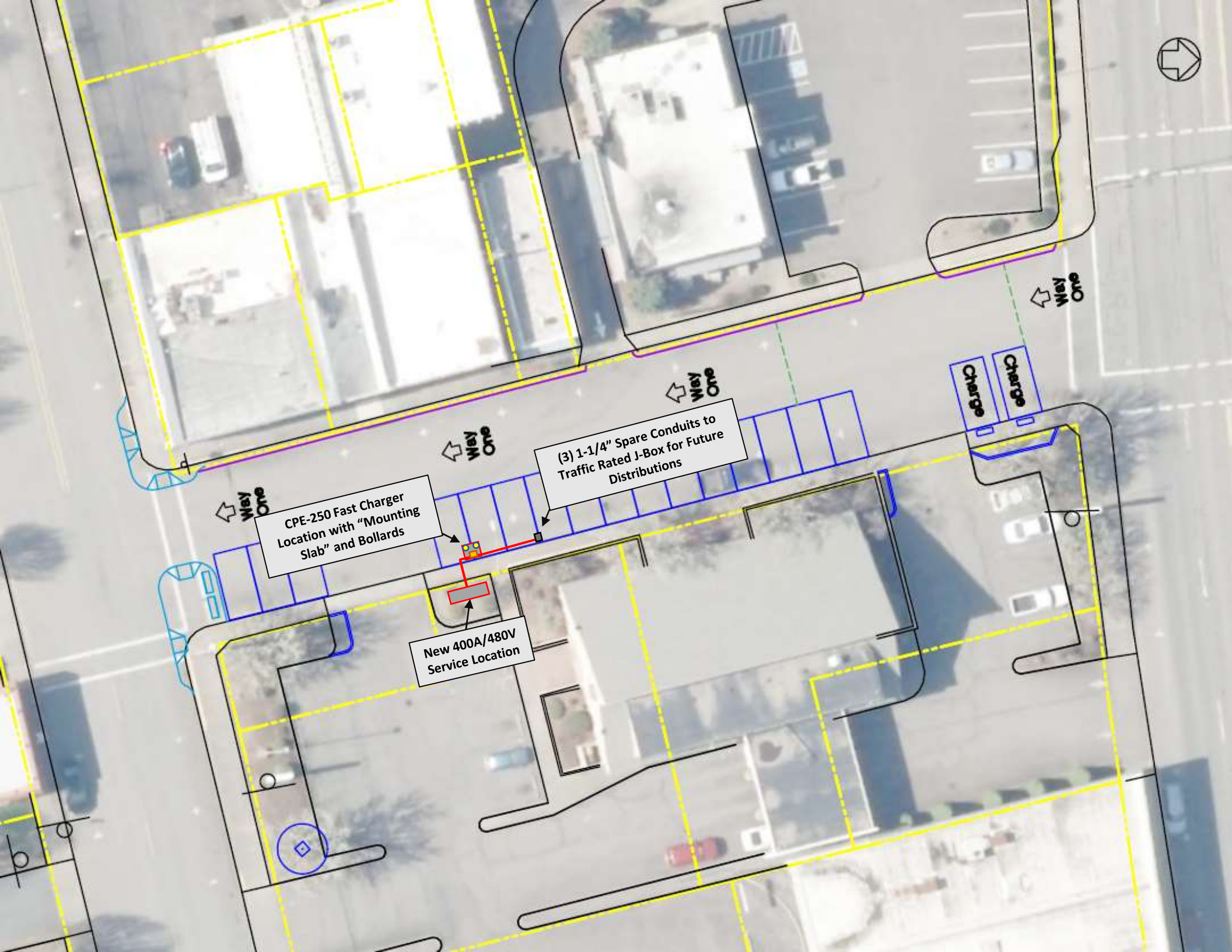
- Provide installation of one CPE250 Charger as shown on the attached site plan
 - Per CPE 250 Installation Guidelines
 - Includes concrete “mounting” slab for CPE 250 and bollards
- Provide and install bollards for protection of charging station
- Restripe any stripping disturbed during construction
- Restore landscaping disturbed during construction
- Includes CPE250 Assure-5-year warranty and associated commissioning
- Includes 5-year Cloud Plan Subscription

TOTAL COST: \$194,200

Please review the above pricing and third option for the City to consider. As with the other pricing, this excludes any utility improvements that will be completed by Pacific Power and the Owner for the new service. Please use this as an additional basis for future discussions with the City of Sweet Home, Jimco Electrical, and North Santiam Paving.

Thank you for your consideration.

Reid Highberger



Way One

Way One

Way One

Way One

CPE-250 Fast Charger Location with "Mounting Slab" and Bollards

(3) 1-1/4" Spare Conduits to Traffic Rated J-Box for Future Distributions

New 400A/480V Service Location

Charge

Charge

Express 250

Specifications and Ordering Information



High Power in a Small Footprint

Ordering Information

The order codes below represent specific product configurations. Other product options are available. Please contact ChargePoint Sales for information and order codes.

Hardware

Description		Order Code
Model	Express 250 Station includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA)	CPE250C-625-CCS1-CHD
	Express 250 Station includes 2x Power Modules, 1x CCS2 cable, 1x CHAdeMO cable (EU)	CPE250C-625-CCS2-CHD
Connector Options	Cable connectors available include CCS1, CCS2, and/or CHAdeMO. Cables can be ordered with a single connector or a combination.	Please contact ChargePoint Sales
Buy America	The Express 250 is compliant with the Federal Transportation Authority (FTA) and Federal Highway Administration (FHWA) Buy America Options.	Please contact ChargePoint Sales

Software & Services

Description		Order Code
ChargePoint Enterprise Cloud Plan <i>Note: Station activation is included in this plan.</i>		CPCLD-ENTERPRISE-DC-n*
ChargePoint Assure® — Prepaid Assure Plan for one Express 250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.		CPE250-ASSURE-n*
ChargePoint Assure® — Assure Plan for one Express 250 and invoiced annually. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.		CPE250-ASSURE-n-COMMIT*

ChargePoint Express 250 Datasheet

Commissioning Service: includes on-site validation and inspection of electrical, mechanical, installation, wiring and civil parameters for the Express 250 station.	CPE250-COMMISSIONING
Commissioning Service: includes both the installation and commissioning of the Express 250 station.	CPE250-INSTALL-COMMISSIONING

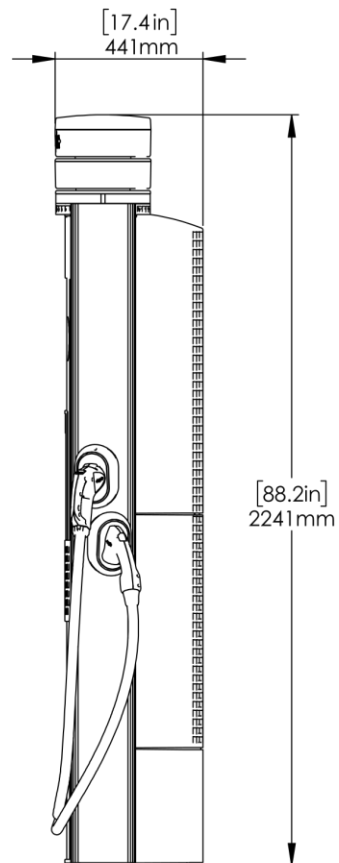
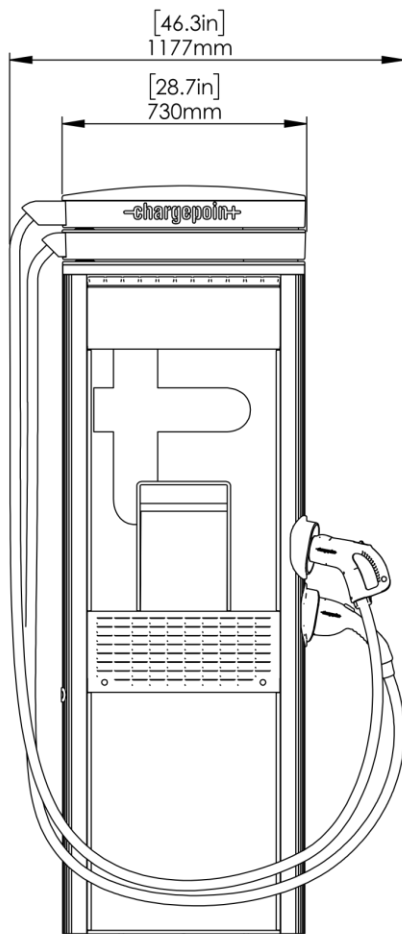
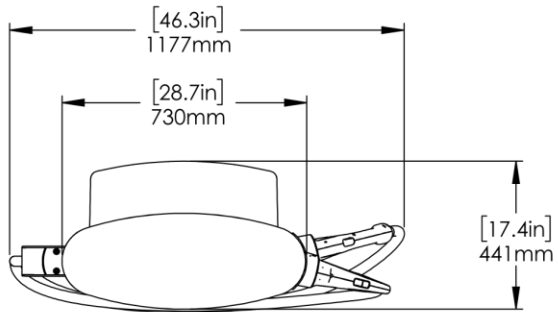
Note: All Express 250 stations require a cloud plan.

*Substitute *n* for desired years of service (1, 2, 3, 4 or 5 years).

Order Code Information

If ordering this...	...the order code is
Express 250 Station includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA)	CPE250C-625-CCS1-CHD

Architectural Drawings (Dimensions)



General Specifications

Station Electrical Input

Input Rating	400V AC, 3-phase, 96A, 50 Hz 480Y/277V AC, 3-phase, 80A, 60 Hz
Wiring	L1, L2, L3, Neutral & Earth

Station Electrical Output

Max Output Power	62.5 kW
Output Voltage, Charging	200–1,000V DC
Max Output Current	156A
Max Modules per Station	2

Paired Station Electrical Output

Paired Max Output Power	125 kW
Paired Max Output Current	CCS1: 174A or 200A CCS2: 200A CHAdeMO; US: 140A, EU: 125A

Power Module

Max Output Power	31.25 kW
Max Output Current	78 A
Power Conversion Efficiency	> 95%
Power Factor	0.99 at full load
Harmonics	iTHD < 5% (Complies with IEEE 519 Requirements)
Power Module Cooling	Liquid Cooling Technology

Functional Interfaces

Max Connector Types per Station	Up to two different connector types per station
Supported Connector Types	CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23)
Cable Length with Swing Arm*	Full Horizontal Reach: 4.27m (14')
LCD Display	Full-color 254 mm (10 in) display for driver interaction
Top Display	Full-color 508 mm (20 in) LED display for notifications
Authentication	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR) Tap to Charge (NFC on Apple & Android): 15118-2 (EIM) Remote: Mobile and in vehicle (if supported by vehicle)

*Horizontal reach to typical vehicle charging port: 3.76 (12'4")

Connectivity Features

Vehicle Safety Communication	CHAdeMO – JEVS G104 over CAN, CCS1 – SAE J1772 over PLC and CCS2 — IEC 61851-23
Plug-Out Detection	Power terminated per JEVS G104 (CHAdeMO), SAE J2931 (CCS1) and IEC 61851-23 (CCS2)
Local Area Network	2.4 GHz and 5 GHz WiFi (802.11 b/g/n)
Wide Area Network	4G LTE (fall back to 3G GSM)
Supported Communication Protocols	OCPP
Service and Maintenance	Remote system monitoring, diagnostic, and proactive maintenance

Safety and Operational Ratings

Station Enclosure Rating	Type 3R, IP54
Station Impact Rating	IK10
Safety and Compliance	UL and cUL listed: complies with UL 2202, UL 2231-1, UL 2231-2, CSA 107.1 CE marking: complies with IEC 62196, IEC 61851

ChargePoint Express 250 Datasheet

Station Surge Protection	Tested to IEC 6100-4-5, Level 5 (6 kV @ 3,000A). In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	U.S.: FCC part 15 Class A; EU: EN55011, EN55022 and IEC61000-4
Storage Temperature	-40°C to 50°C (-40°F to 122°F)
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Operational Altitude	<3,000 m (<9,800 ft)
Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing

Generic Specifications

Station Enclosure Dimensions	2,241 mm H x 730 mm W x 441 mm D (7'4" x 2'5" x 1'5")
Power Module Dimensions	760 mm H x 430 mm W x 130 mm D (2'6" x 1'5" x 5")
Station Weight (without Power Modules)	250 kg (551 lb)
Power Module Weight	45 kg (98.5 lb)

Energy Management Features

Dynamic Power Management	Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per station
Remote Energy Management	Manage output power via the ChargePoint Admin Portal, API, and Open ADR 2.0b VEN

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document



ChargePoint, Inc.
240 East Hacienda Avenue
Campbell, CA 95008-6617 USA

+1.408.841.4500 or
+1.877.370.3802 US and Canada toll-free

chargepoint.com

Contact Us

Visit chargepoint.com

Call +1.408.705.1992

Email sales@chargepoint.com

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* Listed by Underwriters Laboratories Inc.





REQUEST FOR COUNCIL ACTION

Title: Application for Naming Publicly Owned Facilities: Graybill Plaza

Preferred Agenda: April 25, 2023

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: N/A

Towards Council Goal: N/A

Attachments: Application for Naming Publicly Owned Facilities for the Plaza at Sankey Park
Aerial Map of the plaza at Sankey Park
Resolution No. 32 for 2016: Policy for Naming Publicly Owned Facilities

Purpose of this RCA:

The purpose of this RCA is to review an application for naming a publicly owned facility.

Background/Context:

In 2016 the City Council adopted the attached resolution outlining the policy and process for naming public owned facilities.

Based on feedback from City residents and employees, Staff have drafted the attached application for naming publicly owned facilities. This application was reviewed by the Park & Tree Committee at their April 19, 2023 meeting, at which the Committee recommended that the application be approved.

As a 26-year employee of the City of Sweet Home, Joe Graybill made significant contributions to the livability of the City by working to improve public infrastructure such as roads, sidewalks, and parks. Much of his work involved going above and beyond his assigned duties as he worked to bring improvements to his community. The plaza area in Sankey Park is a part of the City which Joe himself designed, and which has no name at this time. We think it fitting to name the area Graybill Plaza in his honor. This would not affect any existing names of City-owned facilities.

The Challenge/Problem:

How does the City respond to requests to name public facilities?

Stakeholders:

- Sweet Home Residents – Residents rely on the City Council and City Staff to manage public facilities in their behalf, which includes the naming of those facilities.
- Sweet Home City Council – The City Council is responsible for ensuring that the City’s facility naming policy is followed properly and is responsible for the final approval of applications for naming or renaming a City facility.
- Facility Naming Applicants – Applicants deserve to have their requests reviewed in an open and fair process.

Issues and Financial Impacts:

The City’s policy for naming publicly owned facilities includes fees to be paid by the applicants. In this case, since the City itself is submitting the application, the fee has been waived.

This application does not include any signage or memorials that would physically identify the name of the plaza. Such measures would have an undetermined fiscal impact, and could be included in future park improvements, but none have been requested at this time.

Elements of a Stable Solution:

A stable solution includes a decision on the application that follows the City’s adopted policy.

Options:

1. Do Nothing – If the Council chooses to do nothing, then the process would go no further, and the application would by default be denied.
2. Approve the Application and direct staff to schedule a Public Hearing on the matter as outlined in City Policy – A public hearing allows interested parties to speak on the issue, and would be followed by a final vote on the matter by the City Council.
3. Deny the Application – Denying the application would end the process—no public hearing would be scheduled, and the plaza would not be named at this time.

Recommendation:

Staff recommends option 2: Approve the Application and direct staff to schedule a Public Hearing on the matter as outlined in City Policy.



City of Sweet Home

Application for Naming Publicly Owned Facilities

The Sweet Home City Council has sole responsibility for establishing formal legal names for City-owned facilities. The policy for naming Publicly Owned Facilities is attached. Please complete the following form. Return the completed form and the appropriate fees to City Hall for consideration.

<i>Publicly Owned Facilities or Property Considered for Naming:</i> Plaza area at Sankey Park	
<i>Current Name:</i> None	<i>Proposed Name:</i> Graybill Plaza

<i>Applicants Name:</i>	Blair Larsen, Community & Economic Development Director		
<i>Organization:</i>	City of Sweet Home		
<i>Contact Info:</i>	<i>Address:</i> 3225 Main Street		
	<i>City:</i> Sweet Home	<i> State:</i> OR	<i> Zip:</i> 97386
	<i>Email:</i> blarsen@sweethomeor.gq		<i> Phone:</i> 541-571-1888

Please provide an explanation of why the City should take this action:

As a 26-year employee of the City of Sweet Home, Joe Graybill made significant contributions to the livability of the City by working to improve public infrastructure such as roads, sidewalks, and parks. Much of his work involved going above and beyond his assigned duties as he worked to bring improvements to his community. The plaza area in Sankey Park is a part of the City which Joe himself designed, and which has no name at this time. We think it fitting to name the area Graybill Plaza in his honor. This would not affect any existing names of City-owned facilities.

For Official Use Only			
<i>Date:</i>	<i>Received By:</i>	<i>Fee Paid:</i>	<i>Receipt #:</i>

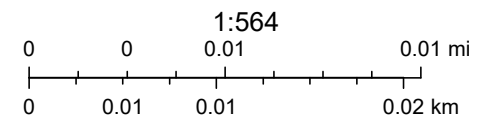
<i>Application Review:</i>	<i>Date:</i>	<i>Recommendations (Approve, Approve with Conditions, Deny):</i>
() <i>Park & Tree Committee</i>		
() <i>City Council</i>		
()		

Sankey Park Plaza



4/19/2023, 2:19:34 PM

- Address
- ▭ City Limits
- ▭ County Boundary
- Roads
- ▭ Tax Lots



Linn County GIS

RESOLUTION 32 for 2016

A RESOLUTION OF THE SWEET HOME CITY COUNCIL ESTABLISHING A POLICY FOR NAMING PUBLICLY OWNED PROPERTIES OR FACILITIES

WHEREAS, the City Council of the City of Sweet Home recognizes the need to establish a policy for naming parks, buildings and other city owned properties or facilities; and

WHEREAS, the City Council recognizes that there are City-owned properties and facilities which already have names commonly known throughout the community; and

WHEREAS, the City Council wishes to establish a procedure for recognizing and honoring persons by naming publically owned facilities after them; and

NOW THEREFORE, THE SWEET HOME CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1. The City of Sweet Home adopts the following Public Facility Naming Policy:

- I. PURPOSE: To establish a uniform policy which will provide direction regarding naming or renaming city owned land, facilities, parks, and buildings, which are compatible with the community interest and which will enhance the values and heritage of the City of Sweet Home.

- II. GENERAL:
 - a. This policy establishes the guidelines, criteria and process for naming or renaming of city-owned property.
 - b. The City Council shall have the final authority to name and rename any or all City-owned property or portion thereof. This shall include the authority to revoke the name of a City-owned property. Names which would be detrimental to the mission or image of the City of Sweet Home will not be used to identify City-owned property.
 - c. The donation of land, facilities, or funds for the acquisition, renovation or maintenance of City-owned property shall not constitute an obligation or establish a right to name any land or facilities granted to the City.

- d. It is the intent of the City Council to keep the name of any existing park, City-owned facility or other City-owned property unless there are compelling reasons to consider a name change.
- e. Official street names and addresses shall be established by the City of Sweet Home in accordance with the policies and procedures already outlined in City policy and Ordinance; the naming of streets and creation of addresses do not fall under this policy.
- f. All costs including staff time, labor and materials associated with the installation of plaques, monuments, and signs will be borne by the individual, group or organization sponsoring the request.

III. NAMING CRITERA:

- a. The size, wording and materials of any memorial or sign associated with the name of a City-owned property shall be reviewed by City staff for compliance with the City's Sign Code. Content of such shall be reviewed by staff and approved by the City Council prior to production.
- b. Whenever possible, naming shall begin early in the development and/or acquisition of City-owned property.
- c. Names shall be appropriate to the park, building or other City-owned facility and are encouraged to reflect the following:
 - i. history, flora, fauna, geographic area, or natural geologic features related to the City of Sweet Home;
 - ii. significant historical events, cultural attributes, local landmarks, or a historical figure; or
 - iii. City's ethnic and cultural diversity.
- d. Signs shall be written using the English alphabet.
- e. The City Council may consider the following when making a determination regarding names which honor individuals or families:
 - i. Have they made a lasting and significant contribution to the protection of natural, cultural, or historic resources of the City of Sweet Home; or
 - ii. Have they made significant contribution to the betterment of a specific City-owned property; or
 - iii. Have they made a substantial contribution to the advancement of recreational opportunities within the City of Sweet Home; or

- iv. Are they associated with an economic development or redevelopment activity the City is undertaking; or
 - v. Have they had a positive impact on the lives of Sweet Home residents; or
 - vi. Have they volunteered or worked for the city for ten (10) years or more; or
 - vii. Have they distinguished themselves through military service; or
 - viii. Are they a current or past resident of Sweet Home who has distinguished themselves?
- f. The City Council may name city-owned property after an individual who has served as a city official or was an employee of the City of Sweet Home provided that:
- i. They no longer work for the city: and,
 - ii. They made a contribution over and above the normal duties required by their position; or
 - iii. They had a positive impact on the past and future development of programs, projects or facilities within the City of Sweet Home; or
 - iv. They have made significant volunteer contributions to the community outside the scope of their job; or
 - v. They have had exceptionally long tenure with the City of Sweet Home (at least ten (10) years); or
 - vi. There is significant public support for a memorial to the city official or city employee on the occasion of their death or retirement.

IV. PROCEDURE:

- a. A request to name or rename City-owned property shall be made on an application specifically designed for this purpose (Exhibit A).
- b. Fees associated with administrative and hard costs may be assessed and are the responsibility of the applicant. The administrative and processing fees shall be established by the Sweet Home City Council and shall be reflected on the City's fee schedule.

The fees shown below are intended as a guideline to the applicant. Fees will be assessed on actual costs and will be due throughout the process at the time when expenditures are to be made or prior to staff review. An

applicant may choose to submit fees in a lump sum at the beginning of the process; any unused fees will be returned at the completion of the project.

The City Council has to right to adjust fees at their discretion upon application and consideration at a regularly scheduled City Council meeting.

Action	Fee
Notification of Public Hearing – legal notice includes staff time to process	\$ 400
Packaging, Mailing & Posting	\$ Actual Cost
Cost of Dedication Ceremony	\$ Actual Cost

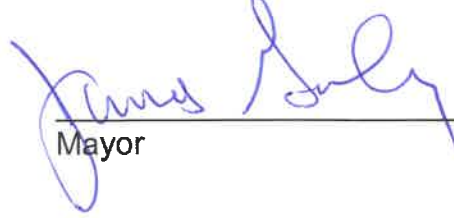
- c. The applicant shall supply clear evidence that the proposed name meets the naming requirements outlined in this policy (See Naming Criteria).
- d. The application will be reviewed by the Sweet Home City Council at a regular City Council meeting. All requests will be given the same consideration without regard to the source of the nomination. Upon a motion by the Council, the application may be sent to committee for further review.
- e. The City Council may return the application to the applicant for further clarification if they so desire.
- f. After City Council review of the application a notice of intent to name a City-owned property shall be posted in public places and published at least once in the City’s paper of record for a thirty (30) day review process prior to City Council decision.
- g. After the thirty (30) day review period is completed a public hearing shall be placed on the agenda of the next regular meeting of the City Council.
- h. City Council will make a decision regarding the proposed name at the same City Council meeting.

If the City Council rejects an application the applicant must wait a minimum of six (6) months before resubmitting the name for consideration.

Section 2. This policy shall take effect on the date of its adoption by the Sweet Home City Council.

ADOPTED this 13th day of December 2016, by the City Council of the City of Sweet Home.

APPROVED BY:



Mayor

ATTEST:



City Manager—Ex-Officio Recorder

City of Sweet Home Application for Naming Publicly Owned Facilities



The Sweet Home City Council has sole responsibility for establishing formal legal names for City-owned facilities. The policy for naming Publicly Owned Facilities is attached. Please complete the following form and return completed form and the appropriate fees to City Hall for consideration.

Publicly Owned Facilities or Property Considered for Naming:	
Current Name:	Proposed Name:

Applicants Name:			
Organization:			
Contact Info:	Address:		
	City	State:	Zip:
	Email:	Phone:	

Please provide an explanation of why the City should take this action:

For Official Use Only			
Date:	Received By:	Fee Pd:	Receipt #:

Application Review:	Date:	Recommendations (Approve, Approve with Conditions, Deny):
() Library Board	_____	_____
() Park Board	_____	_____
() Traffic Safety	_____	_____
() Tree Commission	_____	_____
() City Council	_____	_____
() _____	_____	_____

RESOLUTION NO. 6 FOR 2023

A RESOLUTION ADOPTING CITY OF SWEET HOME PROCUREMENT RULES AND CITY OF SWEET HOME ASSET POLICY AND PROCEDURE.

WHEREAS, Pursuant to Sweet Home Ordinance No. 1167 for 2005 the City Manager shall prepare and maintain rules of procedure appropriate for use by the City governing bid procedures, proposals, advertisements, the awarding of bids and proposals, retainage, claims, liens, bid security, payment and performance bonds, surplus property, exceptions, personal service contracts and other matters involving public contracts, and may devise and publish forms for use therewith; and

WHEREAS, the City Council desires to adopt City of Sweet Home policies for the acquisition, evaluation, and disposition, for the capital and fixed assets of the City.

NOW, THEREFORE, BE IT RESOLVED that the City of Sweet Home hereby adopts the Sweet Home Procurement Policy effective April 26, 2023 attached hereto, made a part hereof and presented herewith pursuant to ORS 279A.065(6) and ORS 279A.070 and hereby adopt the City of Sweet Home Asset Policy and Procedure attached hereto, made a part hereof and presented herewith.

Unless otherwise provided in the Public Contracting Code the exercise of all authorities in the Code and these rules may be delegated and sub-delegated in whole or part. Notwithstanding delegations of authority under this authorization a person's or the City's exercise of the delegated authority is governed by the Code and rules adopted under the Code and the rules adopted hereby.

Resolution 6 for 2005, Resolution 7 for 2017 and Resolution No. 2 for 2019 are hereby repealed.

This resolution shall become effective upon being passed by the City Council and approved by the Mayor.

PASSED by the City Council and approved by the Mayor this 25th day of April, 2023.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

City of Sweet Home

Procurement Policy



Effective April 26, 2023

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I. Introduction.

A. Purpose of Purchasing Policy.

These Rules are adopted by the City Council as the governing body of the City to establish the rules and procedures for contracts entered and purchases made by the City. The City's policy in adopting these Rules is to utilize public contracting and purchasing practices and methods maximizing the efficient use of City resources and the purchasing power of City funds by:

1. Promoting impartial and open competition,
2. Using complete solicitation materials containing a clear statement of contract specifications and requirements, and
3. Taking full advantage of evolving procurement methods fulfilling the City's purchasing needs as they emerge within various industries.

B. Interpretation of Purchasing Policy.

Except as specifically provided in these Rules, public contracts and purchases shall be awarded, administered, and governed according to [ORS Chapters 279A, 279B, and 279C \(Public Contracting Code\)](#) and the Attorney General's Model Public Contract Rules (**Model Rules**), at the time of procurement. Any ambiguities, uncertainties, or conflicts found in these Rules shall be resolved by the City Attorney in writing.

1. In furtherance of the purposes of the objective set forth in *Section I(A)*, the City's intent is these Rules be interpreted to authorize the full use of all contracting and purchasing powers described in [ORS Chapters 279A, 279B, and 279C](#).
2. The Model Rules adopted under [ORS 279A.065](#) shall apply to the contracts and purchases of the City to the extent they do not conflict with these Rules and other rules and regulations adopted by the City.
3. In the event of a conflict between any provisions of these Rules and the Model Rules, the provisions of these Rules shall prevail.

C. Replacement of Previously Adopted Rules.

These rules replace the Contract Review Board rules previously adopted.

D. Specific Provisions' Precedence over General Provisions.

In the event of a conflict between the provisions of these Rules, the more specific provision shall take precedence over the more general provision.

E. Conflicts with Federal Statutes and Regulations.

Except as otherwise expressly provided in [ORS Chapters 279A, 279B, or 279C](#), applicable federal statutes and regulations govern when federal funds are involved.

II. Definitions.

A. Specific Definitions. Unless a different definition is specifically provided elsewhere in these Rules, or the City Attorney determines specific context clearly requires otherwise, the following terms have the following specified meanings and any term defined in the singular includes the meaning of the plural, and vice versa:

1. *Administering agency.* The contracting agency that solicited and established the original contract in a cooperative procurement for goods, services, personal services, professional services, or public improvements.
2. *Affected person/offenor.* A person whose ability to participate in a procurement is adversely impaired by a City decision.
3. *Award.* The decision to enter into a contract or purchase order with a specific offeror.
4. *Bid.* A response to an invitation to bid.
5. *Bidder.* A person who submits a bid in response to an invitation to bid.
6. *Business with which a City employee is associated.* Any business in which a City employee is a director, officer, owner, or employee, or any corporation in which a City employee owns or has owned ten percent (10%) or more of any class of stock at any point in the preceding calendar year.
7. *City.* The City of Sweet Home, an Oregon municipal corporation and a contracting and purchasing agency.
8. *City Manager.* The person appointed by the City Council to the position of City Manager or their written designee.
9. *Closing.* The date and time announced in a solicitation document as the deadline for submitting bids or offers.
10. *Contract.* See *Public Contract*.
11. *Contractor.* The person who enters into a contract with the City.
12. *Contract price.* As the context requires, either:
 - a. The maximum payment the City will make under a contract if the contractor fully performs under the contract, including bonuses, incentives, and contingency amounts;
 - b. The maximum not-to-exceed payment specified in the contract; or

- c. The unit prices set forth in the contract.
13. *Contracting agency*. A public body authorized by law to conduct a procurement.
 14. *Cooperative procurement*. A procurement conducted by, or on behalf of, one or more contracting agencies.
 15. *Days*. Calendar days.
 16. *Emergency*. Involves circumstances that:
 - a. Could not have been reasonably foreseen;
 - b. Create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare, or safety; and
 - c. Require prompt execution of a contract or amendment in order to remedy the condition.
 17. *Emergency construction contract*. A contract for emergency work, minor alteration, ordinary repair or maintenance of public improvements, and any other construction contract not defined as a public improvement under these Rules or [ORS 279A.010](#).
 18. *Findings*. The justification for a conclusion. If the justification relates to a public improvement contract, findings may be based on information including, without limitation:
 - a. Operational, budget and financial data;
 - b. Public benefits;
 - c. Value engineering;
 - d. Specialized expertise;
 - e. Market conditions;
 - f. Technical complexity; and
 - g. Funding sources.
 19. *Goods and/or services*. *Goods* are supplies, equipment, materials, and personal property (including intangible and intellectual property rights and licenses). *Services* are all other services not designated as personal services

under these Rules, but generally comprise non-profession-based services (i.e., services for office maintenance). The term *goods and/or services* includes combinations of any of the items identified in the definition for each.

20. *Grant*. An agreement under which, either:
 - a. The City (as grantee) receives moneys, property, or other assistance (including but not limited to federal assistance characterized as a grant by federal law or regulation), loans, loan guarantees, credit enhancements, gifts, bequests, commodities, or other assets; the assistance received by the City is from a grantor for the purpose of supporting or stimulating a program or activity of the City; and no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions; or
 - b. The City (as grantor) provides moneys, property, or other assistance (including but not limited to federal assistance characterized as a grant by federal law or regulation), loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets; the assistance is given to the recipient for the purpose of supporting or stimulating a program or activity of the recipient; and no substantial involvement by the City is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions.
21. *Immediate family member*. An employee's: spouse, domestic partner, parent or in loco parentis, children, siblings, parents-in-law, siblings-in-law, grandparents, grandchildren, step-parents, and step-children.
22. *Offer*. A bid, proposal, quote, or other response to a solicitation document.
23. *Offeror*. A person who submits an offer.
24. *Opening*. The date, time, and place announced in the solicitation document for the public opening of written sealed offers.
25. *Original contract*. The initial contract or price agreement solicited and awarded during a cooperative procurement by an administering agency.
26. *Purchasing agency*. An agency that procures goods or services, personal services, or public improvements from a contractor based on the original contract established by an administering agency in a cooperative procurement.
27. *Person*. An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public body, public corporation, or other legal or commercial entity, and any other person or entity with legal capacity to contract.

28. *Price agreement.* A contract for the procurement of goods or services at a set price which has:
- a. No guarantee of a minimum or maximum purchase; or
 - b. An initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services with no guarantee of any minimum or maximum additional purchase.
29. *Procurement.* The act of purchasing, leasing, renting, or otherwise acquiring goods or services, personal services, or professional services. It includes each function and procedure undertaken or required to be undertaken to enter into a contract, administer a contract, and obtain the performance of a contract for goods or services, personal services, or professional services.
30. *Proposal.* A response to a request for proposals.
31. *Proposer.* A person that submits a proposal in response to a request for proposals.
32. *Provider.* As the context requires, a supplier of goods or services, personal services, or professional services.
33. *Public contract.* A sale or other disposal, or a purchase, lease, rental, or other acquisition, by the City of personal property, goods or services, including personal services, professional services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. It does not include grants.
34. *Public contracting.* Procurement activities relating to obtaining, modifying, or administering contracts or price agreements.
35. *Public improvement.* A project for construction, reconstruction, or major renovation on real property, by or for the City. It neither includes projects for which no funds of the City are directly or indirectly used (except for participation incidental or related primarily to project design or inspection) nor emergency work, minor alteration, or ordinary repair or maintenance necessary to preserve a public improvement.
36. *Public improvement contract.* A contract for a public improvement. This does not include a contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to maintain a public improvement.
37. *Qualified pool.* A pool of contractors who are prequalified to compete for the award of certain contracts or to provide certain types of goods or services.
38. *Recycled product.* All materials, goods and supplies, not less than fifty percent (50%) of the total weight of which consists of secondary and post-

consumer waste with not less than ten percent (10%) of its total weight consisting of post-consumer waste. It includes any product potentially disposable as solid waste after completing its life cycle as a consumer item but otherwise is refurbished for reuse without substantial alteration of the product's form.

39. *Request for proposals (RFP)*. A solicitation document used for soliciting proposals.
40. *Request for qualifications (RFQ)*. A written document issued by the City describing particular services to which potential contractors respond with a description of their experience and qualifications that results in a list of potential contractors who are qualified to perform those services, but which is not intended to create a contract between a potential contractor on the list and the City.
41. *Revenue-generating agreements*. Contracts or agreements for revenue-generating services typically awarded to the offeror proposing the most advantageous or highest monetary return to the City.
42. *Scope*. The range and attributes of the goods or services described in a procurement document.
43. *Services*. See *goods and/or services*. The following specific definitions apply to the following types of services:
 - a. *Personal services*. Services, other than professional services, requiring specialized skill, knowledge, and resources in the application of technical or scientific expertise or in the exercise of professional, artistic, or management discretion or judgment.
 - (i) Qualifications and performance history, expertise and creativity, and the ability to exercise sound professional judgment are typically the primary considerations when selecting a personal services contractor, with price being secondary.
 - (ii) Personal services contracts include but are not limited to the following classes of contracts:
 - (a) Contracts for services performed in a professional capacity, including but not limited to, services of an accountant, attorney, auditor, court reporter, information technology consultant, land use and planning consultant, physician, or broadcaster;
 - (b) Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the City is or may become

interested;

(c) Contracts for services as an artist in the performing or fine arts, including any person identified as a photographer, film maker, actor, director, painter, weaver, or sculptor;

(d) Contracts for services that are specialized, creative or research-oriented; and/or

(e) Contracts for services as a consultant.

b. *Professional services.* Architectural, engineering, photogrammetric mapping, transportation planning, and land surveying (A&E) or related services, or any combination of these services, provided by a consultant.

(i) *A&E services.* Professional services performed by an architect, engineer, photogrammetrist, transportation planner, or land surveyor and includes architectural, engineering, photogrammetric, transportation planning, or land surveying services, separately or any combination thereof, as appropriate within the context of a section of these Rules.

(ii) *Related services.* Personal services, other than A&E services, related to the administration, design, engineering, or oversight of public improvement projects or components thereof, including but not limited to:

(a) Landscape architectural services;

(b) Facilities planning services;

(c) Energy planning services;

(d) Space planning services;

(e) Environmental impact studies;

(f) Hazardous substances or hazardous waste or toxic substances testing services;

(g) Wetland delineation studies;

(h) Wetland mitigation services;

(i) Native American studies;

(j) Historical research services;

- (k) Endangered species studies;
- (l) Rare plant studies;
- (m) Biological services;
- (n) Archaeological services;
- (n) Cost estimating services;
- (o) Appraising services;
- (p) Material testing services;
- (q) Mechanical system balancing services;
- (r) Commissioning services;
- (s) Project management services; and
- (t) Construction management services and owner's representatives' service.

44. *Signed or signature.* Any mark, word or symbol attached to or logically associated with a document and executed or adopted by a person with the authority and intent to be bound.

45. *Solicitation.* As the context requires, either:

- a. A request for the purpose of soliciting offers, including an invitation for bid, a request for proposals, a quote request, a request for qualifications, or other similar documents;
- b. The process of notifying prospective offerors of a request for offers; and/or
- c. The solicitation document.

46. *Work.* The furnishing of all materials, equipment, labor and incidentals necessary to successfully complete any individual item in a contract and successful completion of all duties and obligations imposed by the contract.

47. *Written or in writing.* Conventional paper documents, whether handwritten, typewritten or printed, in contrast to spoken words, including electronic transmissions or facsimile documents when required by applicable law or permitted by a solicitation document or contract.

III. Authority.

A. City Council as Local Contract Review Board. The City Council is designated as the local contract review board of the City and has all the rights, powers, and authority necessary to carry out the provisions of these Rules, the Public Contracting Code, and/or the Model Rules.

B. Application of Attorney General's Model Rules of Procedure. Pursuant to [ORS 279A.065\(6\)](#), the City has elected to establish its own policy for public contracting and purchasing. Except as provided in this policy, the Model Rules do not apply to the City.

C. Inapplicability of Rules. These Rules do not apply to:

1. All contracts or agreements to which the Public Contracting Code does not apply;
2. Contracts, intergovernmental, and interstate agreements entered into pursuant to [ORS Chapter 190](#);
3. Grants;
4. Acquisitions or disposals of real property or interests in real property, including permits and lease, license, easement, franchise, and other agreements for the temporary use of City-owned property and encroachments upon City-regulated public rights-of-way;
5. Procurements from an Oregon Corrections Enterprise program;
6. Contracts, agreements, or other documents entered into, issued, or established in connection with:
 - a. The incurring of debt, including any associated contracts, agreements, or other documents, regardless of whether the obligations they establish are general, special, or limited;
 - b. The making of program loans and similar extensions or advance of funds, aid, or assistance by the City to a public or private person for the purpose of carrying out, promoting, or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;
 - c. The investment of funds by the City as authorized by law; and
 - d. Banking, money management, or other predominantly financial transactions that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the

findings of the City Manager.

7. Contracts for employee benefit plans;
8. Contracts with newspapers and other publications for the placement of advertisements or public notices;
9. Contracts for items where the price is regulated and available from a single source or limited number of sources;
10. Insurance contracts;
11. Revenue-generating agreements;
12. Federal agreements where applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or these Rules, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or these Rules; and
13. Contracts for the management of timber removal pursuant to a management program within the City of Sweet Home Watershed.

D. Authority of City Manager. For contracts and purchases covered by these Rules, and when sufficient budgetary resources are either available in the current fiscal year budget for the proposed expenditure or become available after specific City Council authorization, the City Manager is authorized to:

1. Award contracts and amendments without specific authorization by the City Council whenever the contract amount is **\$50,000 or less**;
2. Execute contracts and amendments with specific authorization by the City Council whenever the contract or amendment amount **exceeds \$50,000**;
3. As the purchasing agent for the City, the City Manager is specifically authorized to:
 - a. Purchase goods, services, and/or property without specific authorization by the City Council whenever the amount is **\$50,000 or less**; and
 - b. Purchase goods, services, and/or property with specific authorization by the City Council whenever the amount **exceeds \$50,000**.
4. Approve in writing all purchases of any goods or services valued **between \$10,000 and \$50,000** requested by City Department Managers;
5. Delegate in writing the signature authority described in the above *Subsection*

- (2) and the purchasing powers described in the above *Subsection (3)*; and
6. Adopt forms, procedures, computer software, and administrative rules for all City purchases regardless of the amount, and:
 - a. When adopting the forms, procedures, computer software, or administrative rules, the City Manager shall establish practices and policies that:
 - (i) Do not encourage favoritism or substantially diminish competition; and
 - (ii) Allow the City to take advantage of the cost-saving benefits of alternative contracting methods and practices.
 - b. The City shall use these forms, procedures, computer software, or administrative rules unless they conflict with these Rules.
- E. Authority of City Department Managers.** For contracts and purchases covered by these Rules, City Department Managers are authorized with the same signature authority described in *Subsection D(2)* and purchasing powers described in *Subsection D(3)* to the extent the contract price is **\$10,000 or less**.
- F. Authority of All Other City Supervisors.** For contracts and purchases covered by these Rules, all other City exempt employees and supervisors are authorized with the same signature authority described in *Subsection D(2)* and purchasing powers described in *Subsection D(3)* to the extent the contract price is **\$5,000 or less at the discretion of the department director**.
- G. Favorable Terms.** Contracts and purchases shall be negotiated on the most favorable terms to the City in accordance with these Rules, other adopted ordinances, and Oregon and federal laws, policies, and procedures.
- H. Unauthorized Contracts or Purchases.** Public contracts entered into or purchases made as authorized herein shall be voidable at the sole discretion of the City.
1. The City may take appropriate action in response to execution of contracts or purchases made contrary to this provision.
 2. Such actions include, but are not limited to, providing educational guidance, imposing disciplinary measures, and holding individuals personally liable for such contracts or purchases.
- I. Purchasing from City Employees or Employees' Immediate Family Prohibited.** No contract shall be knowingly entered with or purchase knowingly made from any City employee or employee's immediate family member, or any

business with which the employee is associated, unless:

1. The contract or purchase is expressly authorized and approved by the City Council after it receives counsel from the City Attorney; or
2. The need for the contract or purchase occurs during a state of emergency, and the City Manager finds in writing the acquisition from the employee, employee's immediate family member, or business with which the employee is associated is the most expeditious means to eliminate the threat to public health, safety, and welfare.

IV. Preferences.

- A. Mandatory Tie Breaker Preference.** If offers are identical in price, fitness, availability, and quality, and the City desires to award the contract, the preferences provided in [ORS 279A.120](#) shall be applied prior to the contract award.
- B. Reciprocal Preference.** Reciprocal preferences must be given when evaluating bids, if applicable under [ORS 279A.120](#).
- C. Preference for Recycled Materials and Supplies.** Preferences for recycled goods shall be given when comparing goods, if applicable under [ORS 279A.125](#). The City Manager may adopt alternative standards to determine if goods are manufactured from recycled materials.

V. General Provisions.

- A. Public Notice.** Unless otherwise specifically provided by these Rules or required by applicable law, any notice required to be published by these Rules may be published using any method the City Manager deems appropriate, including but not limited to mailing notice to persons that have requested notice in writing, placing notice on the City's website, or publishing an advertisement in statewide trade or local publications. With specific respect to public improvement contracts, the Local Contract Review Board hereby determines electronic advertisements are likely to be cost-effective and authorizes electronic advertisements for all public improvement contracts having an estimated contract price of **\$150,000 or less** pursuant to [ORS 279C.360](#).
- B. Procedure for Competitive Verbal Quotes and Proposals.** Where allowed by these Rules and authorized by the City Manager, solicitations by competitive verbal quotes and proposals shall be based on a description of the quantity of goods or services to be provided and may be solicited and received by means including phone, facsimile, or email.
 1. The City shall make a good faith effort to contact at least three (3) potential providers.

2. If three (3) potential providers are not reasonably available, fewer will suffice, provided the reasons three (3) potential providers are not reasonably available is documented as part of the procurement file.

C. Procedure for Informal Written Solicitation. Where allowed by these Rules, informal written solicitations shall be made by a solicitation document sent by means including mail, facsimile, or email to not less than three (3) prospective providers.

1. The solicitation document shall request competitive price quotes or competitive proposals and include:
 - a. The date, time, and place price quotes or proposals are due;
 - b. A description or quantity of the good or service required;
 - c. Any statement of period for which price quotes or proposals must remain firm, irrevocable, valid, or binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
 - d. Any required contract terms or conditions; and
 - e. Any required bid form or proposed format.
2. Price quotes or proposals shall be received by the City Manager or City Department Manager at the date, time, and place established in the solicitation document.
 - a. The City shall keep a written record of the sources of the quotes or proposals.
 - b. If three (3) quotes or proposals are not reasonably available, fewer shall suffice, but the City Manager or City Department Manager shall make a written record of the effort made to obtain quotes or proposals as part of the procurement file.

D. Procurement Methods for Professional Services and Public Improvements. Subject only to any conflicting provision of these Rules as determined by the City Attorney, the City shall apply the Public Contracting Code and the Model Rules when procuring professional services and public improvements and processing protests thereof.

E. Feasibility Determinations for Service Contracts over \$250,000. Prior to beginning a procurement or entering into a service contract (other than contracts for professional services or those services to which [ORS Chapter 279B](#) does not apply) when the estimated contract price **exceeds \$250,000**, the City Manager or designee shall demonstrate either:

1. Once the population of Sweet Home exceeds a population of 15,000, a written cost analysis developed pursuant to [ORS 279B.033](#) and finding the City would incur less cost in *conducting the procurement* than in *performing the services with the City's own personnel and resources*; or
2. A written determination developed pursuant to [ORS 279B.036](#) and finding performing the services with the City's own personnel would *not* be feasible, and the findings may include, for example, the existence of special circumstances or City personnel lack specialized capabilities, experience, or technical or other expertise necessary to perform the services when compared to a potential contractor's capabilities, experience, or expertise in the same or a similar field.

The cost comparison analysis and feasibility determinations, along with their supporting records, are public records subject to disclosure pursuant to the Oregon Public Records Law. The City Manager's decision described in this subsection is exempt from [ORS Chapter 279B](#)'s judicial review process and its review is instead limited to writ of review by the Circuit Court of the State of Oregon.

F. Qualified Pools. The City may solicit a pool of contractors who are prequalified to compete for the award of certain contracts or to provide certain types of goods or services.

1. **General.** To create a qualified pool, the City Manager or City Department Manager may invite prospective contractors to submit their qualifications to the City for inclusion as participants in a pool of contractors qualified to provide certain types of goods, services, or projects, including personal services, professional services, and public improvements.
2. **Public Notice.** The invitation to participate in a qualified pool shall be publicly noticed. If qualification will be for a term exceeding two (2) years or allowing open entry on a continuous basis, the invitation to participate in the pool must be noticed at least once every two (2) years and shall be posted on the City's website.
3. **Solicitation Content.** Requests for participation in a qualified pool shall describe the scope of goods, services, or projects for which the pool will be maintained and the minimum qualifications for participation in the pool, which may include qualifications relating to financial stability, contracts with manufacturers or distributors, insurance, licensure, education, training, experience and demonstrated skills of key personnel (including familiarity with the City or the proposed project), access to equipment, and other relevant qualifications important to the contracting needs of the City.
4. **Contract.** The operation of each qualified pool may be governed by the provisions of a pool contract to which the City and all pool participants are

parties. The contract shall contain all terms required by the City, including terms relating to price, performance, business registration or licensure, continuing education, insurance, and requirements for the submission of evidence of continuing qualification on an annual or other periodic basis. The qualified pool contract shall describe the selection procedures the City may use to issue contract job orders. The selection procedures shall be objective and open to all pool participants and afford all participants the opportunity to compete for or receive job awards. Unless expressly provided in the contract, participation in a qualified pool will not entitle a participant to the award of any City contract.

5. *Use of Qualified Pools.* Subject to the provisions of these Rules concerning contract sourcing methods, the City shall award all contracts for goods or services of the type for which a qualified pool is created from among the pool's participants unless the City Manager determines the best interests of the City in the particular instance would be best served with an alternative procurement method, in which case the pool participants shall be notified and invited to submit competitive offers.
6. *Amendment and Termination.* The City Manager or City Council may discontinue a qualified pool at any time or may change the requirements for eligibility as a pool participant at any time by delivering written notice to all pool participants.
7. *Protest of Failure to Qualify.* The City Manager shall notify any applicant who fails to qualify for pool participation it may appeal a qualified pool decision to the City Council pursuant to *Section X(A)*.

G. Retroactive Approval. Retroactive approval of a contract means award or execution of a contract where work was commenced without final award or execution. The City Manager may make retroactive approval of a contract only if the responsible employee submits a copy of the proposed contract to the City Manager along with a written request for contract retroactive approval containing:

1. an explanation of the reason work was commenced before the contract was finally awarded or executed;
2. a description of steps taken to prevent similar occurrences in the future;
3. evidence that, but for the failure to finally award or execute the contract, the employee substantially complied with all other steps required to properly select a contractor and negotiate the contract; and
4. a proposed form of contract.

VI. Source Selection Methods for Goods or Services, Other Than Personal or Professional Services.

A. Small Procurements. Contracts for or purchases of goods or services with a contract price of **\$10,000 or less** are small procurements.

1. *Purchases \$10,000 or less.* The City may use any procurement method the City Manager deems practical or convenient, including direct negotiation or award, for small procurements of goods or services with a contract price of **\$10,000 or less**.

B. Intermediate Procurements. Contracts for goods or services with a contract price **greater than \$10,000 but less than or equal to \$150,000** are intermediate procurements.

1. *Solicitation.* Intermediate procurements shall be by informal written solicitation pursuant to the procedures listed in *Section V(C)*.
2. *Negotiations.* The City Manager may negotiate with an offeror to clarify an informal written solicitation, or to make modifications making the quote, proposal, or solicitation acceptable or more advantageous to the City.
3. *Award.* If a contract is awarded, the award shall be made to the offeror whose informal written solicitation the City Manager determines will best serve the interests of the City, taking into account price or any other relevant considerations, including but not limited to experience, expertise, product functionality, suitability for a particular purpose, delivery, and contractor responsibility.
4. *Amendments.* Intermediate procurement contracts may be amended if the cumulative amendments do not increase the total contract price by more than twenty-five percent (25%) of the original contract price.
5. *Public Notice.* No public notice of intermediate procurements is required.

C. Large Procurements. Contracts for goods or services with a contract price **exceeding \$150,000** are large procurements.

1. Large procurements shall be by competitive sealed bidding pursuant to [ORS 279B.055](#) or competitive sealed proposals pursuant to [ORS 279B.060](#).
2. When using either competitive sealed bidding or competitive sealed proposals, the City shall follow the applicable procedures set out in the Model Rules.
3. The City shall apply the applicable procedure set out in the Model Rules for processing protests of large procurements.

VII. Personal Services Contracts.

A. Classification of Services as Personal Services. In addition to the classes of personal services contracts identified in the definition of personal services contracts, the City Manager may classify additional specific types of services as personal services. In determining whether a service is a personal service, the City Manager shall consider:

1. Whether the work requires specialized skills, knowledge, and resources in the application of technical or scientific expertise, or the exercise of professional, artistic, or management discretion or judgment;
2. Whether the City intends to rely on the contractor's specialized skills, knowledge, and expertise to accomplish the work; and
3. Whether selecting a contractor primarily on the basis of qualifications, rather than price, would most likely meet the City's needs and result in obtaining satisfactory contract performance and optimal value.
4. *Exception:* A service shall not be classified as personal services for the purposes of these Rules if:
 - a. The work has traditionally been performed by contractors selected primarily on the basis of price; or
 - b. The services do not require specialized skills, knowledge, and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic, or management discretion or judgment.

B. Requests for Qualifications. At the City Manager's discretion, a request for qualifications may be used to determine whether competition exists to perform the needed personal services or to establish a non-binding list of qualified contractors for individual negotiation, informal written solicitations, or requests for proposals.

1. A request for qualifications shall describe the particular type of personal services sought, the qualifications the contractor must have to be considered, and the evaluation factors and their relative importance. A request for qualifications may require information including but not limited to:
 - a. The contractor's particular capability to perform the required personal services;
 - b. The number of experienced personnel available to perform the required personal services;
 - c. The specific qualifications and experience of personnel;

- d. A list of similar personal services the contractor has completed;
 - e. References concerning past performance; and
 - f. Any other information necessary or convenient to evaluate the contractor's qualifications.
2. A voluntary or mandatory qualifications pre-submission meeting may be held for all interested contractors to discuss the proposed personal services. The request for qualifications shall include the date, time, and location of the meeting.
3. At the City's discretion as described in the request for qualifications, unless the responses to a request for qualifications reasonably establish competition does not exist, the request for qualifications is canceled, or all responses to the request for qualifications are rejected, the City shall either:
- a. Notice all respondents who meet the qualifications set forth in the request for qualifications of any required personal services and provide them an opportunity to submit a proposal in response to the request for proposals; or
 - b. Notice all respondents who meet the qualifications set forth in the request for qualifications of their relative ranking after the City evaluates their qualifications, in which case the City will select at least the two (2) top-scoring respondents as exclusively eligible to receive and submit responses to the request for proposals.

C. Direct Negotiations.

1. Personal services may be procured through direct negotiations if:
- a. The contract price **does not exceed \$200,000** (without including amendments) and the work is within a budgetary appropriation or approved by the City Council;
 - b. The confidential personal services (including special counsel) or professional or expert witnesses or consultants are necessary to assist with pending or threatened litigation or other legal matters in which the City may have an interest; or
 - c. The nature of the personal service is not project-driven but requires an ongoing, long-term relationship of knowledge and trust.
2. *Amendments.* Personal services contracts procured by direct negotiation pursuant to this section may be amended, provided the amendment relates to the scope of the original contract and the cumulative amount of the

amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price, or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

3. *Public Notice.* No public notice of personal services contracts procured by direct negotiations is required.

D. Informal Written Solicitations. An informal written solicitation process may be used for personal services when the contract price is **less than \$200,000**.

1. An informal written solicitation shall solicit proposals from at least three (3) qualified providers. If the City Manager determines three (3) qualified providers are not reasonably available, fewer shall suffice if the reasons three (3) providers are not reasonably available are documented in the procurement file.
2. The solicitation document shall include:
 - a. The date, time and place proposals are due;
 - b. A description of personal services sought or the project to be undertaken;
 - c. Any statement of the time period for which proposals must remain firm, irrevocable, valid, and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
 - d. Any required contract terms or conditions; and
 - e. Any required bid form or proposal format.
3. Selection and ranking of proposals may be based on the following criteria:
 - a. Particular capability to perform the personal services required;
 - b. Experienced staff available to perform the personal services required, including the proposer's recent, current, or projected workloads;
 - c. Performance history;
 - d. Approach and philosophy used in providing personal services;
 - e. Fees or costs;
 - f. Geographic proximity to the project or the area where the services are to be performed; or

- d. A date, time, and place pre-qualification applications (if any) must be filed and the classes of work (if any) for which proposers must be pre-qualified;
 - e. A statement the City may cancel the procurement or reject any or all proposals;
 - f. The date, time, and place of opening;
 - g. The office where the request for proposals may be reviewed;
 - h. A description of the personal services to be procured;
 - i. The evaluation criteria;
 - j. The anticipated schedule, deadlines, evaluation process, and protest process;
 - k. The form and amount of any proposal security deemed reasonable and prudent by the City Manager to protect the City's interests;
 - l. A description of the manner in which proposals will be evaluated, including the relative importance of price and other evaluation factors used to rate the proposals;
 - m. If more than one tier of competitive evaluation will be used, a description of the process under which the proposals will be evaluated in the subsequent tiers;
 - n. If contracts will be awarded to more than one personal services contractor, an identification of the manner in which the City will determine the number of contracts to be awarded or a statement indicating the manner will be left to the City's discretion at time of award;
 - o. If contracts will be awarded to more than one personal services contractor, an identification of the criteria to be used to choose from the multiple contracts when acquiring personal services;
 - p. All required contract terms and conditions, including the statutorily required provisions in [ORS 279B.220](#), [279B.230](#), and [279B.235](#); and
 - q. Any terms and conditions authorized for negotiation.
2. *Public Notice*. The City Manager shall provide public notice of a request for proposals for personal services.
- a. Public notice shall be given not less than fourteen (14) days prior to closing for the request for proposals, unless the City Manager determines a shorter

interval is in the public's interest or will not substantially impact competition.

- b. The City Manager shall document the specific reasons for any shorter public notice period in the procurement file.
3. **Amendments.** Personal services contracts procured by requests for proposals pursuant to this section may be amended if the amendment relates to the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price, or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

VIII. Alternative Source Selection Methods for Goods or Services & Personal Services.

A. Sole-Source Procurements. A contract may be awarded as a sole-source procurement without competition pursuant to this section.

1. **Determination of Sole-Source.** Before a sole-source contract may be awarded, the City Manager shall make written findings the goods or services, personal services, or professional services are available from only one source based on one or more of the following criteria:
 - a. The efficient use of existing goods or services, personal services, or professional services requires the acquisition of compatible goods or services, personal services, or professional services available from only one source;
 - b. The goods or services, personal services, or professional services are available from only one source and required for the exchange of software or data with other public or private agencies;
 - c. The goods or services, personal services, or professional services are available from only one source and are needed for use in a pilot or an experimental project; or
 - d. Other facts or circumstances exist supporting the conclusion the goods or services, personal services, or professional services are available from only one source.
2. **Negotiations.** To the extent reasonably practical, contract terms advantageous to the City shall be negotiated with the sole-source provider.
3. **Notice.** The City shall post notice of any determination the sole source

selection method will be used on the City's website not less than ten (10) days prior to the date a sole-source contract will be awarded. The notice shall describe the goods or services, personal services, or professional services to be procured, identify the prospective contractor, and include the date and time when and place where protests of the use of a sole source selection method must be filed.

B. Special Procurements. In its capacity as the Local Contract Review Board, the City Council, upon its own initiative or upon request of the City Manager, may create special selection, evaluation, and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.

1. *Basis for Approval.* The approval of a special solicitation method or exemption from competition must be based upon a record before the City Council containing:
 - a. The nature of the contract or class of contracts for which the special solicitation or exemption is requested;
 - b. The estimated contract price or cost of the project (if relevant);
 - c. Findings to support the substantial cost savings, enhancement in quality or performance, or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;
 - d. Findings to support the reason approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner not practicably realized by complying with the solicitation requirements otherwise applicable under these Rules;
 - e. A description of the proposed alternative contracting methods to be employed; and
 - f. The estimated date when it would be necessary to let the contract(s).
2. In making a determination regarding a special selection method, the City Council may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.
3. *Hearing.* The City shall approve the special solicitation or exemption after a public hearing before the City Council.
 - a. At the public hearing, the City shall offer an opportunity for any interested party to appear and present comment.

- b. The City Council shall consider the findings and may approve the exemption as proposed or as modified by the City Council after providing an opportunity for public comment.

C. Contracts Subject to Award at the City Manager's Discretion. The following classes of contracts may be awarded in any manner the City Manager deems appropriate to the City's needs, including by direct appointment or purchase. Except where otherwise provided, the City Manager shall make a record of the method of award.

1. *Amendments.* Contract amendments shall not be considered to be separate contracts if made in accordance with these Rules.
2. *Copyrighted Materials and Library Materials.* Contracts for the acquisition of materials entitled to copyright, including but not limited to, works of art and design, literature and music, or materials even if not entitled to copyright if purchased for use as library lending materials.
3. *Personal Property Repair.* Contracts for personal property repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.
4. *Government-Regulated Items.* Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
5. *Non-Owned Property.* Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the City.
6. *Specialty Goods for Resale.* Contracts for the purchase of specialty goods by the City for resale to consumers.
7. *Sponsorship Agreements.* Sponsorship agreements, under which the City receives a gift or donation in exchange for recognition of the donor.
8. *Structures.* Contracts for the disposal of City-owned structures.
9. *Renewals.* Contracts renewed in accordance with their terms are not considered to be newly issued contracts and are not subject to competitive procurement procedures.
10. *Temporary Extensions or Renewals.* Contracts for a single period of one (1) year or less for the temporary extension or renewal of an expiring and non-renewable (or recently expired) contract, other than a contract for public improvements.
11. *Used Property.* The City Manager may contract for the purchase of used

property by negotiation if such property is suitable for the City's needs and can be purchased for a lower cost than substantially similar new property.

- a. For this purpose, the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the City.
- b. The City Manager shall record the findings supporting the purchase.

12. *Utilities.* Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

13. *Conference/Meeting Room Contracts.* Contracts entered into for meeting room rental, hotel rooms, food and beverage, and incidental costs related to conferences and City-sponsored workshops and trainings.

D. Emergency Procurements. When the City Manager determines the City's immediate execution of a contract is necessary in response to an emergency, the City Manager may execute an emergency contract without competitive selection and award or City Council approval as provided in this Section and consistent with [ORS 279B.080](#).

1. *Emergency Competition.* Where time permits, the City Manager shall attempt to use competitive price and quality evaluation before selecting an emergency contractor; otherwise, the City Manager may proceed with a direct appointment without competition.
2. *Emergency Reporting.* As soon as possible in light of the emergency circumstances, the City Manager shall notify the City Council and City Attorney in writing of the nature of and facts and circumstances surrounding the emergency, the method used for the selection of the particular contractor, and the reasons why the selection method was deemed in the best interest of the City and public.
3. *Emergency Construction Contracts.* For emergency construction contracts (as defined in *Section II(A)*) the City Manager:
 - a. Shall ensure reasonably appropriate competition and set a reasonable solicitation schedule under the emergency circumstances; and
 - b. If the emergency construction services are a matter of extreme necessity, may:
 - (i) Proceed with a written or verbal request for quotes or make a direct appointment without competition; and
 - (ii) Waive the requirement for all or a portion of any payment or

performance bond if the time delay needed to obtain the required security interest could result in injury or substantial property damage; provided, however, the City Manager may not waive the separate public works bond requirement for the benefit of the Oregon Bureau of Labor and Industries in enforcing prevailing wage rate and overtime payment requirements consistent with [ORS 279C.836](#).

4. *Emergency Signature Authority and Purchasing Power.* For all emergency procurements, the City Manager is specifically authorized to award contracts and amendments without specific authorization by the City Council whenever the contract price is **less than \$500,000**. If the emergency procurement is a matter of extreme necessity and time does not reasonably permit convening the City Council, the City Manager is specifically authorized to award contracts and amendments having **any contract price** without specific authorization by the City Council.

E. Cooperative Procurements. Cooperative procurements may be made without competitive solicitation as provided in the Public Contracting Code.

IX. Surplus Property.

A. General Methods. Surplus personal property may be disposed of by any of the following methods upon a determination by the City Manager the method of disposal is in the best interest of the City. Factors potentially considered by the City Manager include costs of sale, administrative costs, and public benefits to the City.

1. *Intergovernmental Transfer.* Without competition, by transfer or sale to another government department or public agency.
2. *Auction.* By publicly noticed auction to the highest bidder.
3. *Bids.* By publicly noticed invitation to bid.
4. *Liquidation Sale.* By liquidation sale using a commercially recognized third-party liquidator selected in accordance with these Rules for the award of personal services contracts.
5. *Fixed-Price Sale.* The City Manager may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and publicly notice a sale date, and sell to the first buyer meeting the sales terms.
6. *Trade-In.* By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.

7. *Donation.* By donation to any organization operating within or providing a service to Oregon residents, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. Disposal of Property with Minimal Value. Surplus personal property which has a value of **less than \$500**, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. The employee making the disposal shall make a record of the value of the item and the manner of disposal.

C. Personal-Use Items. An item (or indivisible set) of specialized and personal use with a current value of **less than \$100** may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the City Manager.

D. Conveyance to Purchaser. Upon the consummation of a sale of surplus personal property, the City shall make, execute, and deliver a bill of sale or similar instrument signed on behalf of the City conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

X. Protest and Appeal Procedures.

A. Appeal of Debarment or Prequalification Decision.

1. *Debarment and Disqualification.* The City Manager or City Department Manager responsible for a solicitation may debar prospective offerors pursuant to [ORS 279A.110](#) or after providing notice and the opportunity for a hearing pursuant to [ORS 279B.130](#). Notwithstanding [ORS 279B.130\(1\)\(b\)](#)'s limitation on debarment terms, the City may determine a previously debarred offeror is not responsible prior to award. The City may attribute the improper conduct of any person having a contract with a prospective offeror to the prospective offeror for debarment purposes if the impropriety occurred in connection with the person's duty for or on behalf of, or with the knowledge, approval, or acquiescence of, the prospective offeror. The City Manager or City Department Manager may disqualify or deny prequalification to any person pursuant to [ORS 279C.440](#) and other Oregon or federal law.

2. *Right to Hearing.* Any person who has been debarred from competing for the City's contracts or for whom prequalification has been denied, revoked, or revised may appeal the City's decision to the City Council as provided in this section.

3. *Filing of Appeal.* The person shall file a written notice of appeal with the City

Manager within five (5) business days after the prospective contractor's receipt of notice of the determination of debarment or denial of prequalification.

4. *Notification of City Council.* The City Manager shall notify the City Council of the notice of appeal immediately upon the City's receipt.
5. *Hearing.* The procedure for appeal from a debarment or denial, revocation, or revision of prequalification shall be as follows:
 - a. Promptly upon receipt of notice of appeal, the City shall notify the appellant of the date, time, and place of the hearing;
 - b. The City Council shall conduct the hearing and decide the appeal within thirty (30) days after receiving notice of the appeal from the City Manager; and
 - c. At the hearing, the City Council shall reconsider (without regard to the underlying decision giving rise to the appeal) the notice of debarment, or the notice of denial, revocation, or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.
6. *Decision.* The City Council shall set forth in writing the reasons for the decision.
7. *Costs.* The City Council may allocate its costs for the hearing between the appellant and the City.
 - a. The allocation shall be based upon facts found by the City Council and stated in the City Council's decision that, in the City Council's opinion, warrant such allocation of costs.
 - b. If the City Council does not allocate costs, the costs shall be paid by the appellant if the decision is upheld or by the City if the decision is overturned.
8. *Judicial Review.* The decision of the City Council may be reviewed only upon a petition filed in the Circuit Court of the State of Oregon within fifteen (15) days after the date of the City Council's decision. The appeal must be filed in accordance with all applicable Oregon law and trial court procedures.

B. Protests and Judicial Review of Special Procurements. An affected person may protest the request for approval of a special procurement as provided in this section.

1. *Delivery and Late Protests.* An affected person shall deliver a written protest to

the City Manager within seven (7) days after the first date of public notice of a proposed special procurement, unless a different period is provided in the public notice.

- a. The written protest shall include a fee in an amount established in a schedule adopted by the City Manager to cover the costs of processing the protest.
- b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.

2. *Content of Protest.* The written protest shall include:

- a. Identification of the requested special procurement;
- b. A detailed statement of the legal and factual grounds for the protest;
- c. Evidence or documentation supporting the grounds on which the protest is based;
- d. A description of the resulting harm to the affected person; and
- e. The relief requested.

3. *Additional Information.* The City Manager may allow any person to respond to the protest in any manner the City Manager deems appropriate by giving such persons written notice of the time and manner whereby any response shall be delivered.

4. *City Response.* The City Manager shall issue a written disposition of the protest in a timely manner.

- a. If the City Manager upholds the protest in whole or in part, the City Manager may, in the City Manager's sole discretion, implement the protest in the approval of the special procurement, deny the request for approval of the special procurement, or revoke any approval of the special procurement.
- b. If the City Manager upholds the protest in whole or in part, the City shall refund the fee required to be delivered with the protest.

5. *Judicial Review.* An affected person may not seek judicial review of a denial of a request for a special procurement.

- a. Before seeking judicial review of the approval of a special procurement, an affected person shall exhaust all administrative remedies.

b. Judicial review shall be in accordance with [ORS 279B.400](#).

C. Protests and Judicial Review of Sole-Source Procurements. An affected person may protest the determination goods or services or a class of goods or services are available from only one source as provided in this section.

1. *Delivery and Late Protests.* An affected person shall deliver a written protest to the City Manager within seven (7) days after the first date of public notice of a proposed sole-source procurement is placed on the City's website, unless a different period is provided in the public notice.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the City Council to cover the costs of processing the protest.
 - b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
2. *Content of Protest.* The written protest shall include:
 - a. A detailed statement of the legal and factual grounds for the protest;
 - b. Evidence or documentation supporting the grounds on which the protest is based;
 - c. A description of the resulting harm to the affected person; and
 - d. The relief requested.
3. *Additional Information.* The City Manager may allow any person to respond to the protest in any manner the City Manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
4. *City Manager Response.* The City Manager shall issue a written disposition of the protest in a timely manner.
 - a. If the City Manager upholds the protest in whole or in part, the proposed sole-source contract shall not be awarded.
 - b. If the City Manager upholds the protest in whole or in part, the City shall refund the fee required to be delivered with the protest.
5. *Judicial Review.* An affected person may not seek judicial review of an election not to make a sole-source procurement.
 - a. Before seeking judicial review of the approval of a sole-source procurement, an affected person shall exhaust all administrative remedies.

b. Judicial review shall be in accordance with [ORS 279B.400](#).

D. Protests and Judicial Review of Personal Services Procurements. An affected person may protest the procurement of a personal services contract as provided in this section.

1. *Delivery.* Unless otherwise specified in the solicitation document, the protest shall be in writing and delivered to the City Manager.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the City Council to cover the costs of processing the protest.
 - b. Protests of the procurement of a specific contract as a personal services contract shall be made prior to closing.
 - c. Protests to the award or an intent to award a personal services contract shall be made within seven (7) days after issuance of the intent to award, or if no notice of intent to award is given, within forty-eight (48) hours after award.
 - d. Protests submitted after the timeframe established under this subsection are untimely and shall not be considered.
2. *Contents of Protest.* The written protest shall specify all legal or factual grounds for the protest as follows:
 - a. A person may protest:
 - (i) The solicitation itself on the grounds the contract is not a personal services contract or was otherwise in violation of these Rules or applicable law; or
 - (ii) The award or intent to award on the grounds:
 - (a) All proposals ranked higher than the affected persons are nonresponsive;
 - (b) The City failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document;
 - (c) The City abused its discretion in rejecting the affected person's proposal as nonresponsive; or
 - (d) The evaluation of proposals or the subsequent determination of award is otherwise in violation of these Rules or applicable law.
 - b. The protest shall identify and include:

- (i) The specific provision of these Rules or applicable law alleged to have been violated;
 - (ii) All evidence or supporting documentation supporting its grounds;
 - (iii) A description of the resulting harm to the affected person; and
 - (iv) The relief requested.
3. *Additional Information.* The City Manager may allow any person to respond to the protest in any manner the City Manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
4. *City Manager Response.* The City Manager or designee shall issue a written disposition of the protest in a timely manner.
- a. If the City Manager upholds the protest in whole or in part, the proposed personal services contract procurement shall be cancelled or the contract shall not be awarded, as the case may be.
 - b. If the City Manager upholds the protest in whole or in part, the City shall refund the fee required to be delivered with the protest.
5. *Judicial Review.* Before seeking judicial review, an affected person shall exhaust all administrative remedies. Judicial review shall be in accordance with [ORS 279B.420](#).

E. Protests of Cooperative Procurements. Protests of a cooperative procurement process, contents of a solicitation document, or award may be filed with the City only if the City is the administering agency and under the applicable procedure.

City of Sweet Home



Asset Policies and Procedures

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General Information

The City of Sweet Home's policies for the acquisition, valuation, and disposition of capital and fixed assets are contained within this document. These policies are designed to aid City departments, offices, and institutions under the control of the City Manager by clarifying the City's definition of capital and fixed assets. Relevant State Government Codes and Accounting Standards are incorporated within the policies. Proper asset accounting provides the City with the data necessary to:

- Prepare financial reports.
- Safeguard sizable investments.
- Identify custodial responsibility.
- Assist with risk management/insurance activities.
- Formulate future acquisition and retirement policies.
- Recover costs from Federal and State programs or fee reimbursement programs.
- Define types of Assets

An item is not considered to be an asset to be capitalized unless it has a useful life of at least one year. Additionally, fixed assets are generally thought to be items that are new or replacement in nature, rather than for the repair of an item. For the purpose of this document the terms Capital and Fixed Asset shall be used interchangeably.

Department of Finance Responsibility

The Finance Director is responsible for establishing the City of Sweet Home's Capital Asset Policy, under the direction and approval of the City Manager. The Finance Director will revise the Policy as required by law, generally accepted accounting principles, or practical necessity, to be approved by the City Manager. Final determination for definitions, valuations, and proper accounting entries required to record capital asset transactions rests with the Finance Department.

Finance shall maintain a capital asset system to be used for a significant portion of the City's capital assets. The Finance Department may verify the integrity of capital asset records by conducting periodic physical inventories of capital assets and make any necessary adjustments to the capital asset system and financial records.

The Finance Department shall work with other City departments to ensure assets are recorded correctly.

Departmental Responsibility

Purchases of capital assets are the responsibility of the department making the purchase in coordination with the Finance Department. Departments shall ensure these assets follow any and all guidelines as set forth in the restrictive documentation established by grant criteria or fund source.

Departments are responsible for ensuring that their capital assets are recorded properly in the current Financial Enterprise System.

Purchase of Capital Assets shall be documented through the Requisition/PO process. When doing so the department shall also report the following information directly to the Finance Department. If item has been previously procured or a is not required to follow the procurement process, the information shall be submitted directly to the Finance Department as applicable:

- Address and APN
- Make
- Model
- Year
- Description
- Manufacturer's serial number
- Acquisition date
- Acquisition amount
- Funding source (Federal, State, Local, Donated, Seized, Other, and percentage) of each capital asset shall be reported

Process for Recording an Asset:

- The department making the purchase is responsible for providing all information to the Finance Department within 5 days of acquisition of a recordable Asset
- The Finance Department will enter the items into the System of Record
- The department is responsible of notifying any changes regarding Capital Assets.

Summary of Capitalization Thresholds

Although the service life of certain buildings, improvements, and equipment, may extend beyond one year, the City has established minimum capitalization thresholds for administrative purposes. The City Manager has the authority to increase capitalization thresholds. All purchases below the applicable class threshold are to be expensed in the current period.

Class	Capitalization Threshold
Land	\$ 0
Land Improvements	\$ 25,000
Buildings	\$ 25,000
Building Improvements	\$ 25,000
Infrastructure: Pavement	\$ 25,000
Bridges	\$ 25,000
All Other	\$ 25,000
Equipment, Furniture, & Vehicles	\$25,000
Intangible Assets	\$ 25,000
Capital Leases	\$25,000
Leasehold Improvements	\$ 25,000
Works of Art / Historical Treasures	\$ 0
Construction in Progress for Year End Reporting	Projects expected to exceed \$ 25,000 at completion

Useful Life Ranges

Useful lives are determined by suggested useful life tables and professional judgment, since similar capital assets may have different useful lives depending on how and where they are used. Questions about the useful life of a specific asset should be decided upon jointly by department personnel and the Finance's Office. Items that have useful lives of less than one (1) year are not to be capitalized.

Acquisition of Capital Assets:

Capital assets are broadly defined as financial resources that are tangible or intangible in nature and have a useful life greater than one year. Examples of capital asset categories are Land, Land Improvements, Buildings, Building Improvements, Infrastructure, and Equipment. The City's Capital Asset Policy defines capital assets under each classification, addresses useful life ranges, sets minimum capitalization thresholds, and gives examples of costs to include in the value of the capital asset.

If the funding source of an asset is a grant, or the asset is acquired by gift or donation, the source or donor should be identified. If multiple funding sources apply, all sources should be identified. For historical assets, if the funding source cannot be determined, the asset shall be recorded under the general fund.

Land and Land Improvements

Definitions: Land includes all investments in real property other than structures and land improvements.

Land Improvements are non-building assets that enhance the quality or facilitate the use of land. Examples of depreciable land improvements include parking lots, driveways, sidewalks, retaining walls, fencing, outdoor lighting, landscaping, irrigation systems, recreation areas, athletic fields and courts, and fountains. Land improvements such as fill, grading, and excavation that provide permanent benefits and incur limited deterioration with use or the passage of time are to be classified with land as non-depreciable.

Capitalization: All Land is to be capitalized. Land Improvements valued at or over \$25,000 will be capitalized as well.

Buildings and Building Improvements

Definitions:

Buildings are structures that are physical property of a permanent nature that enclose people, equipment, services, or functions. Buildings may include major high cost components such as boilers, elevators, HVAC systems, and roofs. If practical, these components should be recorded separately in the capital asset system to simplify future replacement transactions and because their useful lives can differ from buildings.

Building Improvements are additions or improvements to buildings that increase the value or extend the useful life of a building. Refer to "Treatment of Costs Subsequent to Acquisition" section of this document for more specific information. Examples include replacing major building components, structural additions to a building, major energy conservation projects, installation of upgraded plumbing or electrical systems, and major renovations of exterior structural deterioration.

Capitalization: Buildings and Building Improvements valued at or over \$25,000 will be capitalized.

Valuation: The cost of Buildings and Building Improvements includes all expenditures in connection with acquisition or construction, such as:

- Purchase price or construction costs
- Fixtures attached to the structure
- Filing and other closing costs
- Architects' fees
- Payment of damages
- Cost of permits and licenses
- Accident or injury costs Insurance during construction

Infrastructure

Definition: Infrastructure is categorized as community service assets that are long-lived, generally stationary in nature, and normally preserved for a significantly greater number of years than most capital assets. Examples are: pavements, curbs, gutters, and sidewalks associated with roadways, bridges, sewer systems, water distribution systems, and water drainage systems.

Expansions and Improvements to infrastructure are those capital outlays that increase the asset's capacity or level of service, such as adding lanes to a road.

Capitalization: Infrastructure and infrastructure improvements valued at or over \$25,000 will be capitalized.

Land purchased for infrastructure projects shall be capitalized into the Land account.

Infrastructure acquired from developers or private associations which have been 'Accepted into the City Maintained System' by the Council must have a value determined for capitalization review. Historical costs or estimated values should be available in reports required from the original developer within the permit process. Land must be capitalized as a separate non-depreciable asset within the Land capital account at fair market value as of the date of acceptance.

Preservation costs that significantly extend the useful life of an asset beyond its original estimated useful life, but do not increase the capacity of the asset, are generally capitalized. Examples are seismic retrofitting bridges and reconstructing, recycling, or overlaying pavement.

Maintenance costs allow an infrastructure asset to continue to operate at its intended level of service during its originally established useful life and are not to be capitalized.

Equipment

Definition: Equipment includes physical moveable personal property such as machines, tools, furniture, vehicles, aircraft, mobile home/office trailers, and computer servers. Equipment does not include major systems integrated into a building or structure such as elevators, boilers, roofs, or HVAC. Software capital assets are managed within the Equipment capital account (see Computer Software paragraph).

Capitalization: Individual units or dependent systems valued at or over \$25,000 and a useful life of over one (1) year.

The group method for capitalization may apply in limited circumstances for equipment. Grouping includes a number of different units purchased at the same time whose defined purpose is to work in conjunction with one another, their independent operation is not feasible, and replacement of which is intended as a whole. Purchase of multiple identical units (e.g. 4 printers @ \$1,850 ea.) rarely represents valid grouping. Examples of valid grouping are:

- Modular furniture. Initial lot purchases and each subsequent lot or component over \$25,000
- Computer systems comprised of hardware and software components designed to work exclusively with one another at \$25,000 or over
- Unique multi-device systems for communications or vehicles

Vehicles

In addition to the equipment requirements, all vehicles shall also be recorded and tracked including:

- Make/Model/ Year of Vehicle
- Mileage
- Vehicle maintenance
- Vehicle condition
- Any conditional changes such as accidents, scratches, etc.

Leased Assets

Leased Assets shall be tracked in the same manner as purchased capital assets, provided the lease term is for longer than 1 year. Leased assets such as vehicles shall be recorded and tracked along with lease period. Depreciation shall not be calculated for Leased Assets. If the leasing company provides tracking as part of the service, departments may utilize this tracking mechanism instead of the City's tracking system, provided the Finance department is provided with access and updates, and the tracking is comparable to what the City would provide. The Finance department may ask for reports or updates at any time.

Intangible Assets

Definition: Intangible assets are defined as financial assets that lack physical substance. Common examples of intangible assets are easements, rights-of-way, and computer software.

Software Capitalization: An individual software application or license purchased for City use shall be capitalized if it is valued at or over \$25,000 and its useful life will be greater than one (1) year. (This does not include subscriptions)

Software Valuation: Software purchased as a component of a system designed to work exclusively with specific hardware shall be capitalized with the hardware using the group method and the \$25,000 threshold as noted in the equipment paragraph above. Computer software developed or obtained for internal use shall follow the capital asset guidance provided in the AICPA SOP 98-1. Vendor modifications, such as patches and version upgrades, used to keep software in a usable state as opposed to adding significant new capabilities, should be charged as maintenance expense.

Capital Leases

A capital lease is a lease that transfers substantially all the benefits and risks of ownership of property to the City at the end of the lease term and shall be accounted for as a capital asset if the cost of the property exceeds its class's capitalization threshold. Leases which meet one of the four requirements listed below:

- The lease transfers ownership of the property to the lessee by the end of the lease term.
- The lease contains a bargain purchase option.
- The lease term equals 75% or more of the estimated economic useful life of the leased property.
- The present value of the minimum lease payments exceeds 90% or more of the fair market value of the lease property at the date of the lease agreement.

(The last two criteria do not apply when the asset is already in the last quarter of its economic life, which includes the asset's economic life prior to the lease.)

Leasehold Improvements

Leasehold Improvements are improvements to buildings or structures that the City leases to be used during the term of that lease. Leasehold improvements are permanent in nature in that they involve physical modifications to a leased property. As such, moveable equipment or office furniture that is not attached to the leased property is not considered a leasehold improvement. Leasehold improvements do not have a residual value as they revert to the lessor at the expiration of the lease.

Leasehold improvements are capitalized by the lessee and are amortized over the shorter of (1) the remaining lease term, or (2) the useful life of the improvement. Improvements made in lieu of rent shall not be capitalized. If the lease contains an option to renew and the likelihood of renewal is uncertain, the leasehold improvement should be written off over the life of the initial lease term or useful life of the improvement, whichever is shorter.

Eminent Domain

The value of a capital asset obtained through eminent domain shall include all direct costs included in reaching a settlement with the seller.

Works of Art and Historical Treasures

Works of Art and City Historical Treasures shall be capitalized and recorded at historical cost. Works of Art and Historical Treasures that are inexhaustible should not be depreciated.

Donated Assets

Capital assets that are donated to the City are to be recorded at their fair market value as of the date of acceptance by the Council. The department receiving the donation is responsible for obtaining and providing written information required to create a Capital Asset record. Surplus property purchased at nominal prices far below actual value are in part a donation and shall be valued at the estimated fair market value at the time of acquisition.

Construction in Progress

Construction in Progress includes new construction or improvements to land, buildings, or infrastructure that have not been physically completed or have not had all project costs processed by fiscal year-end and the final cost of which is expected to exceed \$25,000. Construction in Progress expenditures shall be reported to the Finance's General Accounting Division at the end of each fiscal year as the sum of the expenditures to date by project, to be classified under Construction in Progress account.

Inventory

Items below the capitalization threshold may still be required to be tracked by the Finance department. These items will not need to be capitalized but will be tracked using the City of Sweet Home's Asset Tracking system. These items include:

Equipment over \$5,000, Vehicles over \$5,000 and Small Highly Attractive Assets with value under \$25,000.00

Small Highly Attractive Assets:

Small Highly Attractive Assets are defined as objects such as laptops, computers, cell phones and other items that do not meet the City's capitalization policy but the City considers particularly vulnerable to loss, thus subject to special property control.

These items will be tracked through the City's inventory tracking system. The department purchasing the items is responsible for providing the Finance department tracking and updates of distribution, and collection through the check in and checkout process

Depreciation

Depreciation is the process of allocating the cost of depreciable capital assets over a period, rather than incurring the entire cost as an expense in the year of acquisition. This process recognizes an asset's periodic cost of use and declining usefulness over time. Land, certain land improvements, and certain works of art and historical treasures are inexhaustible and are therefore not depreciated.

The City has elected to adopt the 5-year straight-line method of depreciation. Unless clear evidence indicating that the expected consumption of an asset will be significantly greater in the early portions than in the later portions of its useful life, the straight-line method of depreciation shall be applied as follows:

$$\text{(Asset Cost – Residual Value) / Estimated Useful Life in Years = Annual Depreciation Expense}$$

Residual value is the amount that can be anticipated to be recovered when the asset is no longer useful for its intended purpose. Useful life should approximate the time an asset will provide service to the City.

Capital assets that become fully depreciated and are still in use must remain in the financial capital accounts and identified within a capital asset system until they are disposed of.

Stolen or missing assets must be reported to the Finance Director

Asset Dispositions, Transfers, and Sales

Surplus items are those that are no longer required by the asset's controlling department. These assets may be traded in for new assets, transferred to other departments, or set up for classification as surplus and for subsequent redistribution to other departments, sale, or disposal. Any sale, transfer, donation, disposal, or dismantling of a capital asset must receive approval from the City Finance Director.

All transfers and sales require an update in the capital asset system. This includes transfers and sales between funds, transfers between departments, and site location changes. In addition to a capital asset system update, a financial transaction is necessary for the transfer or sale between funds. A transfer would remove the asset from the giving fund and record it in the receiving fund at the original

acquisition cost with depreciation incurred to date. A sale would remove the asset from the giving fund and record it in the receiving fund at the agreed upon amount.

Asset Dispositions, Transfers, and Sales for Subrecipients

All equipment with a cost of \$25000 or more purchased with grant funds shall revert to the City at the close of the activity. If a Subrecipient wishes to continue utilizing the equipment, and is not funded the following year, a letter must be submitted to the CDD requesting approval and describing how, through the continued use of the equipment, the grant objectives will be met. The City reserves the right to refuse any request.

A Subrecipient is required to maintain records of the grant funded equipment purchases and report to the City during the 5 year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period it constitutes Program Income, which must be reported and returned to the City.

When equipment has been fully depreciated, and if the equipment is sold, the Subrecipient shall return funds to the City.

Real Property Disposition for Sub-Recipients

Real property is defined as land, including land improvements and buildings. Any real property acquired or improved in excess of \$25,000 must continue to meet the National Objective of the program for a minimum of 5 years after expiration of the contract, or for a period of time as deemed appropriate by the City.

If not used as stated above, the Subrecipient must sell the real property in a manner that results in the reimbursement of the federal grant funds that were expended for the project and returned to the City.

Stolen or missing assets must be reported to the City Finance Director.



CITY OF SWEET HOME CITY COUNCIL MINUTES

March 28, 2023, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WiFi Passcode: guestwifi

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

Mission Statement

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

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 971-203-2871, and enter the meeting ID: 321 716 901#

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

Call to Order and Pledge of Allegiance

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

Roll Call

PRESENT

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

ABSENT

Councilor Josh Thorstad

STAFF

City Manager Kelcey Young
City Attorney Robert Snyder
CED Director Blair Larsen
Administrative Services Manager Julie Fisher
Communications Manager Adam Leisinger
Library Services Director Megan Dazey
Public Works Director Greg Springman
Police Chief Jason Ogden

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

MEDIA

Benny Westcott, The New Era

Motion to excuse Councilor Thorstad made by President Pro Tem Mahler, Seconded by Councilor Richards.

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

Mayor Coleman called for a Moment of Silence for Peggi Rush, PAC volunteer Executive Assistant for Timber Unity as well as the tragic event in Tennessee.

Consent Agenda:

Motion made to approve the Consent Agenda by Councilor Gourley, Seconded by Councilor Richards.
Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards

Mayor Coleman thanked the applicants that applied and are willing to volunteer on our boards and committees.

- a) Request for Council Action – Appointment to Boards and Committees

Approval of Minutes:

- a) 2023-03-14 City Council Executive Session Minutes
- b) 2023-03-14 City Council Minutes
- c) 2023-03-18 City Council Training Minutes

Recognition of Visitors and Hearing of Petitions:

None

Old Business:

None

New Business:

- a) Request for Council Action - 2023 Music and Brews PA Permit Application

Chief Ogden introduced the request for the PA Permitt for the Oregon Jamboree Music and Brews event to be held at the old mill property. Chief Ogden reported access will be from 18th Avenue and the speakers for the live music will be facing east away from surrounding properties.

The Police Department recommends approval.

Motion to approve the PA Permit for the Oregon Jamboree Music and Brews event made by President Pro Tem Mahler, Seconded by Councilor Richards.

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

- b) Resolution No. 4 - Sankey Park Phase III Grant

CED Director Blair Larsen reported the resolution presented is in support of a grant application for an Oregon Parks and Recreation Local Government Grant. The grant focus is on replacement of the original bandstand which was destroyed by a tree that fell. The grant refers to the bandstand as a community event center as well noting the versatility of the structure. The Park and Tree Committee support and recommended community event center marketing,

Additional portions of the grant were discussed. There were no questions of the Council.

Councilor Trask noted the hard work the Community and Economic Development staff has done to make park improvements possible. CED Director stated Associate Planner Angela Clegg and Engineer Tech Ryan Wade have completed a bulk of the work and he would relay the thanks to staff.

Motion made to approve Resolution No. 4 for 2023 by Councilor Trask, Seconded by Councilor Gourley.

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

c) Proclamation - Child Abuse Awareness Month

Mayor Coleman read the proclamation regarding Child Abuse Awareness and announced a Child Abuse Awareness event at the Police Department on April 1st at 9am.

Ordinance Bills

Request for Council Action and First Reading of Ordinance Bills

None

Second Reading of Ordinance Bills

None

Third Reading of Ordinance Bills (Roll Call Vote Required)

a) Ordinance No. 8 for 2023 – Ordinance No. 1314 - Sweet Home Ordinance Establishing the Public and Traffic Safety Committee.

Ordinance No. 8 for 2023 was read by title only.

Motion made to approve Ordinance No. 8 for 2023 establishing a Traffic and Safety Committee by Councilor Richards, Seconded by President Pro Tem Mahler.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Gourley, Councilor Sanchez, Councilor Richards

Voting Nay: Councilor Trask

Reports of Committees:

None

Reports of City Officials:

City Manager's Report

City Manager Young reported there will be a DEI Training for staff and City Council on April 17th from 10 AM - 11 AM.

The next City Council meeting will be a Workshop. There will be roll call, pledge, and the rest of the meeting will be dedicated to goal setting.

Mayor's Report

The Mayor invited everyone to the Child Abuse Awareness Event on April 1st at the Police Department. The event starts at 9 AM.

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

Finance Director

No report

Police Chief

Police Chief Ogden reported property crimes are down and the clearance rate is 40% which is good for those types of crimes which are typically hard to solve.

Chief Ogden reported foot patrols in downtown during the night shift.

Saturday, April 1st will be a Kick Off Event for Child Abuse Awareness month starting at 9am at the flag pole at the Police Department. Blue pinwheels are available for donation.

a) Department Report - February 2023

City Attorney

No report

Council Business for Good of the Order

Councilor Sanchez thanked Mayor Coleman for the Moment of Silence for Peggi Rush and stated Peggi gave the best years of her life to move change in Oregon politics and stand up for our community and protect our way of life. Councilor Sanchez stated this is the last meeting before Easter and Passover which give her hope.

Adjournment

The meeting adjourned at 6:52 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME CITY COUNCIL MINUTES

April 11, 2023, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WiFi Passcode: guestwifi

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

Mission Statement

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

Meeting Information

Call to Order and Pledge of Allegiance

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

Roll Call

PRESENT

Mayor Susan Coleman
President Pro Tem Greg Mahler
Councilor Dave Trask
Councilor Lisa Gourley
Councilor Angelita Sanchez
Councilor Josh Thorstad

ABSENT

Councilor Dylan Richards

STAFF

City Manager Kelcey Young
Administrative Services Manager Julie Fisher
Communications Manager Adam Leisinger
Public Works Director Greg Springman
Library Services Director Megan Dazey
Police Chief Jason Ogden
Police Captain Ryan Cummings

MEDIA

Benny Westcott, The New Era

New Business:

- a) Council Goal Work Session

The City Council met in Work Session to determine their Mission Statement, Vision and Goals. The prior City Council 2021 Mission Statement, Vision, and Goals were reviewed

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

and discussed. The identified goals will be brought to the City Council in a public meeting to allow public comment and Council decision on April 25, 2023.

Adjournment

The meeting adjourned at 8:23 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



Mental Health Awareness Proclamation 2023

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, promotion and prevention are effective ways to reduce the burden of mental health conditions; and

WHEREAS, there is a strong body of research that support user-friendly tools that all Americans can access to better handle challenges, and protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, faith-based organization, health care provider, veteran's groups and citizen has a responsibility to promote mental wellness and support prevention efforts; and

WHEREAS, Linn County, as well as the nation as a whole, is finally returning to normal after an infectious disease outbreak, it is important to remember that feeling anxious, confused, overwhelmed or powerless remain as common problems and are quite normal. By limiting media consumption, staying connected with loved ones and staying active we can maintain our mental health as we try to protect our physical health; and

WHEREAS, the Linn County Mental Health Advisory Board is emphasizing that there is no health without mental health by being involved with Public Service Announcements, Health Fairs, public speakers and various trainings regarding mental health issues;

THEREFORE, I Mayor Susan Coleman, do hereby proclaim May, 2023 as Mental Health Awareness Month in Sweet Home. As the Mayor, I also call upon the citizens, governmental agencies, public and private institutions, businesses and schools in Sweet Home to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Proclaimed this 25th day of April 2023.

Susan Coleman - Mayor

ATTEST:

City Manager – Ex Officio City Recorder

**BY THE MAYOR OF THE CITY OF SWEET HOME
A PROCLAMATION for a DAY OF PRAYER**

WHEREAS: Throughout history Americans have lifted up fervent prayers to God on behalf of our nation. From the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, wrote that they, “the Representatives of the United States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world...” and carried on to present day in Presidential Proclamations such as last year’s invitation to “join him in asking for God’s continued guidance, mercy, and protection”; and

WHEREAS: A National Day of Prayer has not only been a part of our heritage since it was declared by the First Continental Congress in 1775, but it is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directing the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

WHEREAS: In our state and across America the observance of the National Day of Prayer will be held on Thursday, May 4, 2023; and

WHEREAS: Every first Thursday of May on the National Day of Prayer we not only express our faith and exercise our freedom in prayer but unite our hearts and voices in personal prayer and public gatherings throughout our city and across our America with fervent praise, repentance, love, and humble intercession for our neighbor and nation, holding fast to the promises throughout the Holy Scriptures that the Lord hears and helps those who call to Him.

NOW, THEREFORE, I, Susan Coleman, Mayor of the City of Sweet Home, do hereby proclaim, May 4th, 2023, as a

DAY OF PRAYER

throughout the City of Sweet Home and I commend this observance to all of our citizens.

Dated this __ day of __, 2023.

Mayor Susan Coleman



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – City Council FY 2023-2024 Goals

Preferred Agenda: April 25, 2023

Submitted By: Julie Fisher, Administrative Assistant

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution Motion Roll Call Other

Relevant Code/Policy: Enter Text Here

Towards Council Goal: Enter Text Here

Attachments: FY 2023-2024 City Council Goals, Resolution No. 5 for 2023

Purpose of this RCA:

Should the City Council of Sweet Home adopt the Council Goals for Fiscal Year 23-24?

Background/Context:

The City Council and City Management Staff participated in goal setting sessions on April 11, 2023. The Vision Statement, Mission Statement and Goals identified in Resolution No. 5 for 2023 are a result of that process and establish the priorities of the City Council for the fiscal year ending June 30, 2024. Following adoption of the goals, City Staff will prepare work plans in support of the adopted goals. The goals will be reviewed regularly to evaluate accomplishments towards same.

The Challenge/Problem:

Often times organizations face issues when leadership and staff are not in alignment on the direction of the organization. A clear Vision Statement, Mission Statement and Goals utilized to formulate a work plan will help create alignment, so leadership and professional staff are working to move the organization in the same direction. Failure to have these in place will lead to miscommunication, misunderstanding and disarray within the organization.

Stakeholders:

1. **Citizens:** A Vision, Mission and Goals utilized to formulate a work plan will help create transparency in local government operations. Citizens deserve to have a clear understanding of the direction their Elected Officials are taking their local government as an organization and what issues their elected representatives will be working toward.
2. **Elected Council:** Establishing a Vision, Mission and Goals utilized to formulate a work plan will help create transparency in local government operations, clarity for staff on how to make decisions and guide daily operations.

3. **Professional Staff:** Having a clear Vision, Mission and Goals to formulate a work plan will help create alignment in daily operations as staff makes decisions they believe to meet the Council's wishes.

Issues and Financial Impacts:

1. The FY 23-24 goals will be incorporated into the budget as necessary to move priorities forward to completion.

Elements of a Stable Solution:

A clear Vision Statement, Mission Statement and Goals so staff will be able to develop work plans around them, steering the City's limited resources in the most efficient manner possible.

Options:

1. *Do Nothing*
2. *Make Modifications* to the identified goals
3. *Make a Motion* to approve Resolution No. 5 for 2023 adopting the Fiscal Year 2023-2024 City Council Goals.

Recommendation:

It is recommended that the City Council choose option #3 *Make a Motion to approve Resolution No. 5 for 2023 adopting the Fiscal Year 2023-2024 City Council Goals.*

RESOLUTION NO. 5 FOR 2023

A RESOLUTION ADOPTING THE CITY OF SWEET HOME VISION STATEMENT, MISSION STATEMENT AND FISCAL YEAR 2023-2024 CITY COUNCIL GOALS.

WHEREAS, the Sweet Home City Council periodically establishes goals to guide its actions in carryout out the business of the City; and

WHEREAS, the City Council considered and identified its goals on April 11, 2023; and

WHEREAS, the City Council has identified the following goals to be worked toward during Fiscal Year 2023-2024.

NOW, THEREFORE, THE CITY OF SWEET HOME DOES RESOLVE AS FOLLOWS:

That the following Vision Statement, Mission Statement and City Council goals are adopted for Fiscal Year 2023-2024

VISION STATEMENT

We, as City Council, have been entrusted to make decisions that do the most good, for the most people, for the longest period of time to enhance the quality of life for our community.

- I. WE ASPIRE to make Sweet Home a community people find desirable to live in.
- II. WE ASPIRE to have an effective and efficient local government.
- III. WE ASPIRE to provide viable and sustainable infrastructure.
- IV. WE ASPIRE to provide viable and sustainable essential services.
- V. WE ASPIRE to create an economically strong environment in which businesses prosper.

MISSION STATEMENT

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

GOALS:

Goal	Project	Timeline	Owning Department
Infrastructure	Complete Transportation System Plan	2023-2024	CEDD
	Develop Parks Master Plan	2024	CEDD
Be an Effective and Efficient Government	Create Dashboard for City Goals	2023-2024	Administration
	Review Franchise Agreements/Fees	2024	Administration
	Develop Ideas to generate revenue	2024	Administration
Rejuvenate Essential Services	Obtain funding for the WWTP create bid docs	2023-2024	PW
	Construct 10th Ave EV charging station	2024	CEDD
	Find and develop funding for 8th Ave Watermain Replacement	2024	PW
	Chip Seal Two Miles of Roads	2024	PW
	Upgrade existing WTP with a New Backwash Pump and New VFD controllers.	2024	PW
	Replace failed raw water control valve in the intake building	2024	PW
	Economic Strength	Develop partnership with COE for Foster Lake Station	2024
Construct phase 1 Streetscape Plan		2023-2024	PW/CEDD
Create a Program for Obtaining Grants		2024	Administration
Image Building	Determine Location/obtain funding/purchase property for the new library	2024	Library
	Complete Phase 1 of Quarry Park, submit RFP for P3	2024	CEDD
	Create Traffic Officer Plan	2024	PD
	Construct Upper Sankey Park	2024-2025	PW - CEDD

PASSED by the Council and approved by the Mayor this 25th day of April, 2023.

Mayor

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Public Notice: Legislative Amendment LA23-01 (HNA)

Preferred Agenda: April 25, 2023

Submitted By: Angela Clegg, Associate Planner

Reviewed By: Blair Larsen, CEDD Director
Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: Sweet Home Comprehensive Plan, Chapter 4

Towards Council Goal: Aspiration II: Effective and Efficient government; Goal 2.1: Update and Streamline Processes; Goal 2.2: Develop continuity in planning and permitting processes.

Attachments: Ordinance No. 9 for 2023
Draft Planning Commission Minutes April 6, 2023

Purpose of this RCA:

The purpose of this RCA is to hold a public hearing to adopt the 2022 Housing Needs Analysis and text amendments to the Sweet Home Comprehensive Plan, Chapter 4: Residential Lands and Housing, and conduct the first reading of Ordinance No. 9 for 2023.

Background/Context:

This legislative amendment, LA 23-01, consists of the 2022 Housing Needs Analysis and text amendments to Sweet Home Comprehensive Plan, Chapter 4. The proposed text amendments were identified by the consultants, based on data provided by staff and feedback from the Planning Commission.

The following is a timeline of meetings associated with this project:

- January 13, 2023: Staff submitted the online PAPA.
- February 1, 2023: Notice Published in the New Era
- February 16, 2023: The Planning Commission held a public hearing on the proposed text amendments. The Planning Commission moved to continue the hearing to March 16, 2023 based on feedback from DLCD.
- March 16, 2023: The Planning Commission held a public hearing on the proposed text amendments. The Planning Commission moved to continue the public hearing to April 6, 2023 based on feedback from the consultants.
- April 6, 2023: The Planning Commission held a public hearing on the proposed text amendments. The Planning Commission moved to recommend approval of the amended Development Code to City Council.

At the April 25, 2023 Council Meeting, the City Council will hold a public hearing regarding this legislative amendment, and will conduct the first reading of the legislative amendment.

The Challenge/Problem:

Should the City adopt the Housing Needs Analysis and amend Chapter 4 of the Comprehensive Plan in the manner recommended by the Planning Commission?

Stakeholders:

- City of Sweet Home Residents – The proposed analysis and text amendments benefit residents with a clearer and more efficient plan.
- Property Owners and Developers: Benefit from clear standards.
- Staff: Will be able to implement the Comprehensive Plan with more efficiency.

Issues and Financial Impacts:

This change will have no financial impact on the City.

Elements of a Stable Solution:

A stable solution involves adopting the Housing Needs Analysis and changes to the City's Comprehensive Plan that improve the quality of development for current and future residents and businesses, without overly burdening property owners and developers in a way that is clear, consistent, and does not require significant staff interpretation. In addition, a stable solution would be consistent with the City's policies and goals.

Options:

1. Approve application LA23-01 and conduct a first reading of Ordinance No. 9 for 2023;
2. Deny application LA23-01 and direct staff and the Planning Commission to make revisions (specify).
3. Continue the public hearing to a later date to allow more time for the Council to examine the proposed changes or to provide staff time to prepare amendments or additional information (specify).
4. Take no action; leave the code as is.
5. Other

Recommendation:

Staff recommends option 1: Approve application LA23-01 and conduct a 1st reading of Ordinance No. 9 for 2023.

ORDINANCE BILL NO. 9 FOR 2023

ORDINANCE NO. ____

SWEET HOME ORDINANCE AMENDING CHAPTER 4 OF THE CITY OF SWEET HOME COMPREHENSIVE PLAN AND ADOPTING A HOUSING NEEDS ANALYSIS

WHEREAS, Oregon law requires that state, regional, and local governments plan for housing needs for the people of the state; and

WHEREAS, the City of Sweet Home has not undertaken a housing needs analysis since 2001, and Sweet Home has experience significant growth since then; and

WHEREAS, in 2021 the City obtained a grant from the Oregon Department of Land Conservation and Development for a Housing Needs Analysis; and

WHEREAS, the Sweet Home Planning Commission held four work sessions and one public hearing as part of the Housing Needs Analysis process; and

WHEREAS, the Housing Needs Analysis identified a need to update the Housing chapter of the City's Comprehensive Plan; and

WHEREAS, a public hearing before the Planning Commission was held on April 6, 2023, during which the Planning Commission duly considered the subject, including the staff recommendations, and all the exhibits and testimony offered by all interested parties, and recommended that the City Council adopt the Housing Needs Analysis as a sub-element of the Sweet Home Comprehensive Plan; and,

WHEREAS, the Sweet Home City Council held a public hearing on the matter on April 25, 2023, and has considered the Planning Commission's recommendation, the staff reports in this matter, and the testimony and evidence of interested parties, and has evaluated the Housing Needs Analysis against the Statewide Goals, state requirements, the Comprehensive Plan, and other applicable standards.

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

- Section 1. The City of Sweet Home Comprehensive Plan is hereby amended by deleting the existing Chapter 4: Residential Lands and Housing and inserting the document set forth in Exhibit A.
- Section 2. All previously adopted Housing Needs Analysis documents are hereby repealed.
- Section 3. The Housing Needs Analysis, attached hereto as Exhibit B, is hereby adopted as an amendment to and a sub-element of the Sweet Home Comprehensive Plan.
- Section 3. To reflect adoption of the Housing Needs Analysis, City staff are directed to make conforming changes to the Comprehensive Plan necessary to incorporate the amendments adopted herein.

PASSED by the Council and approved by the Mayor this __ day of _____, 2022.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

EXHIBIT A

Chapter 4: Residential Lands and Housing

Community Goals

Sweet Home strives to establish residential areas that are safe, healthful and attractive places to live, and that will provide a maximum range of residential choices for the people in Sweet Home.

Overview

Through comprehensive planning, the City of Sweet Home can help guide the quantity, type, and affordability of its housing stock. Sweet Home recognizes the challenge of planning for a variety of housing options in both existing neighborhoods and new residential areas. How to achieve housing options that match the changing demographics and lifestyle of the residents will continue to be one of the challenges facing the community.

This chapter provides necessary information to guide housing policies within Sweet Home. There are many factors to consider when developing and implementing housing policies. The City of Sweet Home shall encourage provision of the right number of housing units of the right type and price for Sweet Home residents through designating appropriate acreage. This chapter explains how the Comprehensive Plan policies will help achieve both the City's housing goals and the Statewide Planning Goals.

Statewide Goal 10: Housing

Oregon Statewide Goal 10 requires cities to "provide for the housing needs of citizens of the State." This chapter presents the information the City of Sweet Home needs to make important decisions about housing.

Under Goal 10 rules and guidelines, the Comprehensive Plan shall include the following information and components:

- A buildable lands inventory,
- A comparison of Sweet Home residents' incomes with the cost of available housing,
- Existing vacancy rates and housing demand,
- An inventory of existing housing in Sweet Home, and
- Information about the number of needed housing units.

People

Analyzing population trends makes up an important part of evaluating Sweet Home's current and future housing needs. Projecting Sweet Home's population for a 20 year planning period and knowing the characteristics of that population helps determine the City's overall housing need. It also helps answer questions like "How many new housing units will Sweet Home need over the next 20 years?" and "How much affordable housing does Sweet Home need?"

Sweet Home experienced considerable population increases during the 1930s and early 1950s. In the decades since then, Sweet Home's population experienced a slower growth rate than the rest of Linn County and Oregon. Between 2000 and 2020, Sweet Home's population grew from 8,016 to 9,415. This rate of growth will continue for the 20-year planning period. Long-range population forecasts prepared

by Portland State University anticipate that 1,720 new residents will be added to the Sweet Home Urban Growth Boundary (UGB) over the next 20 years.

Needed Housing Units

City building permit records show that 438 residential building permits were issued between 1990 and 2000. Most of these permits (88 %) were issued for single-family units, either detached or manufactured. Twelve percent of the permits were issued for multiple-family units. Sweet Home expects this trend to continue during the 20-year planning period, which means that the majority of new housing units will most likely be single-family homes. Sweet Home is anticipated to add approximately 1,720 people to its population over the next 20 years. To accommodate this growth in population, Sweet Home will require an additional 691 housing units plus 16 people living in group quarters over the next 20 years.

Types of Housing

Historically, most homes in Sweet Home have been detached, single-family residences. According to the Buildable Lands Inventory, this trend will likely continue during the 20-year planning period but could also shift due to other factors. The factors driving this potential shift include changes in demographics and decreases in housing affordability. The aging of the Baby Boomers and the growth of younger and diversified Millennial households is likely to result in increased demand for a wider variety of housing that are affordable and appropriate for both the elderly and families with children. Therefore, of the 691 new housing units, 503 should be single-family detached homes (such as small lot and standard lot subdivisions); 46 townhomes/duplexes; 49 multifamily units (apartments); and 93 manufactured housing units or cottage homes.

Historically, most Sweet Home residents who own their home choose to live in single family residences. As of 2020 73% of owners live in single-family residences, 13% manufactured homes, 7% multifamily, and 7% in plexes. If this trend continues, most owner-occupied housing needs will be met through single family homes. Owner-occupied housing units represent 60% of the occupied housing inventory while renter-occupied units account for the other 40% of the inventory. Ownership is most prevalent among single-family detached and manufactured housing types while renters are more likely to favor townhomes, plexes, and multifamily units.

Affordability of Housing

Goal 10 requires Sweet Home to address the range of housing prices and rents to find out if a balance exists between the cost of housing and Sweet Home residents' income. The Housing Needs Analysis concluded that, of the 691 units Sweet Home will need for the 20-year planning period, a certain number of those units must be within a certain price or rent range in order to fulfill the needs of Sweet Home residents.

The majority of needed rental units are projected to be 50% to 80% of MFI and less than 30% of MFI. Nearly opposite trends exist for needed owner-occupied units. The most need exists for units that are 120% or more of MFI.

The table below shows how many units will be needed for the 20-year planning period.

Housing Type	Owner-Occupied Dwellings	Renter-Occupied Dwellings	Total Dwelling Units	Attainable Housing Products
Upper (120% or more of MFI)	292	46	338	Standard Homes
Upper Middle (80% to 120% of MFI)	83	36	119	Cottage Homes, Townhomes, Apartments
Lower Middle (50% to 80% of MFI)	42	77	119	Townhomes, Mfgd. Homes, Plexes, Apts.
Low (less than 50% of MFI)	0	38	38	Govt. Assisted Apts. & ADUs
Very Low (less than 30% of MFI)	0	77	77	Govt. Assisted Apts. & ADUs
Total	417	274	691	

Existing Lands and Needed Lands

Buildable Lands Inventory

Like every city in Oregon, Sweet Home must provide enough buildable land to accommodate future housing need for a 20-year planning period. For the purpose of analysis, “buildable” lands include vacant land and land where the value of the structures on the land equals or exceeds the value of the land. A buildable lands inventory serves an important function for the Comprehensive Plan. The inventory calculates the amount of suitable, available, and necessary land for residential use. Because it describes how many acres of each type that exist in Sweet Home, the buildable lands inventory serves as the starting point for housing policies in Sweet Home.

The findings indicate there is a total of 2,077 acres zoned for residential uses in Sweet Home, including 1,504 gross developed acres and 427 gross vacant acres.

The table below shows each land use designations and how many buildable acres exist in each land designation.

Zone Designation	Buildable Vacant	Public Facilities	Net Vacant
Central Commercial	2	1	2
Highway Commercial	16	4	12
Neighborhood Commercial	0	0	0
Residential/Industrial/Transition	3	1	2
High Density Residential	34	9	26
Medium Density Residential	28	7	21
Low Density Residential	254	63	190
RR-1	6	2	5
RR-2.5	0	0	0
Total	343	86	257

Source: Sweet Home Buildable Land Inventory; 3J Consulting

Needed Residential Lands 2000-2020

To accommodate the addition of approximately 632 dwelling units to the City’s housing stock, Sweet Home will require at least 135 net acres of buildable land area. Because Sweet Home will continue to need different types of housing and lot sizes, the City will need to make a variety of zones available for residential uses. The table below illustrates how many acres Sweet Home needs for each different residential plan designation.

Dwelling Unit Type	20-Year Dwelling Unit Demand	Applicable Plan Designation	Applicable Local Zones	Allowable Density (DU/Ac)	Avg. Development Density (DU/Ac)	Net Buildable Land Requirement	Gross Buildable Land Need*	%
Single Family Detached	460	LDR	RR-1, RR-2.5, LDR, R/VT	1 to 5	4.0	115	144	73%
Mfd. Homes & Cottages	85	MDR	MDR	3 to 10	6.5	13	16	13%
Townhomes / Plexes	42	MDR	MDR	6 to 12	9.0	5	6	7%
Multifamily (5+ units)	45	CC, HC, NC, HDR	CC, HC, NC, HDR	14 to 36	18.0	2	3	7%
Total	632					135	169	100%

Source: prior tables; and interpretation of current zoning code and housing development/market conditions.

* Assumes 25% of site area required for future public facilities, roads, easements, etc.

According to the Housing Needs Analysis, Sweet Home has sufficient buildable land, in all designated densities, to provide for the City’s residential housing needs during the 20-year planning period.

Sweet Home intends the Housing Policies listed below to help maintain and establish residential areas that are safe, healthful, and attractive places to live, and that provide a maximum range of residential choices for people in Sweet Home. As with all policies in this Plan, the Housing Policies act as a guide for Sweet Home’s Zoning Code to implement the goals outlined in this chapter.

Population (2020)	9,415
Projected Population (2040)	11,135
Projected Growth Rate	0.76%
Projected New Residents	1,720

Residential Land Use Policies

1. Residential areas will offer a wide variety of housing types in locations best suited to each housing type.
2. Sweet Home will encourage rehabilitation or redevelopment of older residential areas.
3. The City encourages flexibility in design to promote safety, livability, and preservation of natural features.
4. Sweet Home establishes density recommendations in the Plan in order to maintain proper relationships between proposed public facilities, services, and population distribution.
5. The City will work with public and nonprofit organizations that provide affordable housing within the community.
6. Schools and parks shall be distributed throughout the residential section of the community.
7. Where nonresidential uses abut residential areas in the community, nonresidential uses shall be subject to special development standards.
8. Efforts will be made to complete or connect existing sidewalks along routes to schools, parks, or commercial areas.
9. Development of residential local streets, whenever possible, will increase connectivity within and between neighborhoods.

10. The maximum net development densities (not including streets), in high density residential areas shall not exceed 35 multi-family dwelling units per acre, based on the standards for unit type.
11. Many of the hillside areas of Class II slope or less (25% slope or less) provide attractive sites for residential use. The City may enact special development standards governing hillside development on Class II slopes.
12. Efforts will be made to extend trails, pedestrian ways, and bikeways through existing residential areas.
13. To encourage connectivity and pedestrian access, residential blocks shall meet the development standards, except when topographical constraints make the standards impractical. When existing conditions or topography prevent a cross street, a pedestrian access way to connect streets should be considered as part of the development.
14. Ensure the land use code includes “clear and objective” standards for housing development and does not have the effect of discouraging needed housing through unreasonable cost or delay or reducing the proposed housing density already allowed by zoning.
15. Create a marketing campaign that increases awareness and participation in green energy tax credit programs to provide homeowners and renters assistance in upgrading their homes to be more energy efficient.
16. Regularly conduct a Fair Housing audit of the City’s development processes and Development Code. An audit would look at existing definitions, restrictions, standards that trigger conditional use permits, and disparate impacts of policies on protected classes.
17. Identify areas of high priority for improving infrastructure to support new residential development, focusing on opportunities for new development in higher density zones. Particularly in areas with vacant land zoned for housing.
18. Plan for a 20-year supply of suitable land for Sweet Home to meet housing needs through regular monitoring and adjustments of available residential land.
19. Streamline the permitting process to reduce cost and delay of new housing units.
20. Promote the development of accessory dwelling units as a means to contribute to the overall housing stock and rental market.
21. Identify public owned properties that could be used for affordable housing.
22. Consider deferrals or waivers of SDCs for affordable housing developments.
23. Monitor annually the number of total housing units, regulated affordable units, multifamily units, regulated affordable multifamily units and single family units, and regulated affordable single family units.
24. Explore opportunities to remove undevelopable land from the buildable land inventory, including comprehensive plan amendments, rezoning and land exchanges.
25. Utilize the Oregon Wildfire Risk Explorer mapping tool to identify the wildland-urban interface and wildfire risk at the property ownership level.
26. New housing development in the wildland-urban interface should be avoided or minimized.

City of Sweet Home Housing Needs Analysis



December 2022



Acknowledgements

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Sweet Home City Council

Greg Mahler, Mayor
Diane Gerson, President
Susan Coleman
Lisa Gourley
Dylan Richards
Angelia Sanchez
Dave Trask

Sweet Home Planning Commission

Jeffrey Parker, Chair
Jamie Melcher
Eva Journey
Greg Korn
Greg Stephens
David Lowman
Henry Wolthuis
Dave Trask

Sweet Home Staff

Blair Larsen
Angela Clegg

Department of Land Conservation and Development

Patrick Wingard, South Willamette Valley Regional Representative
Sean Edging, Housing Planner

Consultant Team

3J Consulting
Scott Fregonese
Julia Reisemann
Natalie Knowles

FCS GROUP

Todd Chase
Tim Wood



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Introduction

The Sweet Home Housing Needs Analysis (HNA) is intended to serve as a basis for the City of Sweet Home to document new information regarding the city’s Buildable Land Inventory (BLI), population and employment trends, and development policies aimed at providing adequate land within the urban growth boundary (UGB) to accommodate the next 20 years of population growth.

Oregon Regulatory Requirements

The passage of the Oregon Land Use Planning Act of 1974 (ORS Chapter 197) established the Land Conservation and Development Commission (LCDC) and the Department of Land Conservation and Development (DLCD). The Act required the Commission to develop and adopt a set of statewide planning goals. Goal 10 addresses housing in Oregon and provides guidelines for local governments to follow in developing their local comprehensive land use plans and implementing policies.

At a minimum, local housing policies must meet the applicable requirements of Goal 10 and the statutes and administrative rules that implement it (ORS 197.295 to 197.314, ORS 197.475 to 197.490, and OAR 600-008).¹ Goal 10 requires incorporated cities to complete an inventory of buildable residential lands. Goal 10 also requires cities to encourage the numbers of housing units in price and rent ranges commensurate with the financial capabilities of its households. Goal 10 defines needed housing types as “all housing on land zoned for residential use or mixed residential and commercial use that is determined to meet the need shown for housing within an UGB at price ranges and rent levels that are affordable to households within the county with a variety of incomes, including but not limited to households with low incomes, very low incomes and extremely low incomes.” ORS 197.303 defines needed housing types:

- (a) Housing that includes, but is not limited to, attached and detached single-family housing and multiple family housing for both owner and renter occupancy.
- (b) Government assisted housing.²
- (c) Mobile home or manufactured dwelling parks as provided in ORS 197.475 to 197.490.
- (d) Manufactured homes on individual lots planned and zoned for single-family residential use that are in addition to lots within designated manufactured dwelling subdivisions.
- (e) Housing for farmworkers.

¹ ORS 197.296 only applies to cities with populations over 25,000.

² Government assisted housing can be any housing type listed in ORS 197.303 (a), (c), or (d).

Methodology

A recommended approach to conducting a housing needs analysis is described in *Planning for Residential Growth: A Workbook for Oregon's Urban Areas*, the Department of Land Conservation and Development's guidebook on local housing needs studies. As described in the workbook, the specific steps in the housing needs analysis are:

1. Project the number of new housing units needed in the next 20 years.
2. Identify relevant national, state, and local demographic and economic trends and factors that may affect the 20-year projection of structure type mix.
3. Describe the demographic characteristics of the population and, if possible, the housing trends that relate to demand for different types of housing.
4. Determine the types of housing that are likely to be affordable to the projected households based on household income.
5. Determine the needed housing mix and density ranges for each plan designation and the average needed net density for all structure types.
6. Estimate the number of additional needed units by structure type.

Process

The HNA process was initiated at a kickoff management of City staff and the consultant in January 2022. PMT members continued to meet on regular basis over the course of the project to track progress on key tasks and deadlines, identify unanticipated issues and develop alternative approaches as needed.

The Planning Commission acted as the advisory committee for the HNA project. The advisory committee met three times in this capacity throughout the course of the project. The advisory committee reviewed and provided comments on key materials and made recommendations related to housing implementation policies.

- At meeting #1 in May 2022, the advisory committee viewed a presentation of demographic and housing trends in Oregon, Linn County, and the City of Sweet Home.
- At meeting #2 in September 2022, the advisory committee viewed a presentation on the Residential Buildable Land Inventory and Residential Land Need Analysis.
- Meeting #3 in December 2022, the advisory committee viewed a presentation on the final HNA report and the draft Comprehensive Plan Housing Chapter.

All advisory committee meetings were advertised and open to the public.

Report Organization

This report provides the technical basis of findings that support proposed housing policy recommendations and subsequent actions that the city will take to update its Comprehensive Plan and Development Code. Each section of this report provides current data, assumptions and results that comprise all findings and conclusions:

I. Introduction.

II. Housing Need Projection: provides a demographic overview and summary of market trends influencing housing growth in Sweet Home.

III. Buildable Land Inventory: identifies vacant, partially vacant, and redevelopable residential land within the Sweet Home UGB, and accounts for constraints to get to a final determination of capacity to meet 20-year needs.

IV. Land Sufficiency Analysis: this section compares expected land demand to vacant land supply to meet housing mix and densities described in the HNA.

V. Findings and Recommendations highlights key findings and draft housing policy recommendations.

Housing Need Projection

Methodology

The methodology for projecting housing needs within the Sweet Home UGB includes consideration of demographic and socio-economic trends, housing market characteristics and long-range population growth projections.

Regional (Linn County) and local (City or UGB) population, households, income and market characteristics are described in this memorandum using data provided by the U.S. Census Bureau (Census and American Community Survey), the U.S. Department of Housing and Urban Development (HUD), Oregon Department of Housing and Community Services (OHCS), Portland State University (PSU) and the City of Sweet Home. Where trends or long-range projections are provided by an identified data source, this analysis includes extrapolations or interpolations of the data to arrive at a base year (2022 estimate) and forecast year (2042 projection). The result of this forecast translates population growth into households and households into housing need by dwelling type, tenancy (owner vs. renter) and affordability level.

Demographic and Socio-Economics

Population

The City of Sweet Home attained a record-high population of 9,415 people in 2020. Linn County population is currently estimated at 127,320 year-round residents. In the last twenty years, the population in Sweet Home has grown more slowly than the Linn County average (**Exhibit 1**).

Exhibit 1: Population Trends (1990-2020)

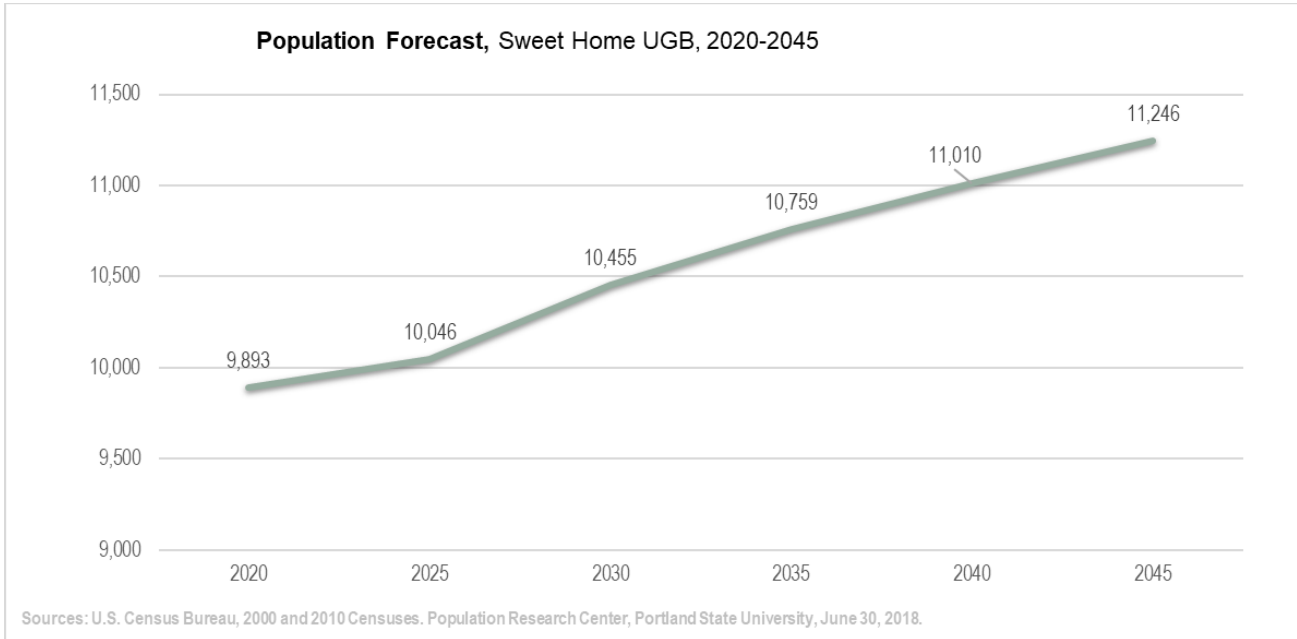
Population Estimates, Linn County and City of Sweet Home , 1990-2020					CAGR
	1990	2000	2010	2020	2000-2020
Linn County	91,227	103,069	116,672	127,320	1.06%
City of Sweet Home	6,850	8,016	8,925	9,415	0.81%

Sources : *Population Research Center, Portland State University, April 15, 2020*

U.S. Census Bureau, PL94-171 redistricting data files.

Long-range population forecasts prepared by PSU anticipate that 1,720 new residents will be added to the Sweet Home Urban Growth Boundary (UGB) over the next 20 years. This equates to a projected annual average growth rate (CAGR) of 0.76% for the city (see **Exhibit 2**).

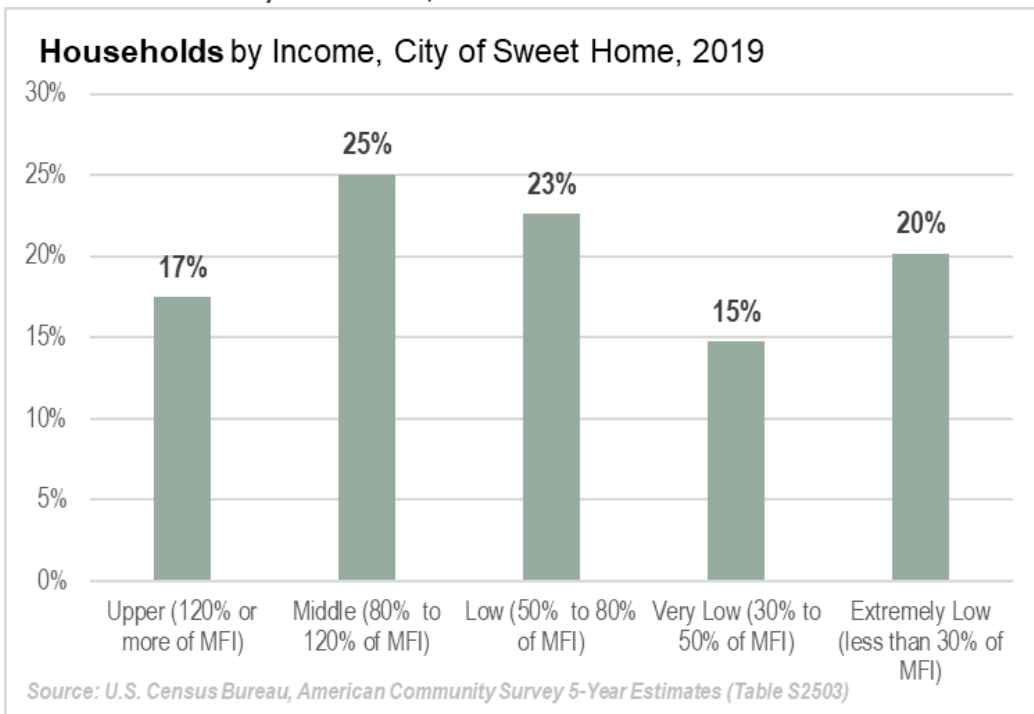
Exhibit 2: Population Projections (2020-2045)



Socio-economic Characteristics

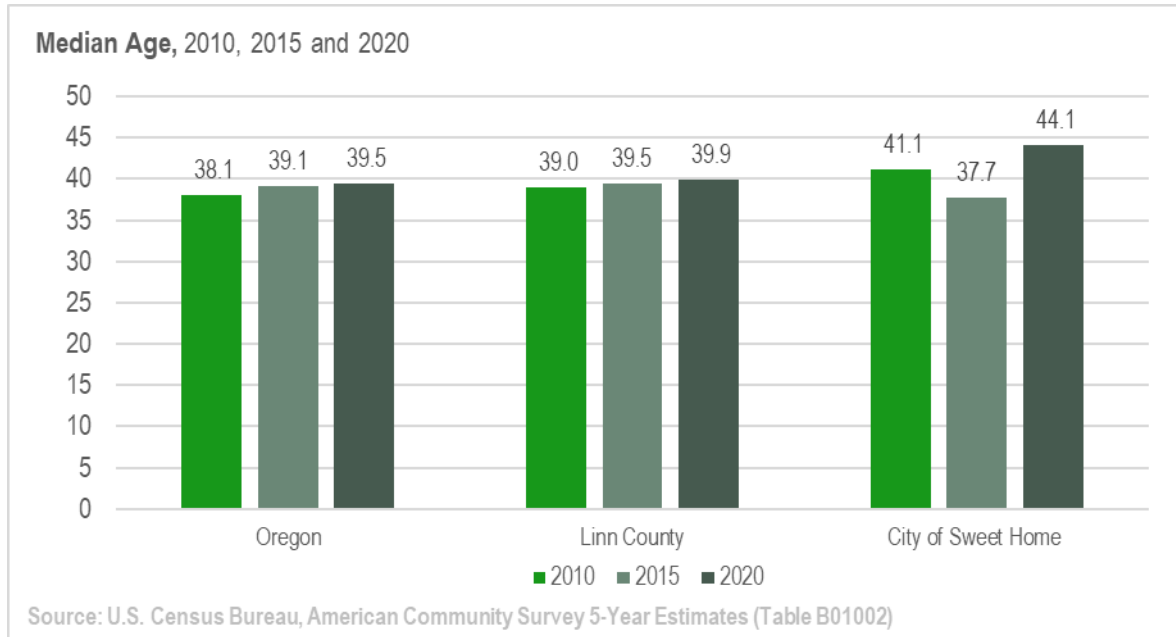
In 2020, the median family income (MFI) in Linn County was \$64,500. As shown below in **Exhibit 3**, income is relatively evenly distributed with 17% of households making more than \$77,400, 25% of households making between \$77,400 and \$51,600, 23% of households making between \$51,600 and \$32,250, 15% of households making between \$32,250 and \$19,350 and 20% of households making less than \$19,350.

Exhibit 3: Households by Income Level, 2015-2019



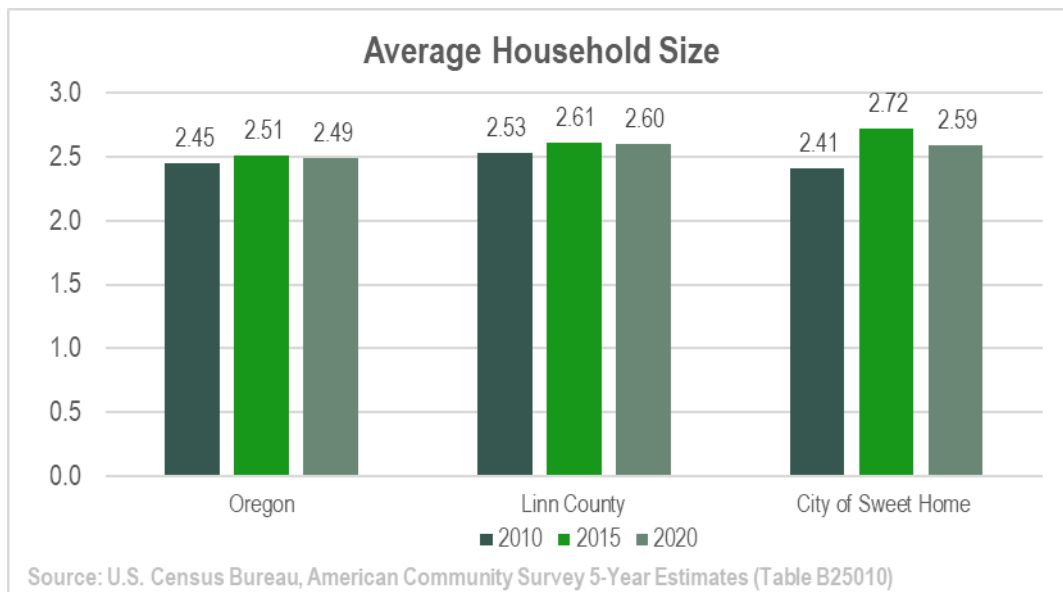
The median age in Sweet Home (44.1) is above the Linn County average (39.6) and is also below the statewide average (**Exhibit 4**).

Exhibit 4: Median Age, 2010-2019



Average household size in Sweet Home has fluctuated slightly over the last two decades, ranging between 2.72 and 2.41 residents per household. In 2020, there were 2.59 residents per household, slightly above the statewide average of 2.49 and below the countywide average of 2.6 (**Exhibit 5**).

Exhibit 5: City of Sweet Home Average Household Size 2010-2020

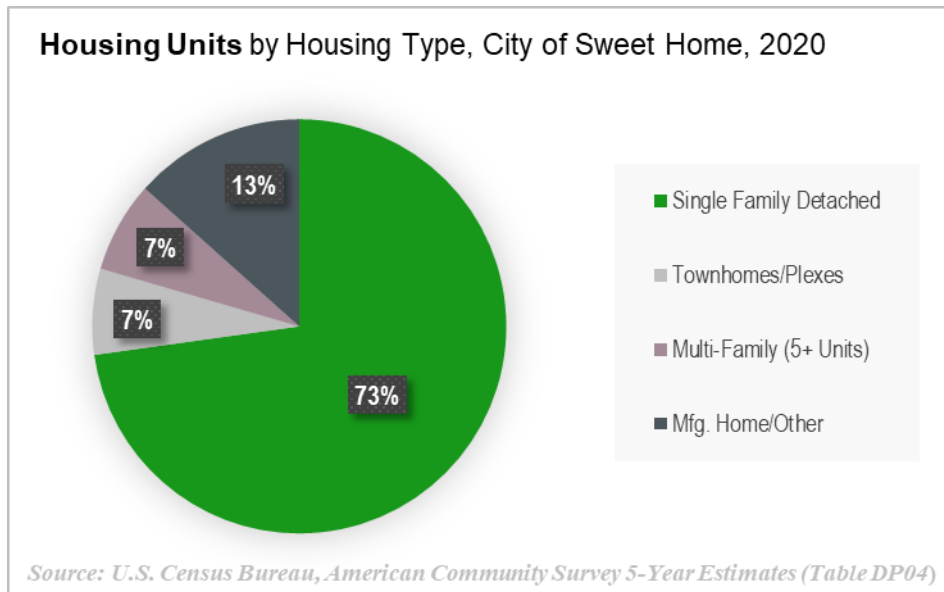


Housing Inventory and Tenancy

Local housing inventory and tenancy sheds light on housing conditions and market demand preferences. In 2020, there were 4,137 housing units in Sweet Home of which 3,935 units were classified as occupied and 202 units were vacant.

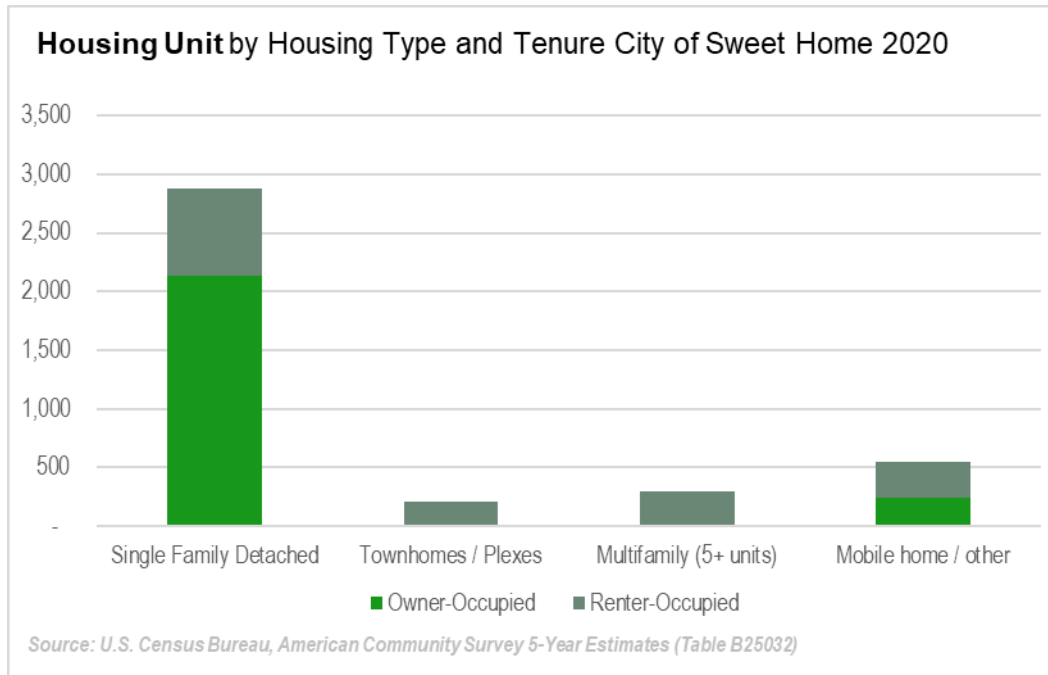
Like most cities in Oregon, single-family detached housing is the most prevalent housing type representing 73% of the housing stock. The remaining inventory in Sweet Home includes mobile homes (13%), multifamily (7%), and townhomes and plexes (7%), as shown in **Exhibit 6**.

Exhibit 6: Existing Housing Inventory, 2020, City of Sweet Home



Owner-occupied housing units represent 60% of the occupied housing inventory while renter-occupied units account for the other 40% of the inventory (**Exhibit 7**). Ownership is most prevalent among single-family detached and manufactured housing types while renters are more likely to favor townhomes, plexes, and multifamily units.

Exhibit 7: Existing Housing Tenancy, 2020, City of Sweet Home



Housing Market Characteristics

To help gauge housing attainability in Sweet Home, FCS GROUP examined current median family income (MFI) levels using U.S. Housing and Urban Development (HUD) guidelines. By applying the assumptions shown in **Exhibit 8** below, based on the 2020 median family income (MFI) for Linn County (\$64,500), using HUD guidelines for upper middle households earning 80% of the MFI, a 4-person family should be able to afford monthly rents at \$1,290.

Exhibit 8: Housing Affordability Analysis Assumptions

Assumptions		
Interest Rate (conventional)	4.50%	
Downpayment	5%	
Mortgage duration (Years)	30	
Income Affordability Target Level %	30%	of median income
Property Taxes	0.0125	%of sales price
Mortgage Insurance	0.0085	%of loan amt
Home Insurance	0.0029	%of sales price

The rents shown in **Exhibit 9** are considered “attainable” if 30% of household income is allocated to housing.

Exhibit 9: Sweet Home Affordable Housing Analysis

Linn County Median Family Income Level (2019)*	\$64,500	
Qualifying Income Level: Renters	Lower-end	Upper-End
Upper (120% or more of MFI)	\$77,400	or more
Middle (80% to 120% of MFI)	\$51,600	\$77,400
Low (50% to 80% of MFI)	\$32,250	\$51,600
Very Low (30% to 50% of MFI)	\$19,350	\$32,250
Extremely Low (less than 30% of MFI)	\$19,350	or less
Attainable Monthly Housing Cost: Renters (@30% of income	Lower-end	Upper-End
Upper (120% or more of MFI)	\$1,935	or more
Middle (80% to 120% of MFI)	\$1,290	\$1,935
Low (50% to 80% of MFI)	\$806	\$1,290
Very Low (30% to 50% of MFI)	\$484	\$806
Extremely Low (less than 30% of MFI)	\$484	or less

Monthly housing costs are much higher for homeowners than renters due to added costs associated with insurance and taxes. If 30% of income is allocated to mortgage interest and principal, using the assumptions stated on Exhibit 8 above, the expected housing cost for owners at 80% MFI level is \$1,744, which should be sufficient to afford a home priced at \$265,000 (**Exhibit 10**). Unfortunately for households at 80% or below MFI, there are few homes listed for sale at attainable price levels.

Exhibit 10: Sweet Home Affordable Housing Analysis: Homeowners

Linn County Median Family Income Level (2019)*	\$64,500	
HUD Qualifying Income Level	Lower-end	Upper-End
Upper (120% or more of MFI)	\$77,400	or more
Middle (80% to 120% of MFI)	\$51,600	\$77,400
Low (50% to 80% of MFI)	\$32,250	\$51,600
Very Low (30% to 50% of MFI)	\$19,350	\$32,250
Extremely Low (less than 30% of MFI)	\$19,350	or less
Supportable Housing Price: Mortgage Principal & Interest	Lower-end	Upper-End
Upper (120% or more of MFI)	\$397,000	or more
Middle (80% to 120% of MFI)	\$265,000	\$397,000
Low (50% to 80% of MFI)	\$165,000	\$265,000
Very Low (30% to 50% of MFI)	\$99,000	\$165,000
Extremely Low (less than 30% of MFI)	\$99,000	or less
Monthly Housing Costs for Owners: PIT & Insurance**	Lower-end	Upper-End
Upper (120% or more of MFI)	\$2,616	or more
Middle (80% to 120% of MFI)	\$1,744	\$2,616
Low (50% to 80% of MFI)	\$1,089	\$1,744
Very Low (30% to 50% of MFI)	\$653	\$1,089
Extremely Low (less than 30% of MFI)	\$653	or less
Min. Required Income Level: Owners	Lower-end	Upper-End
Upper (120% or more of MFI)	\$104,628	or more
Middle (80% to 120% of MFI)	\$69,775	\$104,628
Low (50% to 80% of MFI)	\$43,566	\$69,775
Very Low (30% to 50% of MFI)	\$26,140	\$43,566
Extremely Low (less than 30% of MFI)	\$26,140	or less

Sweet Home home values have increased significantly in recent years. As indicated in **Exhibit 11**, median home values in Sweet Home increased to \$348,000 in March 2022, an annual increase of 19.4% over the past two years. Other cities in the region have experienced similar housing cost increases.

Exhibit 11: Zillow Home Value Price Index in Select Markets

	Mar-20	Mar-21	Mar-22	Annual Change %
Sweet Home	\$244,000	\$283,000	\$348,000	19.4%
Lebanon	\$277,000	\$315,000	\$387,000	18.2%
Brownsville	\$300,000	\$346,000	\$420,000	18.3%
Albany	\$304,000	\$338,000	\$414,000	16.7%
Junction City	\$333,000	\$373,000	\$447,000	15.9%

Source: Zillow.com; analysis by FCS Group 4/18/22

Housing Needs

Summary of Housing Needs

Based on the population projections described earlier and most current household size estimates of 2.59 people per household, the total net new housing need within the Sweet Home UGB is forecasted over the next 20 years is approximately 691 housing units plus 16 people living in group quarters (see **Exhibit 12**). This baseline housing need forecast assumes that the current share of group quarters population (includes people residing in congregate care facilities and housing shelters) and housing vacancy rates remain constant.

Exhibit 12: Sweet Home Housing Needs Forecast

	2022 Est.	2042 forecast	Change
City of Sweet Home UGB Population	9,968	11,688	1,720
Less Group Quarters (1%)	95	111	16
Pop in Households	9,873	11,577	1,703
Avg. Household Size	2.59	2.59	
Households (year round)	3,812	4,470	658
Vacancy and Seasonal Housing Assumption	4.9%	4.9%	34
Growth-related Housing Demand (dwelling units)	4,008	4,699	691

Housing Demand by Dwelling Type and Tenancy

This baseline housing need forecast is generally consistent with the observed mix of housing types in Sweet Home. Additional housing forecast scenarios may be considered during the planning process to anticipate impacts of new policy objectives, such as:

- Local policies aimed at incentivizing mixed-use development in the downtown area.
- Ability to provide adequate infrastructure (water, sewer, and road capacity) to create new planned unit developments or single-family subdivisions.

- Changes in low density land use designations to create additional opportunities for middle housing types, such as duplexes and townhomes.

The baseline housing forecast predicts a range in the demand for housing types to address market preferences. The housing demand forecast includes: 503 single-family detached homes (such as small lot and standard lot subdivisions); 46 townhomes/duplexes; 49 multifamily units (apartments); and 93 manufactured housing units or cottage homes

Exhibit 13: Sweet Home Housing Need by Tenure & Housing Type

	Owner-Occupied Dwelling Units	Renter-Occupied Dwelling Units	Vacancy Assumption	Total Dwelling Units
Housing Tenure Distribution:	397	261	34	691
Housing Type Distribution				
Single Family Detached	356	125	22	503
Townhomes / Plexes	-	35	11	46
Multi family (5+ units)	-	49	0	49
Mfg. home/other	41	51	0	93
Total	397	261	34	691

In addition, it is anticipated that there will also be the need to accommodate approximately 16 people in some form of group quarters housing (such as seminary/student housing, congregate care, in-patient care, etc.).

Exhibit 14 identifies that housing products that are most consistent with the projected housing need for Sweet Home.

Exhibit 14: Projected Housing Demand by Income Level, Sweet Home

Housing Type	Owner-Occupied Dwellings	Renter-Occupied Dwellings	Total Dwelling Units	Attainable Housing Products
Upper (120% or more of MFI)	292	46	338	Standard Homes
Upper Middle (80% to 120% of MFI)	83	36	119	Cottage Homes, Townhomes, Apartments
Lower Middle (50% to 80% of MFI)	42	77	119	Townhomes, Mfgd. Homes, Plexes, Apts.
Low (less than 50% of MFI)	0	38	38	Govt. Assisted Apts. & ADUs
Very Low (less than 30% of MFI)	0	77	77	Govt. Assisted Apts. & ADUs
Total	417	274	691	

This housing needs forecast for Sweet Home will be refined during the planning process with input from the City, Advisory Committee, and the public at large.

Buildable Land Inventory

In accordance with OAR 660-008-0005 (2), an estimate of buildable land inventory (BLI) within Sweet Home’s Urban Growth Boundary (UGB) has been created to determine the amount of land available to meet housing needs. The BLI analysis uses the most current Geographic Information Systems (GIS) data available for the Sweet Home UGB.

BUILDABLE LAND INVENTORY METHODOLOGY

The objective of the BLI is to determine the amount of developable land available for future residential housing development within the UGB. The steps taken to perform this analysis are as follows:

1. Calculate gross acres by plan designation, including classifications for fully vacant, partially-vacant parcels, and development potential. This step entails “clipping” all of the tax lots that are bisected by the current UGB to eliminate land outside current UGB from consideration for development at this time. City staff input was provided to provide a level of quality assurance to review output is consistent with OAR 660-008-0005(2).
2. Calculate gross buildable acres by plan designation by subtracting land that is constrained from future development, such as such as existing public right-of-way, parks and open space, open water, steep slopes, and floodplains. The analysis excludes any wetlands but treats locally significant wetlands as approved via Oregon’s local wetlands inventory as its own entity.
3. Calculate net buildable acres by plan designation, by subtracting future public facilities such as roads, schools and parks from gross buildable acres.
4. Determine total net buildable acres by plan designation by taking into account potential redevelopment locations and mixed-use development opportunity areas.

The detailed steps used to create the land inventory are described below.

Residential Land Base

The residential land base reflects current Sweet Home Comprehensive Plan land use designations. Properties that are within the residential land base include the following base zone classifications:

Residential Zoning Categories

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Residential/Industrial/Transition
- Central Commercial
- Highway Commercial
- Neighborhood Commercial

-
- RR-1
 - RR-2.5

These classifications have been kept consistent throughout the analysis.

The City does have multiple sites that have conflicting zoning and comprehensive plan categories. A tax lot might be identified residential under zoning and as industrial in the comprehensive plan.

Sweet Home Buildable Land Categories HNA

The next step in the BLI analysis includes classifying each tax lot (parcel) into one of the following categories. In some cases, tax lots had to be split to accompany different plan classifications. Split tax lots are treated as individual and might go into any of the categories described below.

Vacant land: Properties with no structures or have buildings with very little value. For purpose of the BLI, residential lands with improvement value less than \$10,000 are considered vacant. These lands were also subjected to review using satellite imagery via Google Earth; and if the land is in a committed use such as a parking lot, an assessment has been made to determine if it is to be classified as vacant, part vacant or developed.

Partially vacant land: Properties that are occupied by a use (e.g., a home or building structure with value over \$10,000) but have enough land to be subdivided without the need for rezoning. This determination is made using tax assessor records and satellite imagery. For Single Family lots, it is assumed that ¼ acre (10,890 sq. ft.) is retained by each existing home, and the remainder is included in the part vacant land inventory. For non-single family uses aerial imagery was used to determine the size of the unused portion.

Redevelopment Potential: Occupied properties with a higher land value than the on-site structure. Properties must be at least 20,000sqft to be considered of interest for redevelopment.

Developed: Properties unlikely to yield additional residential development for one of two reasons: they possess existing structures at densities that are unlikely to redevelop over the planning period; or they include parcels with zoning designations that do not permit housing development.

Other: Properties which are regarded as unlikely to be developed because they are restricted by existing uses such as: public parks, schools, ballfields, roads and public right-of-way (ROW); common areas held by Homeowners Associations, cemeteries, power substations, and constrained by more than 85% of its area.

These tax lot classifications were validated using satellite imagery, street view, and assessor records. Preliminary results were refined based on City staff and public input received during the Housing Needs Analysis (HNA) planning process.

Development Constraints

The BLI methodology for identifying and removing development constraints is consistent with state guidance on buildable land inventories per OAR 660-008-0005(2) as well as 660-038-0070. By definition, the BLI is intended to include land that is “suitable, available, and necessary for

residential.” “Buildable Land” includes residential designated land within the UGB, including vacant, part vacant and land that is likely to be redeveloped; and suitable, available and necessary for residential uses. Public-owned land is generally not considered to be available for new growth unless the underlying zoning permits it. One exception is a large site north of the rail tracks by 18th Avenue. The County opened the site up for development. It is currently identified as recreational commercial.

It should be noted that “available” does not mean that the land is presently on the market. It is assumed in this analysis that such land is expected to come on the market within the 20-year timeframe of this study. Land is considered to be “suitable for new development” unless it is:

- Severely constrained by natural hazards as determined by the Statewide Planning Goal 7;
- Subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- Has slopes of 25 percent or more;
- Is within the 100-year flood plain; or
- Cannot be provided or served with public facilities

Based on state guidelines and data provided by the City of Sweet Home, the following constraints have been deducted from the residential lands inventory.

- Open water of at least one-half acre in size.
- Land within the 100-year floodplains.
- Land with slopes greater than 25%.
- Parks.
- Significant local wetlands via the States approved Local Wetland Inventory are treated on their own.

Sweet Home’s Comprehensive Plan has multiple policies regarding the protection of natural and hazardous land³. Besides the protection of steep slopes, larger water bodies and 100-year floodplain. In addition, the plan excludes any land characterized by high ground water and ponding, land subject to mud and debris flow, and natural drainage channels. In lieu of GIS data specific to these concerns, this analysis will not address the specific natural resource policies as pointed out in Sweet Home’s Comprehensive Plan.

Residential Buildable Land Inventory Results

A summary of the land base by plan designation is provided in **Exhibit 15**. The findings indicate there is a total of 2,077 acres zoned for residential uses in Sweet Home, including 1,504 gross developed acres and 427 gross vacant acres.

³ Comprehensive Plan. Page 6

https://www.sweethomeor.gov/sites/default/files/fileattachments/community_and_economic_development/page/1461/sh_comprehensive_plan_2010_201408151818255696.pdf

Exhibit 15: Residential Land Base by Zone Designation, Sweet Home

Zone Designation	Developed	Other	Vacant	Total
Central Commercial	26	4	3	33
Highway Commercial	218	18	17	253
Neighborhood Commercial	0	0	0	0
Residential/Industrial/Transition	45	2	3	49
High Density Residential	200	7	49	256
Medium Density Residential	36	4	28	69
Low Density Residential	964	108	320	1392
RR-1	13	0	7	21
RR-2.5	2	3	0	5
Total	1504	146	427	2,077

Source: Sweet Home Buildable Land Inventory; 3J Consulting

Other Environmental constraints (slopes, floodplains, wetlands, etc.) are removed from gross vacant acres. Results summarized in **Exhibit 16** indicate that after accounting for development constraints, Sweet Home has 343 acres of vacant buildable residential land.

Exhibit 16: Vacant Land by Zone Designation, Sweet Home

Zone Designation	Vacant Constrained	Buildable Vacant
Central Commercial	3	0
Highway Commercial	17	1
Neighborhood Commercial	0	0
Residential/Industrial/Transition	3	0
High Density Residential	49	15
Medium Density Residential	28	0
Low Density Residential	320	66
RR-1	7	1
RR-2.5	0	0
Total	427	84

Source: Sweet Home Buildable Land Inventory; 3J Consulting

In addition to vacant land, the BLI also includes partially-vacant and redevelopable land categories. As noted above, partially-vacant land includes properties that are occupied by a use (e.g., a home or building structure with value over \$10,000) with enough land to be subdivided without the need for rezoning. Properties with redevelopment potential are occupied properties with a higher land value than the on-site structure. Properties must be at least 20,000sqft to be considered of interest for redevelopment. After removing environmental constraints there are 349 part-vacant acres that could be subdivided for development and 29 acres with redevelopment potential, as shown in **Exhibit 17**.

Exhibit 17: Part-Vacant Buildable Land and Future Public Facilities Allowance, Sweet Home

Zone Designation	Partial Vacant	Redevelopment
Central Commercial	-	2
Highway Commercial	39	20
Neighborhood Commercial	-	0
Residential/Industrial/Transition	23	1
High Density Residential	19	0
Medium Density Residential	8	0
Low Density Residential	249	6
RR-1	11	0
RR-2.5	1	0
Total	349	29

Source: Sweet Home Buildable Land Inventory; 3J Consulting

Total Developable Residential Land

Exhibit 18 shows the combination of net developable vacant and net vacant in Sweet Home. The final deduction to the BLI, includes a 25% allowance for future public facilities and future right-of-way. Sweet Home has a buildable land inventory of 254 acres of Low Density land, 28 acres of Medium Density land, and 34 acres of High Density land. Conclusions regarding the sufficiency of this buildable land inventory will be drawn in the next chapter.

Exhibit 18: Net Buildable Vacant and Vacant Residential Land, Sweet Home

Zone Designation	Buildable Vacant	Public Facilities	Net Vacant
Central Commercial	2	1	2
Highway Commercial	16	4	12
Neighborhood Commercial	0	0	0
Residential/Industrial/Transition	3	1	2
High Density Residential	34	9	26
Medium Density Residential	28	7	21
Low Density Residential	254	63	190
RR-1	6	2	5
RR-2.5	0	0	0
Total	343	86	257

Source: Sweet Home Buildable Land Inventory; 3J Consulting

Buildable Land by Lot Size

Exhibits 19 and 20 show vacant and part-vacant land broken down by lot size. This is an important consideration given that, for example, a planned unit development yielding dozens of housing units can only occur on a relatively large, contiguous piece of land. The figures below show acreage figures prior to the 25% allowance for public facilities.

Exhibit 19 indicates that over 47 percent of buildable vacant land (162 acres) is on lots of more than ten acres. The remaining 53 percent of vacant developable land is more equally distributed between lots of five to ten acres (70 acres) and lots of less than five acres (50 acres). The large majority of vacant lots (82%) are less than one acre.

Exhibit 19: Vacant Buildable Land by Lot Size, Sweet Home

Zone Designation	<1 acre		1 - 5 acres		5 - 10 acres		>=10 acres	
	Acres	Lots	Acres	Lots	Acres	Lots	Acres	Lots
Central Commercial	2	6	0	0	0	0	0	0
Highway Commercial	10	36	5	4	0	0	0	0
Neighborhood Commercial	0	0	0	0	0	0	0	0
Residential/Industrial/Transition	1	5	1	1	0	0	0	0
High Density Residential	3	22	2	2	0	0	29	2
Medium Density Residential	5	18	2	1	6	1	15	1
Low Density Residential	40	159	32	19	63	11	118	10
RR-1	0	3	6	3	0	0	0	0
RR-2.5	0	2	0	0	0	0	0	0
Total	62	251	50	30	70	12	162	13

Source: Sweet Home Buildable Land Inventory; 3J Consulting

Exhibit 20 shows that approximately half of buildable part-vacant land (170 acres) is on lots of between 1-5 acres. Approximately 58 percent of part-vacant lots are less than one acre.

Exhibit 20: Part Vacant Buildable Land by Lot Size, Sweet Home

Zone Designation	<1 acre		1 - 5 acres		5 - 10 acres		>=10 acres	
	Acres	Lots	Acres	Lots	Acres	Lots	Acres	Lots
Central Commercial	0	0	0	0	0	0	0	0
Highway Commercial	5	9	15	12	4	1	15	2
Neighborhood Commercial	0	0	0	0	0	0	0	0
Residential/Industrial/Transition	6	12	17	11	0	0	0	0
High Density Residential	6	14	13	10	0	0	0	0
Medium Density Residential	1	2	7	4	0	0	0	0
Low Density Residential	65	157	106	85	40	7	38	3
RR-1	0	0	11	7	0	0	0	0
RR-2.5	0	0	1	1	0	0	0	0
Total	83	194	170	130	44	8	53	5

Source: Sweet Home Buildable Land Inventory; 3J Consulting

Exhibits 21 and 22 illustrate an estimate of residential buildable land inventory (BLI) within Sweet Home to determine the amount of land available to meet housing needs.

Exhibit 21: Sweet Home Buildable Land Inventory – Comprehensive Plan

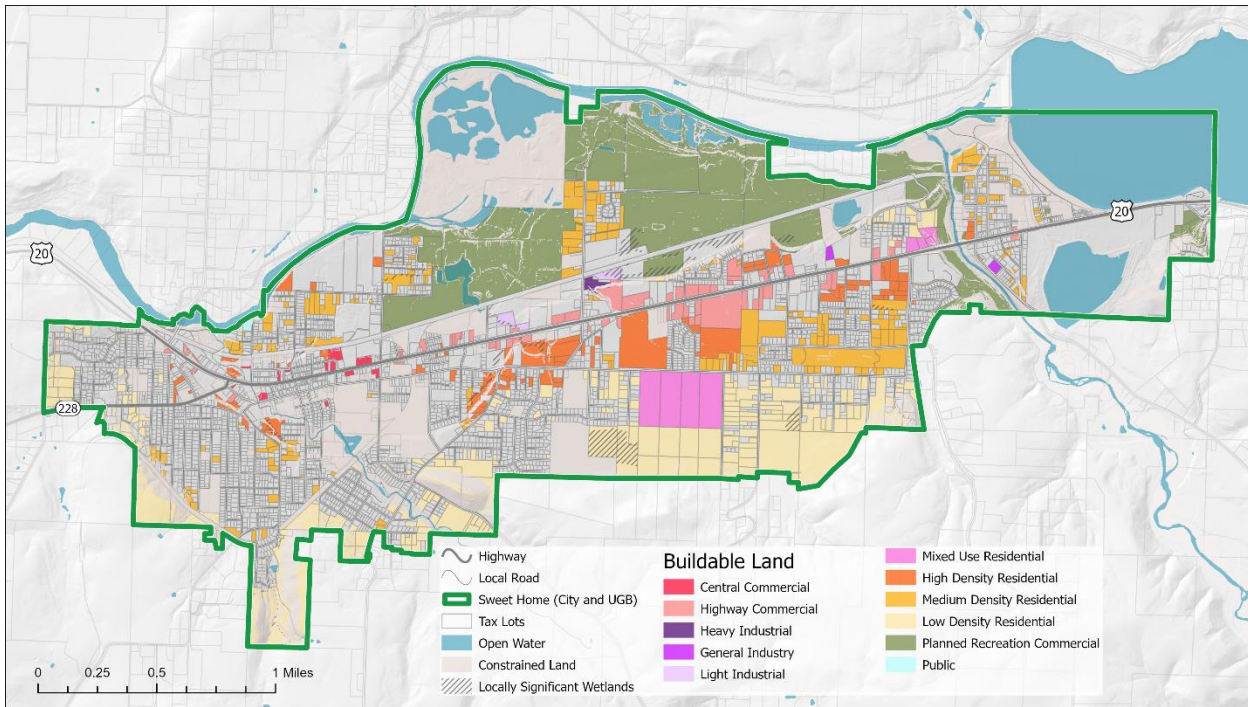
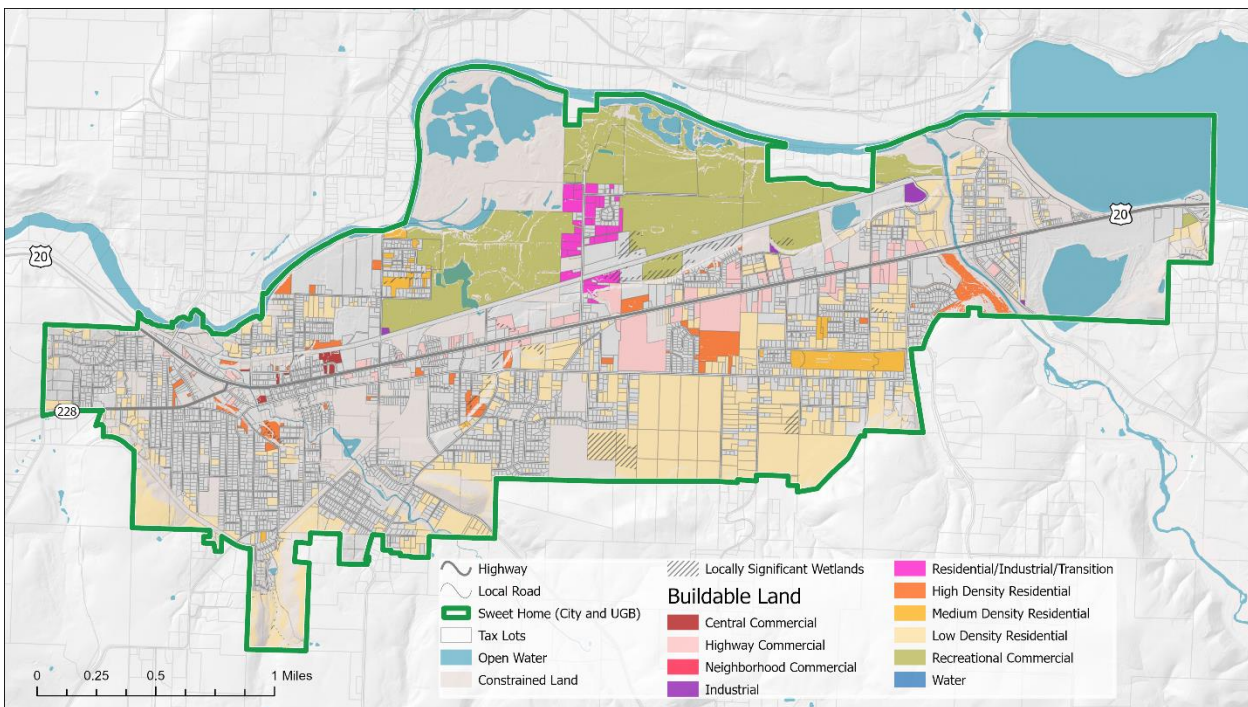


Exhibit 22: Sweet Home Buildable Land Inventory – Zoning



Residential Land Need Analysis

This Memorandum summarizes the housing-related land needs forecast for long-range planning purposes. The housing land needs forecast represents a 20-year forecast from 2022 through year 2042 for the Sweet Home Urban Growth Boundary (UGB). These technical findings are consistent with State of Oregon requirements for determining housing needs per Oregon land use planning Goals 10 and 14, OAR Chapter 660, Division 8, and applicable provision of *ORS 197.296 to 197.314 and 197.475 to 197.490*.

Methodology

The methodology for projecting housing land needs within the Sweet Home Urban Growth Boundary (UGB) builds upon the housing needs projection that was described in our prior Memorandum dated September 7, 2022. **Exhibit 23** identifies the housing types that are most consistent with the projected housing need for Sweet Home.

Exhibit 23: Projected 20-year Housing Needs Forecast, Sweet Home UGB

	Dwelling Units
Housing Type Distribution	
Single Family Detached	460
Townhomes / Plexes	42
Multi family (5+ units)	45
Mfg. home/cottages	85
Total	632

This Memorandum compares the 20-year residential land needs (demand) relative to the residential buildable land inventory (BLI) that was developed by 3J Consulting. This provides a means of reconciling housing land demand with buildable land supply within the Sweet Home UGB. The evaluation of UGB land requirements to accommodate the planned housing need included three steps.

Step 1 takes into account the forecasted number of dwelling units by housing type, including single family detached, townhomes, plexes, multifamily and manufactured homes as well as group quarters population (see Exhibit 1).

Step 2 considers the amount of land required to accommodate the future housing demand based on the expected average development density for each general housing type (see **Exhibit 24**).

Step 3 includes a comparison (reconciliation) between the land need determined in Step 2 and the residential buildable land inventory presented in Section 3 of the HNA.

Housing Need Forecast

As discussed above, the forecasted housing need to address the baseline population growth forecast for Sweet Home is a total of 632 housing units. The expected distribution of baseline housing demand documented in the HNA includes:

- » Single Family Detached: 460 dwellings (including standard lot and small lot single family detached housing)

- » Manufactured homes and/or Cottage housing clusters: 85 dwellings
- » Townhomes and Plexes: 42 dwelling units
- » Multifamily: 45 dwelling units (includes apartments and condominiums with 5+ units per structure as well as group quarters units).

Residential Land Need Summary

The second step in the reconciliation of land needs estimates the amount of net buildable land area required to address projected housing growth forecast. This step applies average density assumptions based on local experience (dwellings per acre) to each of the general residential development categories listed in Step 1 to arrive at a total residential land need forecast.

As shown in **Exhibit 24**, the forecasted housing need of 632 total dwelling units is expected to require at least 135 net acres of buildable land area. The next step in the analysis includes adjusting the net land area to gross land area to account for future public facilities (25% factor used to account for roads, utilities, and easements). This results in a total buildable land need of 169 acres for planned residential growth.

Exhibit 24: Sweet Home Residential Classifications and Density Assumptions

Dwelling Unit Type	20-Year Dwelling Unit Demand	Applicable Plan Designation	Applicable Local Zones	Allowable Density (DU/Ac)	Avg. Development Density (DU/Ac)	Net Buildable Land Requirement	Gross Buildable Land Need*	%
Single Family Detached	460	LDR	RR-1, RR-2.5, LDR, R/I/T	1 to 5	4.0	115	144	73%
Mfd. Homes & Cottages	85	MDR	MDR	3 to 10	6.5	13	16	13%
Townhomes / Plexes	42	MDR	MDR	6 to 12	9.0	5	6	7%
Multifamily (5+ units)	45	CC, HC, NC, HDR	CC, HC, NC, HDR	14 to 36	18.0	2	3	7%
Total	632					135	169	100%

Source: prior tables; and interpretation of current zoning code and housing development/market conditions.

* Assumes 25% of site area required for future public facilities, roads, easements, etc.

UGB Sufficiency Analysis

As indicated in **Exhibit 25**, Sweet Home Buildable Land Inventory (BLI) includes 599 acres of vacant land and 480 acres of part-vacant land for a total of 1,079 gross buildable land area (before deducting constraints and exempt uses). The BLI indicates that 158 acres of that land is constrained. Identified vacant land is in the rural residential, low, medium, and high-density residential categories as well as the commercial category which can include some residential uses.

Exhibit 25: Vacant Buildable Land Inventory by Comprehensive Plan Land Use Designation, Sweet Home

Zoning Categories	Developed/ Other	Vacant	Part Vacant	Constrained	Total Buildable	Total
Central Commercial	30	2	0	0	2	32
Highway Commercial	236	16	39	1	54	290
Neighborhood Commercial	0	0	0	0	0	0
Residential/Industrial/Transition	46	3	23	0	26	72
High Density Residential	207	34	19	15	38	245
Medium Density Residential	40	28	8	0	36	76
Low Density Residential	1,072	254	249	66	437	1,509
RR-1	13	6	11	1	16	29
RR-2.5	5	0	1	0	1	6
Total	1,649	343	350	83	610	2,259

Source: Sweet Home Buildable Land Inventory August 16, 2022

Since the current UGB includes 610 acres of gross buildable land and the future residential land need forecast is for 169 acres, we can conclude that there is an overall residential land surplus of approximately 441 acres at this time **The BLI findings indicate that the existing amount of vacant and part vacant land within Sweet Home is generally sufficient to accommodate planned 20-year housing needs (Exhibit 26).**

Exhibit 26: Reconciliation of Land Inventory by Land Use Designation, Sweet Home

Dwelling Unit Type	Applicable Zoning Designation	Gross Buildable Land Requirement	Current Buildable Land Inventory	Buildable Land Surplus (Deficit)
Single Family Detached	LDR, MDR, R/I/T,	144	516	356
Mfd. Homes & Cottages	RR-1, RR-2.5	16		
Townhomes/Plexes (2-4 units)	HDR, C	6	94	85
Multifamily (5+ units)		3		
Total		169	610	441

Source: prior tables; and interpretation of current zoning code and housing development/market conditions.

During the next phase of the HNA process the consultant team will work with City staff, public officials, and the community at large to identify new housing policies that would help preserve and enhance the housing inventory and optimize remaining buildable lands.

Findings and Recommendations

Key Findings

Sweet Home’s population growth over the next 20 years will result in new households that will require additional housing. Key findings of the housing needs analysis include:

- Sweet Home’s population is forecast to grow at 0.69% per year over the next two decades, adding approximately 1,571 new residents.
- Population growth will require the addition of 632 new dwelling units between 2022 and 2042.
- The forecasted housing mix that addresses 20-year demand is expected to consist of: 460 single-family detached homes, 42 townhomes/plexes, 45 multifamily housing units and 85 manufactured housing units.
- The share of those making 80% or less of the median family income level for Linn County (\$51,600) was 58% of Sweet Home’s households in 2020.
- Over 1 in 4 renter households in Sweet Home are severely rent burdened with over 50% of their income going towards monthly housing costs.
- Net new housing needs over the next 20 years will require 169 acres of buildable residential land. Currently, the Sweet Home UGB includes 610 buildable acres across categories that allow residential development. The results of the housing needs analysis indicate that the current Sweet Home UGB is sufficient to accommodate future housing needs.

Housing Policy Recommendations

The purpose of the draft housing policy recommendations is to strengthen and renew the City of Sweet Home’s intention to help foster development of a wide variety of housing to meet the needs of the community. Recommendations are intended to supplement or replace the existing housing policies contained within the Sweet Home Comprehensive Land Use Plan. Proposed additions are underlined, no deletions or modifications of current policies are recommended.

Residential Land Use Policies

1. Residential areas will offer a wide variety of housing types in locations best suited to each housing type.
2. Sweet Home will encourage rehabilitation or redevelopment of older residential areas.
3. The City encourages flexibility in design to promote safety, livability, and preservation of natural features.
4. Sweet Home establishes density recommendations in the Plan in order to maintain proper relationships between proposed public facilities, services, and population distribution.

-
5. The City will work with public and nonprofit organizations that provide affordable housing within the community.
 6. Schools and parks shall be distributed throughout the residential section of the community.
 7. Where nonresidential uses abut residential areas in the community, nonresidential uses shall be subject to special development standards.
 8. Efforts will be made to complete or connect existing sidewalks along routes to schools, parks, or commercial areas.
 9. Development of residential local streets, whenever possible, will increase connectivity within and between neighborhoods.
 10. The maximum net development densities (not including streets), in high density residential areas shall not exceed 35 multi-family dwelling units per acre, based on the standards for unit type.
 11. In medium-density residential areas, single-family dwellings and two-family dwellings on corner lots would be consistent with the prevailing character of developed areas and compatible with adjoining land use in undeveloped areas. In these areas, the maximum net density shall not exceed 9 dwelling units per acre.
 12. The maximum net density (not including streets) in low density residential areas shall not exceed 5.4 dwelling units per acre for single-family dwellings.
 13. Many of the hillside areas of Class II slope or less (25% slope or less) provide attractive sites for residential use. The City may enact special development standards governing hillside development on Class II slopes.
 14. Efforts will be made to extend trails, pedestrian ways, and bikeways through existing residential areas.
 15. To encourage connectivity and pedestrian access, residential blocks shall meet the development standards, except when topographical constraints make the standards impractical. When existing conditions or topography prevent a cross street, a pedestrian access way to connect streets should be considered as part of the development.
 16. Ensure the land use code includes “clear and objective” standards for housing development and does not have the effect of discouraging needed housing through unreasonable cost or delay or reducing the proposed housing density already allowed by zoning.
 17. Create a marketing campaign that increases awareness and participation in green energy tax credit programs to provide homeowners and renters assistance in upgrading their homes to be more energy efficient.
 18. Regularly conduct a Fair Housing audit of the City’s development processes and Development Code. An audit would look at existing definitions, restrictions, standards that trigger conditional use permits, and disparate impacts of policies on protected classes.
 19. Identify areas of high priority for improving infrastructure to support new residential development, focusing on opportunities for new development in higher density zones. Particularly in areas with vacant land zoned for housing.
 20. Plan for a 20-year supply of suitable land for Sweet Home to meet housing needs through regular monitoring and adjustments of available residential land.
 21. Streamline the permitting process to reduce cost and delay of new housing units.

-
22. Promote the development of accessory dwelling units as a means to contribute to the overall housing stock and rental market.
 23. Identify public owned properties that could be used for affordable housing.
 24. Consider deferrals or waivers of SDCs for affordable housing developments.
 25. Monitor annually the number of total housing units, regulated affordable units, multifamily units, regulated affordable multifamily units and single family units, and regulated affordable single family units.
 26. Explore opportunities to remove undevelopable land from the buildable land inventory, including comprehensive plan amendments, rezoning and land exchanges.
 27. Utilize the Oregon Wildfire Risk Explorer mapping tool to identify the wildland-urban interface and wildfire risk at the property ownership level.

Glossary

Accessory Dwelling Unit (ADU): A small living space located on the same lot as a single-family house.

Buildable Lands Inventory (BLI): An assessment of the capacity of land within the city's Urban Growth Boundary to accommodate forecasted housing and employment needs.

Buildable Residential Land: Includes land that is designated for residential development that is vacant and part-vacant and not constrained by existing buildings or environmental issues.

Constrained land: Land that is unavailable for future net new residential development based on one or more factors, such as environmental protections, public lands, floodplains, or steep slopes.

Cost Burdened: Defined by US Department of Housing and Urban Development (HUD) as households who spend over 30% of their income on housing.

Cottages: Small, single-level, detached units, often on their own lots and sometimes clustered around pockets of shared open space. A cottage is typically under 1,000 square feet in footprint.

Density: Defined by the number of housing units on one acre of land.

Development density: Expected number of dwelling units (per acre) based on current zoning designations.

Exempt Land: Land which is unavailable for development based on ownership (e.g., the city owns the land, and it is either a park or intended to be a park) or which is otherwise owned by a public entity and is not intended for housing (e.g., land owned by a port, school district, etc.).

Family: A group two or more people (one of whom is the householder) related by birth, marriage, or adoption and residing together.

High Density: Lots with the average density of 12+ dwelling units per acre. Best suited for multifamily housing such as apartments and condominiums.

Housing Needs Analysis (HNA): The Housing Needs Analysis consists of four distinct reports that analyze the state of housing supply, housing affordability issues and the City's ability to meet projected housing demand going into 2040.

Housing Unit (or Dwelling Unit): A house, an apartment or other group of rooms, or a single room is regarded as a housing unit when it is occupied or intended for occupancy as separate living quarters; that is, when the occupants do not live and eat with any other person in the structure and there is direct access from the outside or common hall.

Household: Consists of all people that occupy a housing unit.

HUD: Acronym for US Department of Housing and Urban Development, the federal agency dedicated to strengthening and supporting the housing market.

Low Density: Lots with the average density of 3-4 dwelling units per acre. Best suited for family housing such as single-family detached homes.

Manufactured Housing: is a type of prefabricated home that is largely assembled of site and then transported to sites of use. The definition of the term in the United States is regulated by federal law (Code of Federal Regulations, 24 CFR 3280): "Manufactured homes are built as dwelling units of at least 320 square feet in size, usually with a permanent chassis to assure the initial and continued transportability of the home. The requirement to have a wheeled chassis permanently attached differentiates "manufactured housing" from other types of prefabricated homes, such as modular homes.

Manufactured Home Park (or manufactured home park): a local zoning designation that is specifically intended to address demand for this housing type. OAR chapter 813, division 007 is adopted to implement section 9, chapter 816, Oregon Laws 2009, and sections 2, 3 and 4, chapter 619, Oregon Laws 2005, as amended by sections 10 to 12, chapter 816, Oregon Laws 2009, and sections 19, and 21, chapter 503, Oregon Laws 2011 for the purpose of regulating manufactured dwelling parks.

Median Family Income (MFI): The median sum of the income of all family members 15 years and older living in the household. Families are groups of two or more people (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family.

Medium Density: Lots with the average density of 6-12 dwelling units per acre. Best suited for small lot housing such as single family attached, townhomes, plexes and cottages.

Mixed Use: Characterized as two or more residential, commercial, cultural, institutional, and/or industrial uses into one combined building or building(s) on the same parcel of land.

Multi-Family Housing: Stacked flats in a single buildings or groups of buildings on a single lot. Parking is shared, and entrance to units is typically accessed through a shared lobby.

Oregon Administrative Rules (OAR): Administrative Rules are created by most agencies and some boards and commissions to implement and interpret their statutory authority (ORS 183.310(9)). Agencies may adopt, amend, repeal or renumber rules, permanently or temporarily. Every OAR uses the same numbering sequence of a three-digit chapter number followed by a three-digit division number and a four-digit rule number. For example, Oregon Administrative Rules, chapter 166, division 500, rule 0020 is cited as OAR 166-500-0020. (oregon.gov)

Part-vacant land: Unconstrained land that has some existing development but can be subdivided to allow for additional residential development.

Plexes and Apartments: Multiple units inside one structure on a single lot. Usually, each unit has its own entry.

Seasonal dwellings: These units are intended by the owner to be occupied during only certain seasons of the year. They are not anyone's usual residence. A seasonal unit may be used in more than one season; for example, for both summer and winter sports. Published counts of seasonal units also include housing units held for occupancy by migratory farm workers. While not currently intended for year-round use, most seasonal units could be used year-round.

Severely Cost Burdened: Defined US Department of Housing and Urban Development (HUD) as households who spend over 50% of their income on housing.

Single Family Attached: Dwelling units that are duplexes without a subdividing property line between the two to four housing units. “Attached” duplexes require a single building permit for both dwelling units. The “attached” units would be addressed with one numerical street address for the overall structure with separate alpha-numeric unit numbers for each dwelling.

Single Family Detached: Free standing residential building, unattached, containing separate bathing, kitchen, sanitary, and sleeping facilities designed to be occupied by not more than one family, not including manufactured and mobile homes.

Townhome (also known as duplexes, rowhouse, etc.): Attached housing units, each on a separate lot, and each with its own entry from a public or shared street or common area.

Urban Growth Boundary (UGB): Under Oregon law, each of the state’s cities and metropolitan areas has created an urban growth boundary around its perimeter – a land use planning line to control urban expansion onto farm and forest lands.

Vacant housing unit: A housing unit is vacant if no one is living in it at the time of enumeration unless its occupants are only temporarily absent. Units temporarily occupied at the time of enumeration entirely by people who have a usual residence elsewhere are also classified as vacant.

Vacant land: Vacant and part-vacant land identified within the local buildable land inventory that is not developed and unconstrained for future planned residential development.



CITY OF SWEET HOME PLANNING COMMISSION MINUTES

April 06, 2023, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be an opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call 971-203-2871, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: 246 156 257#

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:33 PM

Roll Call of Commissioners

PRESENT

Laura Wood (Video)
Jamie Melcher (Video)
Henry Wolthuis
Jeff Parker
Todd Branson
Nancy White

ABSENT

Eva Journey

STAFF

Blair Larsen, Community and Economic Development Director
Angela Clegg, Associate Planner

GUESTS

Brian Oakes, 24051 Territorial Road, Monroe, OR 97456
Mark Scott, 1207 Clark Mill Road, Sweet Home, OR 97386
Mark Lund, 39627 Mt. Hope Drive, Lebanon, OR 97355
Tim Wood, FCS Group, 5335 Meadows Rd, Suite 330, Lake Oswego, OR 97035

Public Comment. This is an opportunity for members of the public to address the Planning Commission on topics that are not listed on the agenda.

Meeting Minutes:

- a) March 16, 2023 Meeting Minutes

A motion to approve the minutes was made by Branson, seconded by Wood.

Voting Yea: 6

Voting Nay: 0

Absent: 1

New Business

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

a) Application for LA23-02

Clegg explained to the Commissioners the reason for the need to have their approval to sign the application and move forward with the Municipal Code revisions.

Motion to approve signing Application LA23-02 was made by Wolthuis, seconded by Branson.

Voting Yea: 6

Voting Nay: 0

Absent: 1

Public Hearings

a) Housing Needs Analysis Summary Report

Staff informed the Commissioners that the Consultants were not present for the meeting, but staff could answer questions. The Commissioners have the option of continuing the hearing or voting on it as presented. Larsen reviewed some of the changes that occurred since last presented and stated that it was DLCDC that prompted the changes. The Commissioners discussed the content of the report.

The public hearing was opened at 7:55 PM

Commissioner Parker asked of the Commission if there were any ex parte, conflicts of interest, or personal bias, there were none.

Testimony in favor: None

Testimony in opposition: None

Neutral Testimony: None

The public hearing was closed at 7:58 PM

Commission discussion

A motion to recommend to the City Council that the Housing Needs Analysis and Comprehensive Plan Amendment be adopted was made by Wolthuis, seconded by White.

Voting Yea:5

Voting Nay:0

Absent: 2

Consultant Time Wood of FCS Group, logged on via video at 8:01 PM. Staff informed Wood of the approval vote.

b) Application ZMA23-01 Staff Report

The public hearing was opened at 6:44 PM

Commissioner Parker asked of the Commission if there were any ex parte, conflicts of interest, or personal bias, there were none.

Associate Planner Clegg gave the staff report, stating that the applicant is proposing to change the Zoning Map in an area consisting of approximately 190,211 square feet (5.18 acres) located in Sweet Home, OR 97386 (13S01E32AA Tax Lot 600). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

Mark Lund testified on behalf of the application stating that they will be building an apartment complex with a fitness center.

Commissioner Wolthuis stated that he has no issues with this stage of the plan.

Commissioner White asked the applicant to repeat the use. Larsen clarified that the

apartments are outright permitted in the proposed zone so the building plans will not come before the planning Commission.

Testimony in favor: None

Testimony in opposition: Mark Scott raised concerns about having apartments next door, if the development will affect wells, there are no sidewalks, lighting shining on neighboring lots, traffic flow will increase and may cause issues at Highway 20 and Long Street. Commissioner Parker explained the zoning and the comprehensive plan designation. Director Larsen explained the Highway 20 / Clark Mill Road intersection is going to be a part of the transportation system plan update. Larsen explained that there will be sidewalk and street improvement required with the development agreement. Scott raised the issue of there not being sidewalks on either side of the subject property. Larsen explained that when a proposed development like this goes in, the City will coordinate with neighboring property owners to construct the remainder of the sidewalk sections. Scott brought up that he was told there was a wetland at the back of the property. Larsen explained that there are building permit requirements regarding wetlands. Larsen stated that any lighting would be designed to not cause light trespass into abutting properties. Scott discussed his concern about wells drying up. Larsen explained that he doesn't have the expertise to comment on the well and they are regulated by the county.

Neutral Testimony: None

Commissioner Parker asked the applicant if he would like to rebut any comments made. He said no.

Clegg addressed the wetland question and explained to the Commissioners that there is a wetland to the west of the subject property but not on the property itself.

The public hearing was closed at 7:05 PM

Commissioner Parker discussed the wetland and riparian zone. Clegg and Larsen informed the Commissioners that there is no riparian zone for this creek. Only Ames Creek, Wiley Creek, and the South Santiam River have riparian zone restrictions. Commissioner Branson is concerned with the traffic. Parker asked if traffic studies will be a part of the building permit process. Wood asked for clarification on the Comprehensive Plan designation. Larsen explained the comprehensive plan zoning designation process. Clegg further explained the zone change process. Clegg read the criteria that will trigger a traffic impact study. Larsen explained that when the building permit is applied for, staff would determine whether a traffic study would be needed. Parker asked for clarification about the fitness center. Larsen explained that staff did not know about the fitness center and because its not a mixed use or commercial zone a public fitness center would most likely not be allowed in the zone.

Parker reminded the Commissioners the application is for the zone change not the development.

A motion to approve Application ZMA23-01 and recommend it to City Council was made by White, seconded by Wood.

Voting Yea: 4

Voting Nay: 2

Absent: 1

c) Application VR23-01 Staff Report

The public hearing was opened at 7:16 PM

Commissioner Parker asked of the Commission if there were any ex parte, conflicts of interest, or personal bias, there were none.

Associate Planner Clegg gave the staff report and stated that the applicant is seeking a variance to allow for one hard surfaced, off-street parking space and a seventeen-foot carport setback from the front property line. The subject property is zoned Medium Density

(R-2). The minimum lot size in the R-2 zone is 5,000 square feet, requires a sixty-foot front of building line width, requires a twenty-foot front setback to the garage or carport, and requires two hard surfaced parking spaces [SHMC 17.12.060]. The subject property is an approximately 3,485 square foot, pre-existing nonconforming lot.

Brian Oakes testified on behalf of his application. Oakes explained that he is the owner and licensed general contractor on this lot. Oakes told the Commissioners that he requested the variance because of the small lot size. He is planning to bury an in-ground water storage tank, due to low well velocity in the area, in the back yard. The variance in the front yard will allow more space in the rear. Oakes stated that he is agreeable to moving the variance to the rear if the Commission agrees with that option. Parker asked the applicant about moving the front post of the carport back. Oakes explained his reason for the design he chose. Commissioner White asked about how the future street improvements would affect the parking. Oakes explained that there would still be a 45' x 10' unobstructed parking area. There was discussion about a garage versus a carport. Oakes discussed the option identified by staff in regard to moving the house back. Commissioner Wolthuis asked if the applicant could build a single-car garage. Oakes stated that he does not intend to build a garage due to construction costs, and his desire to build an affordable house.

Testimony in favor: none

Testimony in opposition: none

Neutral Testimony: none

The public hearing was closed at 7:34 PM

The Commission discussed the purpose of a variance as it pertains to the proposed application. Larsen gave an update on the Local Improvement District (LID) that would bring water services and street improvements to the area. The project is pending funding. The LID would not affect the proposed application since all work will be in the right-of-way. Commissioner Parker and Wolthuis discussed the options. Larsen reminded the commissioners of the affordability of building the dwelling. Commissioner White asked staff if moving the rear setback 3 feet and requiring parking in front would comply with criteria. Larsen confirmed that it would just change the variance from the front to the rear. Commissioner Wood agreed with revising the variance to the rear setback allowing more parking in the front that complies with code. Commissioner Parker asked staff about revising the approved variance. Clegg stated that the Commissioners need to state the revisions for their decisions. There was discussion about how to revise the variance for approval.

A motion to approve the Application VR23-01, including revisions allowing a 3-foot variance to the rear setback and including 2 hard surfaced approaches in the front was made by Wolthuis, seconded by Branson.

Voting Yea: 4

Voting Nay: 1

Absent: 2 (Melcher video connection dropped)

Staff Updates:

Clegg updated the Commissioners on Application ZMA23-02 & CMA23-01. The Public Hearing will be held on May 4, 2023.

Clegg informed the Commissioners that the MFU criteria passed in the City Council. Clegg will draft applications to coincide with the criteria.

Round Table Discussions (Committee comments about topics not listed on the agenda)

Clegg invited the Commissioners to the Arbor Day Celebration. Staff and the Commissioners discussed the amenities in Northside Park.

Clegg Informed the Commissioners that staff submitted a grant for Sankey Park that includes the replacement of the bandstand and trails from lower to upper Sankey Park.

Clegg informed the Commissioners of the new CEDD hours of operations.

Blair informed the Commission of the new Code Compliance officer. The Commission and staff discussed current code compliance issues and the process for reporting complaints.

Arbor Day Flyer

Adjournment

The meeting was adjourned at 8:28 PM.



REQUEST FOR COUNCIL ACTION

Title: Public Hearing for Zone Map Amendment Application ZMA23-01

Preferred Agenda: April 25, 2023

Submitted By: Angela Clegg, Associate Planner

Reviewed By: B. Larsen, CEDD Director
K. Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other X

Relevant Code/Policy: SHMC 2.04.030 Powers of the City Council

Towards Council Goal: Vision Statement, Aspiration I: Desirable Community, Mission Statement

Attachments: Ordinance No. 10 for 2023, with Exhibit A
ZMA23-01 Planning Commission Order and Decision
April 6, 2023 Draft Planning Commission Meeting Minutes

Purpose of this RCA:

The purpose of this RCA is to conduct a public hearing on Zone Map Amendment Application ZMA23-01, make a decision regarding the application, and, if approved, conduct a first reading of the ordinance.

Background/Context:

The applicant is proposing to change the Zoning Map in an area consisting of approximately 190,211 square feet (5.18 acres) located in Sweet Home, OR 97386 (13S01E32AA Tax Lot 600). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

The Sweet Home Planning Commission held a public hearing on April 6, 2023 to review application ZMA23-01 and receive testimony. At that meeting, the Planning Commission approved the application and recommended that the City Council approve it.

On April 25, 2023 the City Council will hold a Public Hearing regarding the application and may complete the 1st reading of the ordinance for Zone Map Amendment Application ZMA23-01.

The Challenge/Problem:

Should the zoning map be changed to allow high density residential activity on the property in question, rather than the current Low Density Residential (R-1) designation?

Should the Comprehensive Plan designations be followed if the proposed amendment is consistent with the goals and policies of the comprehensive plan?

Stakeholders:

- The Owner/Developer would be able to develop the property as they have proposed.
- The residents and businesses in the surrounding area would benefit from the future site improvement of the property.
- The City of Sweet Home would benefit from the future site improvement of the property that could come from the changed zoning.

Issues and Financial Impacts:

There are no issues or financial impacts currently identified.

Elements of a Stable Solution:

A stable solution is one in which a decision on the application is made that conforms with City Code and State Law.

The Sweet Home Comprehensive Plan guides official policy decisions about development within the area. The Plan aims to organize and coordinate complex interrelationships between people, land, resources, and facilities to meet the future needs of the citizens and to protect the livability of the community. The Plan also reflects the public's goals and aspirations for Sweet Home about the best way to handle development and conservation in the City. The officially acknowledged Comprehensive Plan gives policy direction for land use decisions and coordinates private and public development. [Chapter 1, Page 1 of the Comprehensive Plan].

The Sweet Home Municipal Code provides criteria for map amendments such as this:

- A. The proposed amendment is consistent with the goals and policies of the comprehensive plan;
- B. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment;
- C. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and
- D. The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals

Options:

1. Deny Application ZMA23-01. Staff would prepare an Order of Denial for Application ZMA23-01.
2. Approve Application ZMA23-01 as presented and conduct the first reading of Ordinance No. 10 for 2023.
3. Recommend a different zone amendment. Council could review these proposed changes and recommend different zone amendments. Staff would take these recommendations and revise the proposed application for review at a future Planning Commission and Council meeting.

Recommendation: Staff Recommends Option 2: Approve Application ZMA23-01 as presented and conduct the first reading of Ordinance No. 10 for 2023.

ORDINANCE BILL NO. 10 FOR 2023

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP

WHEREAS, the applicant, Eric Lund, submitted Zone Change Application ZMA23-01 and requested a zone map change for an area consisting of approximately 190,211 square feet (5.18 acres) located in Sweet Home, OR 97386 (13S01E32AA Tax Lot 600). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation; and

WHEREAS, the Planning Commission of the City of Sweet Home held a public hearing on April 6, 2023 with due notice of such public hearing having been given and provided an opportunity for public comments and testimony. The Planning Commission deliberated at their April 6, 2023, meeting, and recommended that the City Council approve this application; and

WHEREAS, the City Council held a public hearing on this matter on April 6, 2023, with due notice of such public hearing, to provide opportunity for public comment and testimony. The City Council approved this application by motion at their April 25, 2023, meeting; and

WHEREAS, the proposed High Density Residential (R-3) zoning is needed to facilitate development of the subject property;

Now, Therefore,

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1: The City of Sweet Home adopts the findings of fact in support of zone change application ZMA23-01 included as Exhibit A.

Section 2: The City of Sweet Home amends the Official Zoning Map, identified in SHMC 17.06.020 as the City Zoning Map including all subsequent amendments, for the area consisting of approximately 190,211 square feet (5.18 acres) located in Sweet Home, OR 97386 (13S01E32AA Tax Lot 600). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone.

Passed by the Council and approved by the Mayor this _____ day of _____ 2023.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

Exhibit A

Findings of Fact in Support of Zone Change Application ZMA23-01

Exhibit A to Order of Approval for ZMA23-01

The review and decision criteria for a zone change are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

Zone change proposals shall be approved if the applicant provides evidence substantiating the following:

A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

Staff Findings: The subject property has a Comprehensive Plan designation of Residential High Density (R-3). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the description and policies of the R-3 Zone.

Based on the above information, staff finds that the application complies with this criterion.

B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

Staff Findings: The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. The subject property is approximately 190,211 square feet (5.18 acres). The R-3 zone density requirements for single family attached / detached homes and duplexes are no more than one residential structure per lot or parcel, other than an approved accessory dwelling unit; maximum of 12.0 dwelling units per net acre. The R-3 zone density requirements for multi-family is a maximum of 28 units per net acre.

Based on the above information, staff finds that the application complies with this criterion.

C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.

Staff Findings: All development in the R-3 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements: [SHMC 17.14.070].

- A. Off-street parking. All single-family homes and duplexes shall require a garage or carport; and in addition, provide two hard-surfaced parking spaces. Other uses identified in the zone shall comply with provisions in Chapter 17.44.
- B. Signs. Signs shall conform to the standards contained in Chapter 17.50.

- C. Fencing. Fences shall conform to provisions contained in Chapter 17.52.
- D. Landscaping. Landscaping improvements shall conform to provisions contained in Chapter 17.54.
- E. Yards and lots. Yards and lots shall conform to provisions contained in Chapter 17.56.
- F. *Other*. A property owner is advised other regulations may apply for property in an identified natural resource area (Chapter 17.28); the flood hazard area (Chapter 17.30) and in or near an identified historical site (Chapter 17.32).

Based on the above information, staff finds that the application complies with this criterion.

D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

Staff Findings: Per the CEDD Engineering comments in Section II above: There is a 12" water main on the west side of Clark Mill Rd. Cost of connection for City Services will be assigned during the development application review. There is a 15" sewer main in the center of Clark Mill Rd. Cost of connection for City Services will be assigned during the development application review. Adequate public facilities, services and transportation networks are planned to be provided concurrently with the development of the property. No development has been proposed with this application.

E. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.

Staff Findings: The purpose of the R-3 zone is to provide areas suitable and desirable for high-density residential development, and particularly for apartments, but where other types of residential and related public service uses are appropriate. The R-3 zone is most appropriate in areas which have been developed for high-density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-related commercial areas inside The City. [SHMC 17.14.010]. No development has been proposed with this application.



In the matter of the) Zone Map Amendment
Zone Map Amendment) File No. ZMA23-01
request by Eric Lund)

**OFFICIAL NOTICE OF A PLANNING COMMISSION RECOMMENDATION
ON A LAND USE APPLICATION**

PLANNING COMMISSION ORDER OF APPROVAL

REQUEST: The applicant is proposing to change the Zoning Map in an area consisting of approximately 190,211 square feet (5.18 acres) located in Sweet Home, OR 97386 (13S01E32AA Tax Lot 600). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property’s existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

APPLICANT: Eric Lund

PROPERTY OWNER: Eric Lund

FILE NUMBER: ZMA23-01

PROPERTY LOCATION: Sweet Home, OR 97386, Identified on the Linn County Assessor’s Map as 13S01E32AA Tax Lot 600

REVIEW AND DECISION CRITERIA: Sweet Home Municipal Code Section(s) 17.10, 17.14, 17.114, OAR 660-012-0060

STAFF CONTACT: Angela Clegg, Associate Planner
Phone: (541) 367-8113; Email: aclegg@sweethomeor.gov

- I. **PUBLIC HEARING:** The Sweet Home Planning Commission held a public hearing on April 6, 2023. At the hearing the Planning Commission reviewed application ZMA23-01. The Planning Commission received testimony and deliberated on this matter at their April 6, 2023 meeting and passed a motion to recommend approval of the application to City Council. That motion of approval specified a 12-day appeal period from the date the decision motion is mailed. No specific conditions of approval were required.
- II. **FINDINGS OF FACT:** The Planning Commission provided an opportunity for testimony at the April 6, 2023 public hearing. The Planning Commission considered the information in the record, testimony at the public hearing, and the Findings of Fact listed in the Staff Report presented to the Planning Commission prior to the April 6, 2023 public hearing. The Planning Commission adopted the Findings of Fact listed in Section III of the Staff Report. The applicant is requesting to

change the zoning to High Density Residential bringing it into conformity with the property's existing Comprehensive Plan Map designation. Section III of the Staff Report is included as Exhibit A to this Order

- III. **DECISION: Approved** the motion to recommend the application to City Council on April 6, 2023. Based on the findings referenced in Exhibit A of this order, the Planning Commission found that the proposal described in ZMA23-01 complies with the applicable sections of the Sweet Home Municipal Code. The Sweet Home Planning Commission hereby approves application ZMA23-01 and recommends approval by the City Council.
- IV. **APPEALS:** All Type IV land use decisions of the City Council may be appealed to the Land Use Board of Appeals (LUBA). The appeal shall be submitted within 21 days of the date the decision is mailed. Appeals shall comply with LUBA procedures.

PLANNING COMMISSION DECISION: April 6, 2023
APPEAL DEADLINE: April 27, 2023 at 5:00 PM
CITY COUNCIL MEETING: April 25, 2023 at 6:30 PM

 _____ Jeffery Parker, Planning Commission Chair	<u>4/18/23</u> Date
 _____ Blair Larsen, Community and Economic Development Director	<u>4/18/2023</u> Date

APPEAL: This decision can be appealed. The decision made by the Planning Commission is final unless written appeal from an aggrieved party is received by the City of Sweet Home no later than the appeal deadline listed above (21 days from the mailing of this decision). All appeals must be filed with the appropriate fee and documentation and submitted to: City of Sweet Home Community and Economic Development Department, 3225 Main Street, Sweet Home, OR 97386.

The City Council will hold a public hearing on the request upon appeal. If you would like any information concerning filing of an appeal, please contact the Planning Office at (541) 367-8113. Failure of an issue to be raised in a hearing, in person or by letter, or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

A copy of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and a copy will be provided at reasonable cost. A copy of the Staff Report and all documentation included in the record for the file are available for inspection at no cost and a copy will be provided at reasonable cost at the City of Sweet Home Community and Economic Development Department, 3225 Main Street, Sweet Home, OR 97386; (541) 367-8113.

Exhibit A to Order of Approval for ZMA23-01

II. REVIEW AND DESIGN CRITERIA

The review and decision criteria for a zone change are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

Zone change proposals shall be approved if the applicant provides evidence substantiating the following:

A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

Staff Findings: The subject property has a Comprehensive Plan designation of Residential High Density (R-3). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the description and policies of the R-3 Zone.

Based on the above information, staff finds that the application complies with this criterion.

B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

Staff Findings: The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. The subject property is approximately 190,211 square feet (5.18 acres). The R-3 zone density requirements for single family attached / detached homes and duplexes are no more than one residential structure per lot or parcel, other than an approved accessory dwelling unit; maximum of 12.0 dwelling units per net acre. The R-3 zone density requirements for multi-family is a maximum of 28 units per net acre.

Based on the above information, staff finds that the application complies with this criterion.

C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.

Staff Findings: All development in the R-3 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements: [SHMC 17.14.070].

- A. Off-street parking. All single-family homes and duplexes shall require a garage or carport; and in addition, provide two hard-surfaced parking spaces. Other uses identified in the zone shall comply with provisions in Chapter 17.44.
- B. Signs. Signs shall conform to the standards contained in Chapter 17.50.
- C. Fencing. Fences shall conform to provisions contained in Chapter 17.52.
- D. Landscaping. Landscaping improvements shall conform to provisions contained in Chapter 17.54.
- E. Yards and lots. Yards and lots shall conform to provisions contained in Chapter 17.56.
- F. *Other.* A property owner is advised other regulations may apply for property in an identified natural resource area (Chapter 17.28); the flood hazard area (Chapter 17.30) and in or near an identified historical site (Chapter 17.32).

Based on the above information, staff finds that the application complies with this criterion.

D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

Staff Findings: Per the CEDD Engineering comments in Section II above: There is a 12" water main on the west side of Clark Mill Rd. Cost of connection for City Services will be assigned during the development application review. There is a 15" sewer main in the center of Clark Mill Rd. Cost of connection for City Services will be assigned during the development application review. Adequate public facilities, services and transportation networks are planned to be provided concurrently with the development of the property. No development has been proposed with this application.

E. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.

Staff Findings: The purpose of the R-3 zone is to provide areas suitable and desirable for high-density residential development, and particularly for apartments, but where other types of residential and related public service uses are appropriate. The R-3 zone is most appropriate in areas which have been developed for high-density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-related commercial areas inside The City. [SHMC 17.14.010]. No development has been proposed with this application.



CITY OF SWEET HOME PLANNING COMMISSION MINUTES

April 06, 2023, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WiFi Passcode: guestwifi

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

Meeting Information

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Call to Order and Pledge of Allegiance

The meeting was called to order at 6:33 PM

Roll Call of Commissioners

PRESENT

Laura Wood (Video)
Jamie Melcher (Video)
Henry Wolthuis
Jeff Parker
Todd Branson
Nancy White

ABSENT

Eva Journey

STAFF

Blair Larsen, Community and Economic Development Director
Angela Clegg, Associate Planner

GUESTS

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Tim Wood, FCS Group, 5335 Meadows Rd, Suite 330, Lake Oswego, OR 97035

Public Comment. This is an opportunity for members of the public to address the Planning Commission on topics that are not listed on the agenda.

Meeting Minutes:

- a) March 16, 2023 Meeting Minutes

A motion to approve the minutes was made by Branson, seconded by Wood.

Voting Yea: 6

Voting Nay: 0

Absent: 1

New Business

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

a) Application for LA23-02

Clegg explained to the Commissioners the reason for the need to have their approval to sign the application and move forward with the Municipal Code revisions.

Motion to approve signing Application LA23-02 was made by Wolthuis, seconded by Branson.

Voting Yea: 6

Voting Nay: 0

Absent: 1

Public Hearings

a) Housing Needs Analysis Summary Report

Staff informed the Commissioners that the Consultants were not present for the meeting, but staff could answer questions. The Commissioners have the option of continuing the hearing or voting on it as presented. Larsen reviewed some of the changes that occurred since last presented and stated that it was DLCDD that prompted the changes. The Commissioners discussed the content of the report.

The public hearing was opened at 7:55 PM

Commissioner Parker asked of the Commission if there were any ex parte, conflicts of interest, or personal bias, there were none.

Testimony in favor: None

Testimony in opposition: None

Neutral Testimony: None

The public hearing was closed at 7:58 PM

Commission discussion

A motion to recommend to the City Council that the Housing Needs Analysis and Comprehensive Plan Amendment be adopted was made by Wolthuis, seconded by White.

Voting Yea:5

Voting Nay:0

Absent: 2

Consultant Time Wood of FCS Group, logged on via video at 8:01 PM. Staff informed Wood of the approval vote.

b) Application ZMA23-01 Staff Report

The public hearing was opened at 6:44 PM

Commissioner Parker asked of the Commission if there were any ex parte, conflicts of interest, or personal bias, there were none.

Associate Planner Clegg gave the staff report, stating that the applicant is proposing to change the Zoning Map in an area consisting of approximately 190,211 square feet (5.18 acres) located in Sweet Home, OR 97386 (13S01E32AA Tax Lot 600). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

Mark Lund testified on behalf of the application stating that they will be building an apartment complex with a fitness center.

Commissioner Wolthuis stated that he has no issues with this stage of the plan.

Commissioner White asked the applicant to repeat the use. Larsen clarified that the

apartments are outright permitted in the proposed zone so the building plans will not come before the planning Commission.

Testimony in favor: None

Testimony in opposition: Mark Scott raised concerns about having apartments next door, if the development will affect wells, there are no sidewalks, lighting shining on neighboring lots, traffic flow will increase and may cause issues at Highway 20 and Long Street. Commissioner Parker explained the zoning and the comprehensive plan designation. Director Larsen explained the Highway 20 / Clark Mill Road intersection is going to be a part of the transportation system plan update. Larsen explained that there will be sidewalk and street improvement required with the development agreement. Scott raised the issue of there not being sidewalks on either side of the subject property. Larsen explained that when a proposed development like this goes in, the City will coordinate with neighboring property owners to construct the remainder of the sidewalk sections. Scott brought up that he was told there was a wetland at the back of the property. Larsen explained that there are building permit requirements regarding wetlands. Larsen stated that any lighting would be designed to not cause light trespass into abutting properties. Scott discussed his concern about wells drying up. Larsen explained that he doesn't have the expertise to comment on the well and they are regulated by the county.

Neutral Testimony: None

Commissioner Parker asked the applicant if he would like to rebut any comments made. He said no.

Clegg addressed the wetland question and explained to the Commissioners that there is a wetland to the west of the subject property but not on the property itself.

The public hearing was closed at 7:05 PM

Commissioner Parker discussed the wetland and riparian zone. Clegg and Larsen informed the Commissioners that there is no riparian zone for this creek. Only Ames Creek, Wiley Creek, and the South Santiam River have riparian zone restrictions. Commissioner Branson is concerned with the traffic. Parker asked if traffic studies will be a part of the building permit process. Wood asked for clarification on the Comprehensive Plan designation. Larsen explained the comprehensive plan zoning designation process. Clegg further explained the zone change process. Clegg read the criteria that will trigger a traffic impact study. Larsen explained that when the building permit is applied for, staff would determine whether a traffic study would be needed. Parker asked for clarification about the fitness center. Larsen explained that staff did not know about the fitness center and because its not a mixed use or commercial zone a public fitness center would most likely not be allowed in the zone.

Parker reminded the Commissioners the application is for the zone change not the development.

A motion to approve Application ZMA23-01 and recommend it to City Council was made by White, seconded by Wood.

Voting Yea: 4

Voting Nay: 2

Absent: 1

c) Application VR23-01 Staff Report

The public hearing was opened at 7:16 PM

Commissioner Parker asked of the Commission if there were any ex parte, conflicts of interest, or personal bias, there were none.

Associate Planner Clegg gave the staff report and stated that the applicant is seeking a variance to allow for one hard surfaced, off-street parking space and a seventeen-foot carport setback from the front property line. The subject property is zoned Medium Density

(R-2). The minimum lot size in the R-2 zone is 5,000 square feet, requires a sixty-foot front of building line width, requires a twenty-foot front setback to the garage or carport, and requires two hard surfaced parking spaces [SHMC 17.12.060]. The subject property is an approximately 3,485 square foot, pre-existing nonconforming lot.

Brian Oakes testified on behalf of his application. Oakes explained that he is the owner and licensed general contractor on this lot. Oakes told the Commissioners that he requested the variance because of the small lot size. He is planning to bury an in-ground water storage tank, due to low well velocity in the area, in the back yard. The variance in the front yard will allow more space in the rear. Oakes stated that he is agreeable to moving the variance to the rear if the Commission agrees with that option. Parker asked the applicant about moving the front post of the carport back. Oakes explained his reason for the design he chose. Commissioner White asked about how the future street improvements would affect the parking. Oakes explained that there would still be a 45' x 10' unobstructed parking area. There was discussion about a garage versus a carport. Oakes discussed the option identified by staff in regard to moving the house back. Commissioner Wolthuis asked if the applicant could build a single-car garage. Oakes stated that he does not intend to build a garage due to construction costs, and his desire to build an affordable house.

Testimony in favor: none

Testimony in opposition: none

Neutral Testimony: none

The public hearing was closed at 7:34 PM

The Commission discussed the purpose of a variance as it pertains to the proposed application. Larsen gave an update on the Local Improvement District (LID) that would bring water services and street improvements to the area. The project is pending funding. The LID would not affect the proposed application since all work will be in the right-of-way. Commissioner Parker and Wolthuis discussed the options. Larsen reminded the commissioners of the affordability of building the dwelling. Commissioner White asked staff if moving the rear setback 3 feet and requiring parking in front would comply with criteria. Larsen confirmed that it would just change the variance from the front to the rear. Commissioner Wood agreed with revising the variance to the rear setback allowing more parking in the front that complies with code. Commissioner Parker asked staff about revising the approved variance. Clegg stated that the Commissioners need to state the revisions for their decisions. There was discussion about how to revise the variance for approval.

A motion to approve the Application VR23-01, including revisions allowing a 3-foot variance to the rear setback and including 2 hard surfaced approaches in the front was made by Wolthuis, seconded by Branson.

Voting Yea: 4

Voting Nay: 1

Absent: 2 (Melcher video connection dropped)

Staff Updates:

Clegg updated the Commissioners on Application ZMA23-02 & CMA23-01. The Public Hearing will be held on May 4, 2023.

Clegg informed the Commissioners that the MFU criteria passed in the City Council. Clegg will draft applications to coincide with the criteria.

Round Table Discussions (Committee comments about topics not listed on the agenda)

Clegg invited the Commissioners to the Arbor Day Celebration. Staff and the Commissioners discussed the amenities in Northside Park.

Clegg Informed the Commissioners that staff submitted a grant for Sankey Park the includes the replacement of the bandstand and trails from lower to upper Sankey Park.

Clegg informed the Commissioners of the new CEDD hours of operations.

Blair informed the Commission of the new Code Compliance officer. The Commission and staff discussed current code compliance issues and the process for reporting complaints.

Arbor Day Flyer

Adjournment

The meeting was adjourned at 8:28 PM.



CITY OF SWEET HOME ADMINISTRATION, FINANCE AND PROPERTY COMMITTEE MINUTES

March 23, 2023, 4:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

Mission Statement

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

Call to Order

The meeting was called to order at 4:04 PM.

Roll Call

PRESENT

Councilor Dave Trask
Councilor Greg Mahler
Chair Josh Thorstad

STAFF

City Manager Kelcey Young
Administrative Services Manager Julie Fisher

New Business

a) Interviews for Planning Commission

The committee interviewed candidates for the Planning Commission. They will make their recommendation to the City Council for the March 28th meeting.

b) Interviews for Budget Committee

The committee interviewed candidates for the Budget Committee. They will make their recommendation to the City Council for the March 28th meeting.

c) Interviews for Park and Tree Committee

The committee interviewed candidates for the Park and Tree Commission. They will make their recommendation to the City Council for the March 8th meeting.

Adjournment

The meeting adjourned at 4:40 PM.

Chair

ATTEST:

City Manager – Ex Officio City Recorder

MEMORANDUM



TO: City Council
Kelcey Young, City Manager
Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: March 14, 2023

SUBJECT: Community and Economic Development Department Report for March 2023

The Community and Economic Development Department (CEDD) consists of the City's Building, Planning, Engineering, Economic Development, Code Enforcement, and Parks and Recreation programs. The following is a summary of activities and notes on current projects from March 1st to March 31st, 2023.

1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	March, 2023	February, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Residential 1 and 2 Family Dwellings	1	0	1	36	27.4
Residential Demolition	3	0	3	9	8.4
Residential Manufactured Dwellings	0	0	0	2	11.6
Residential Mechanical Permits	8	3	16	100	106
Residential Plumbing	0	2	5	30	29
Residential Site Development	0	0	0	1	0.6
Residential Structural	3	2	6	54	51.8
Commercial Alarm or Suppression Systems	1	0	1	1	3.2
Commercial Demolition	5	0	5	2	3.4
Commercial Mechanical	1	1	2	17	17
Commercial Plumbing	2	1	3	5	9.8
Commercial Site Development	0	0	0	5	2.8
Commercial Structural	2	0	3	33	38.4
Total Permits	26	9	45	295	309.4
Value Estimate of All Permits	\$1,309,002.05	\$101,281.00	\$1,568,102.05	\$30,928,533.31	\$20,430,248.58
Fees Collected	\$13,397.62	\$2,427.49	\$18,496.50	\$336,902.20	\$258,215.53

- Developments of note: For your reference, below are some developments of note that were previously reported. Changes are noted with **bold text**.
 - Mosaic Memory Care Facility: Located on Mountain Fir Street next to the existing Mosaic-owned Wiley Creek Assistance Living Facility. The project received full planning approval early this year. Much of the time since then has been spent waiting for completed plans from Mosaic. However, plans were finally completed and reviewed in August, and a building permit has been issued. Construction is underway.
 - Samaritan Urgent Care Facility: The project has received full planning approval, building plans have been approved, and construction is underway.
 - Duck Hollow Phase III Subdivision: 51-lot single-family home subdivision located adjacent to the existing Duck Hollow Subdivision (41st Avenue and Long Street). This subdivision received planning approval in 2020, however there was a long delay due to wetlands regulations administered by the Oregon Department of State Lands. State approval has been granted, and construction is expected soon.
 - Live Oak Subdivision: 8-lot single-family home subdivision located between the two existing portions of Live Oak Street. The subdivision was approved in 2021, however the property changed hands, which delayed development. The new owner is planning on constructing 8 duplexes (16 housing units) on the lots. The construction timeline is unknown, but work is underway.
 - Foothills Ridge Subdivision: 21-lot single-family home subdivision located at the west end of Foothills Drive. This subdivision was approved in 2021, however the owner has run into delays with his engineering firm, and recently applied for an extension. Construction is expected next year.
 - Santiam River Development Phase 1 : 42-lot single-family home subdivision located at the north end of Clark Mill Road. Planning approval was granted at the beginning of this year, however some of the property is being sold to a different developer. It is unknown when construction will begin.
 - Clear Water Subdivision: 18-lot single-family home subdivision located on the west side of 45th Avenue, just north of Kalmia Street. Planning approval was granted in June. **Right-of-Way construction is nearly complete.**

2. PLANNING

- Summary of Final Decisions of Planning Division Applications:

Application Type	March, 2023	February, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Annexations	0	0	0	1	0.4
Code Amendments	0	0	0	1	0.8
Conditional Use	1	0	2	11	8.8
Partition	0	0	1	17	12
Planned Development/ Subdivision	0	0	0	3	1.8
Property Line Adjustments	0	0	0	21	13.4
Vacation	0	0	0	0	0
Variance	0	0	0	3	3.6
Zoning Map Amendment	0	0	0	1	2.2

- 2 Land Use Applications was submitted in March.
- 5 Land Use Applications are pending final approval.
- 2 Fence Permits were issued in March.
- 0 Temporary RV Permits were issued in March.
- The City received a grant from the State to update our Transportation System Plan and create an Area Plan for the undeveloped land on the north side of the City. Staff and the consultant have begun work on the project.
- The City has also received a State grant for a Housing Needs Analysis (HNA). The consultant has been selected and will begin work soon. The purpose is to ensure that the City has both sufficient residential lands, and the proper mix of types and densities. This project is nearly complete, and a draft report will come before the City Council on April 25th.
- The Planning Commission last met on April 6th. The next scheduled meeting is May 4th, 2023.

3. ECONOMIC DEVELOPMENT

- Based on feedback from the Council at the June 28th work session, Staff are developing a Request for Proposals (RFP) for the quarry property that will outline all of the City's goals for the property and seek interest from developers for a public-private-partnership with the City. After Staff have finished a draft of the RFP, we will bring it to the Council for review, suggested changes, and, ultimately, approval.
- The Administration, Property, and Finance Committee met with some local property owners in June to discuss vacant buildings. One of the property owners, La Mota, said that they would like to collaborate with the City on a project for their buildings that will bring traffic to the area and provide space for entrepreneurs to start businesses. Staff met with them and other property owners and interested parties last August to discuss the project. La Mota committed to working on some architectural designs and indicated that they would bring some designs back to City Staff in late September but have not yet followed through on any of their commitments. Staff has put this project on hold indefinitely due to La Mota's inaction.

- Staff recently gathered a group of business and property owners to discuss efforts to improve Downtown Sweet Home. The initial meetings of this ‘Downtown Focus Group’ have been productive, and the participants are excited with the ideas generated thus far.

4. CODE COMPLIANCE

- Summary of Actions.

Case Status	March, 2023	February, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
New Complaints	N/A	1	9	103	90.3
New Officer-Detected Violations	N/A	1	6	71	72.5
Violations Resolved	N/A	0	1	98	248.6
Complaints Noted with No Violation Found	N/A	1	5	23	22.8
Cases from Previous Month Resolved	N/A	8	24	N/A	N/A
Open Cases at End of Period	N/A	8	8	73	22.7
Citations	N/A	3	5	0	3
Abatements	N/A	0	0	3	1
Enforcement Type	March, 2023	February, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Animal	N/A	0	5	29	43
Blight	N/A	0	0	0	1
Illegal Burn	N/A	0	0	2	1.8
Illegal Dumping	N/A	0	0	1	0.6
Illegal Parking	N/A	0	0	6	9
Illegal Sign	N/A	0	0	0	2.2
Junk/Abandoned Vehicle	N/A	0	0	16	10.4
Minimum Housing	N/A	0	0	0	2.6
Occupying an RV	N/A	0	6	21	37.8
Open Storage	N/A	1	2	30	59.8
Other	N/A	1	2	7	18
Public Nuisance	N/A	0	0	6	40
Public Right-of-way	N/A	0	0	0	10.2
Tall Grass & Weeds	N/A	0	0	51	108.4
Vacant Lot	N/A	0	0	0	0.2

The City's Code Compliance Officer responds to complaints submitted through the City's website, and actively patrols the City and works to resolve identified code violations. The City's previous Code Compliance, Ethan Rowe, left the City in early March. Our new Code Compliance Officer, Blake Dawson, joined the City on April 3rd, and has hit the ground running learning our code and increasing enforcement.

5. PARKS

- The Park and Tree Committee will meet next on April 19th, 2023.
- Staff have applied for a grant from the Oregon Park and Recreation Department for Phase III of Sankey Park improvements, which will include a replacement structure for the now-demolished bandstand and trail connections to the upper portion of the park.
- Design work is underway for a new park adjacent to City Hall. The Park will include a donated playground structure and dog park.
- A dog park is being constructed at Northside Park. The 6 lots that make up Northside Park have been consolidated into 1 lot, and fencing has been installed. The dog park is open to the public now, and additional improvements have been constructed. A special 'grand opening' event was held on April 15th in conjunction with the City's Arbor Day celebration. The event was a well-attended success.

6. OTHER PROJECTS

- Willow Street Neighborhood LID: Staff recently met with representatives of several state agencies at a "one stop" meeting and have a tentative plan for financing that will include a package of both forgivable loans and other loans with very attractive interest rates. Staff have submitted all the initial loan applications and are continuing to supply information to funding agencies to finalize the financing.
- The ODOT Foster Lake Sidewalk Project: Construction is nearly complete. Staff are working with the Railroad and ODOT on a plan to construct the portion that lies under the railroad trestle.
- Staff is working with ODOT on a pedestrian crossing at 22nd Avenue and Main Street. State Funding has been provided, and the project will be completed at little to no cost to the City. This improvement will be combined with an existing ODOT project to replace ADA ramps at intersections on Main Street. Construction on both the overall ramp replacement project and the pedestrian crossing is underway. The concrete has been completed for the crossing. The flashing beacons were installed in late September but were hit by a car and now need to be replaced. The costs of that replacement will not be borne by the City. The Council has approved an amendment to the IGA with ODOT to cover the pedestrian crossing. The crossing is not yet operational but is expected to be fully complete soon.
- Engineering work has begun on the 2nd Avenue/Holley Road pedestrian crossing, which is funded by a Safe Routes to School Grant. Engineering designs are complete and a Request for Proposals for the work has been issued. Staff hope to soon have a contract in place for the remainder of the work.

MEMORANDUM



TO: Kelcey Young, City Manager
 FROM: Greg Springman, Public Works Director
 DATE: April 11, 2023
 SUBJECT: Public Works Activities Report – March 2023

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

This table section summarizes work done on key maintenance activities.

Work Type	March, 2023	February, 2023	2023 YTD	2022	3 Yr Avg
Bathrooms/Garbage	9	10	30	168	360
Catch Basin Inspection/cleaning	1	0	1	3	13
Leaf Collection	0	0	1	1454	1105
Hydrant Flushing	35	0	35	200	276
Locates	56	36	130	498	479
Meter Re-Read	49	59	148	613	705
Mowing	2	0	2	117	95
Playground EQ Inspection	3	0	7	68	72
Pothole Repair	67	1	240	416	513
Sewer CCTV Miles	0.26	0.84	2.54	0.40	0.71
Street Sweeping Miles	122	66	300	1180	2072
Water Main Repair	0	3	3	11	12
Water Service Repair	2	1	5	38	30
Water Turn Ons/Offs	72	53	177	568	762
Total Completed Work Orders	684	476	1846	6790	7137

WWTP and WTP Key Performance Indicators (KPIs)

	March, 2023	February, 2023	2023 YTD	2022	5 Yr Avg
Potable					
MG Treated	25.91	25.27	80.33	346.58	389.07
Backwash Water in MG	0.95	1.12	2.94	15.66	19.99
Ave daily demand in MG	0.84	0.9	0.89	0.95	1.07
Sanitary					
MG Treated	80.44	52.49	201.45	677.61	587.83
Max Daily Flow in MG	3.48	2.89	3.48	6.01	6.01
Average Flow in MG	2.68	1.88	2.27	1.86	1.61

MG is Million Gallons

Note: Sweet Home Wastewater treatment plant experienced 4 exceedances for the month of February 2023.

- 2/8/2023 We experienced an excess solids in our clarifiers which caused cascade of exceedances.
 - Week of 2/5/2023 Weekly Ave TSS was 44.7 mg/L on a permit of 30mg/L
 - Week of 2/5/2023 Weekly Ave TSS was 706.7 pounds on a permit of 520 pounds
 - 2/8/2023 Daily TSS pounds was 1330.4 on a permit of 690
- For February Monthly cBOD mg/L was 16.3 on a permit of 15 mg/L

Current & Upcoming Projects

Small Diameter Water Main Replacement – 9th Avenue

Scope: Engineer of Record and Staff has identified aged water mains throughout the 54 miles of water distribution system. Staff and West Yost will take a phase approach to replace the 5 miles of small diameter water mains starting with 9th Avenue.

Status: Project RFP bids from Contractors have been submitted. Staff awarded Project in September 2022. Construction commenced April 7, 2023.

Water Master Plan – West Yost

Scope: Develop Water Master Plan to support development.

Status: Water Master Plan is scheduled for completion in March 2023. West Yost working on final draft of the Water Master Plan.

Stormwater Master Plan – West Yost

Scope: Develop Stormwater Master Plan to support development

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

Backwash Pump Evaluation – West Yost

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

Status: Project awarded to Pacific Excavation. Backwash pump has been back ordered, projected arrival date was changed from November 2022, until May 2023 due to back ordering from vendor. Project on schedule, other than the arrival of the backwash pump.

Finished Water Pump VFD Evaluation – West Yost

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

Status: Project awarded to Pacific Excavation, with VFD installation coordinated with The Automation Group (TAG). Projected pump arrival date was changed from November 2022, until May 2023 due to back ordering from vendor.

Fluoride at WTP

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

Status: Replacement parts have been received by TAG and will be programmed prior to installation.

Water Meter Modernization

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

Status: Public Works staff purchased 3000 Kamstrup Smart Ultrasonic water meters. Public Works staff has installed 2800 meters to date, project is 90% complete.

Mahler WRF - Interim Improvement Project

Scope: Filter Belt Press was installed in approx. 1974 and is an operational and financial challenge to keep operating. Staff and West Yost prepurchase new dewatering equipment (screw press), sludge blend tank, and additional electrical components for the wastewater treatment plant as part of the upgrade project.

Status: PW staff and West Yost design, created bid documents for the project. IIP broke ground in March 2023 and is on schedule.

City of Sweet Home Oregon



APRIL 2023

**Quarterly Reports
Quarter 3 – 2023
Matt Brown**

General Fund (100)

General Fund (100)	Budget	3/31/23 Balance
<u>Resources</u>		
Beg. Balance	1,770,000	1,571,878
Revenue	3,345,000	3,700,348
Total	5,115,000	4,600,035
<u>Expenditures</u>		
Operations	3,591,000	2,571,255
Capital Outlay	220,000	0
Contingency	500,000	0
Unappropriated	804,000	0
Total	5,115,000	2,571,255

The General Fund for the City of Sweet Home is at a satisfactory level after the fund structure changes made earlier in the fiscal year to be simplified and easier to understand. A new budget based on preliminary balances was approved a few months ago to update the new fund structure and most estimates.

The beginning balance for the General Fund was budgeted and estimated to be around \$1.77 million. During the fund structure changes and ongoing updates to the city's bank reconciliation, this balance is currently at \$1.57 million, about \$200k less than budgeted.

There are three large line items that the city sees revenue from: property taxes, franchise fees, and support service internal charges.

1. Property taxes were initially budgeted based on the last several years which has seen modest increases based on Measure 5/50 increases as well as new development seen in city limits. This year, the city has seen similar increases to the previous years increases; collecting more than originally budgeted by about \$75,000 with still 3 months to go into the fiscal year. This revenue above the budget will assist in offsetting the decrease in fund balance mentioned earlier.

-
2. Franchise Fees appear to be in the relative range of what was originally budgeted. Franchise fees typically are very predictable and systematic unless a drastic change in operations changes from a major company.
 3. Support Service Internal Charges come from other departments in the city. There is no reason to anticipate a lower than budgeted amount, since these amounts are calculated during the budget season to ensure other departments outside of the General Fund are paying their fair share of pooled resources like Administration and Financial Services.

The General Fund recorded a large Federal Grant of \$1.2 Million into the Grants line item. These were federal COVID funds that are available to use. As of right now, the city anticipates keeping this revenue in the General Fund to assist with operational needs in many departments over the next couple of years.

All departments within the General Fund are here because they do not make enough revenue to support themselves year and year. Although several specific line items in most departments may appear over budget or about to go over budget, overall, all departments within the General Fund should not go over their original appropriation amount. A supplemental budget completed by 6/30/2023 will correct any line-item overages to ensure the city stays within appropriations.

Public Safety Fund (200)

Public Safety Fund (200)	Budget	3/31/23 Balance
<u>Resources</u>		
Beg. Balance	3,400,000	4,362,501
Revenue	3,621,000	3,128,734
Total	7,021,000	7,491,235
<u>Expenditures</u>		
Operations	3,009,000	2,048,285
Capital Outlay	300,000	0
Contingency	725,000	0
Unappropriated	2,987,000	0
Total	7,021,000	2,048,285

The Public Safety Fund’s beginning balance during the fund structure transition was budgeted at \$3.4 Million and as the city continues updating bank reconciliations and adjustments, the current fund balance is sitting at \$4.3 million, about \$900k more than budgeted.

The main revenue source in the Public Safety Fund is the operational levy the city has for public safety. The City budgeted \$3.5M in property tax revenue based on previous years’ history of collections and anticipated increases from Measure 5/50 limits and new development. Unlike the General Fund, the original budget appears to be too high, and I do not anticipate the city collecting the budget amount, by about \$400,000. This unanticipated beginning balance will assist in making up the difference to ensure no operational changes should be needed this fiscal year.

Although several specific line items may appear over budget or about to go over budget, the overall operational budget will not. A supplemental budget will be used to clean up line-item specifics by the end of the fiscal year.

Library Fund (201)

Library Fund (201)	Budget	3/31/23 Balance
<u>Resources</u>		
Beg. Balance	772,000	328,751
Revenue	608,000	590,482
Total	1,380,000	919,232
<u>Expenditures</u>		
Operations	476,000	314,342
Capital Outlay	15,000	0
Contingency	120,000	0
Unappropriated	769,000	0
Total	1,380,000	

The Library's Beginning Fund Balance is lower than budgeted by about \$430k. During the transition period of the fund structure changes, the original budget of the library was incorrect. No operational changes are needed currently, and other revenue appears to be steady.

The main revenue source for the Library Fund is an operational levy from property taxes. The specific line item for this property tax is budgeted at \$575k and through 3/31/2023 the city has already collected \$572k; it is safe to assume that the city will receive more funds than budgeted in FY 2023 for the Library Fund, however, not enough to make up for the drop in fund balance mentioned previously.

Although several specific line items may appear over budget or near over budget, the operational appropriations should not be exceeded, and the line-item specific budgets can be corrected during a supplemental budget done before the end of the fiscal year.

Community Center Fund (203)

Community Center (203)	Budget	3/31/23 Balance
<u>Resources</u>		
Beg. Balance	11,000	11,853
Revenue	30,000	17,705
Total	41,000	29,558
<u>Expenditures</u>		
Operations	28,000	35,859
Unappropriated	13,000	0
Total	41,000	61,883

The beginning fund balance of the Community Center fund is pretty much as budgeted. Revenue for this fund appears lower than anticipated for the end of March 2023. It should be noted that on 4/3, the fund did receive a \$6,300 payment which would increase current revenue \$24,005. Even so, expenses appear to be an outpacing problem for this fund.

Utilities were originally budgeted at \$22,000 based on previous years, however currently utility expenses are at \$28,300 with an estimated year end budget of \$38,000. It is likely that that the previous 1-2 years used for the \$22k budget estimate were under-utilized years meaning that the center may not have been used as much and fewer utility expenses were seen. Other line-item overages include facility maintenance that is budgeted at \$4,000 but current expenses sit at \$5,800 with an estimated year end balance of \$7,700. Like utilities, this may be another line item not budgeted correctly based on the most recent previous years. The last line item for this fund is professional services, which is budgeted at \$2,000 and currently sits at \$1,750 with an estimated year end cost of \$2,500. Based on estimates, this fund will need \$22,000 in additional appropriations that will need to come from another fund as an interfund loan or gift. I recommend these funds come from the General or Reserve Fund.

The fund currently has \$13k as unappropriated that it cannot touch.

Transportation Fund (206)

The beginning fund balance for the Transportation Fund is at \$740,000 which is what was budgeted during the transition period of the fund structure.

Revenue for the Transportation Fund mainly comes from the State Gas Tax that is received from ODOT. This money is coming in as anticipated, and I do not expect any shortages in revenue for this fund.

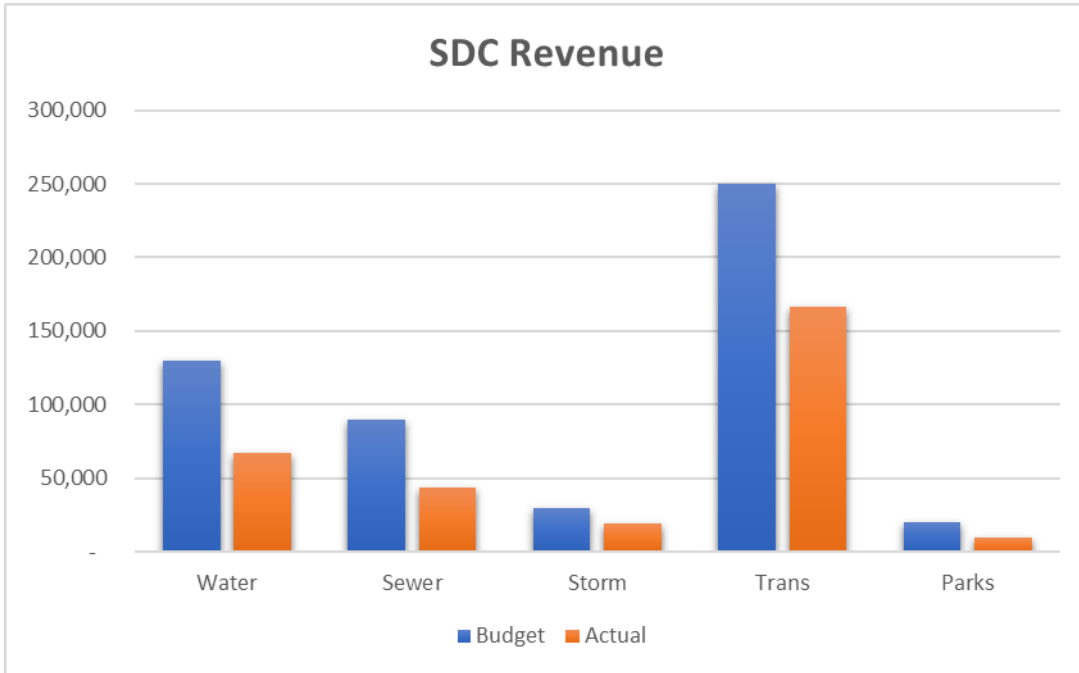
A few specific line items appear to be over budget or will likely go over budget by the end of the year. Operationally, the fund should not go over budget and a supplemental budget can be done before the end of the fiscal year to correct any line items.

\$800,000 was budgeted in Capital Outlay expenditures: \$500k was recently paid out to ODOT for the 22nd Ave project which was a pass-through from the Department of Administrative Services & Federal Government. An additional \$200k was budgeted as a grant expense for an EV station that is getting started. \$100k was budgeted for general capital outlay that may not be spent by the end of the fiscal year.

City Enhancement Fund (207)

This fund is home to several departments (Projects) like the Path Program, Special Events, Public Transit Grants, Weddle Bridge, and Pool funds. Beginning balances for this fund is coming in as anticipated and in some programs a little higher.

System Development Charge Funds (300s)



Water, Sewer, Storm, and Parks beginning balances are coming back as anticipated from the fund structure changes. Transportation SDC will see a decrease in the beginning balance of about \$200k.

All revenues for SDC funds are coming in lower than budgeted. I anticipate that the city will collect, on average, about 75% of what was budgeted originally. This is mainly due to a lower amount of development within the city.

Although the city budgets all the expenditure authority for SDC funds, no expenditures have been recorded in SDC funds. Throughout the next fiscal year, Finance and Public Works will work on creating a Capital Improvement Plan that identified future projects and what projects may be SDC eligible to ensure that the City of Sweet Home is using every available dollar from new development fees to pay for new or updated infrastructure.

Water Fund (500)

Water Fund (500)	Budget	3/31/23 Balance
<u>Resources</u>		
Beg. Balance	2,596,000	3,419,411
Revenue	2,595,000	1,983,373
Total	5,191,000	5,402,784
<u>Expenditures</u>		
Operations	1,339,000	852,375
Capital Outlay	700,000	118,957
Debt Service	475,000	610,354
Contingency	350,000	0
Unappropriated	2,327,000	0
Total	5,191,000	1,581,683

The beginning balance for the water fund is more than budgeted by about \$820k which is great news for the health of the water fund. Revenue for the water fund is coming in as anticipated in the budget.

Debt Service payments are currently overspent. This is because staff had trouble finding documentation for debt service schedules. A few line items in both departments are overspent or will likely be overspent by the end of the year. This can all easily be corrected during the supplemental budget process before the end of the fiscal year.

Sewer Fund (550)

Sewer Fund (550)	Budget	3/31/23 Balance
<u>Resources</u>		
Beg. Balance	3,350,000	2,431,886
Revenue	10,796,000	2,321,502
Total	14,146,000	4,753,389
<u>Expenditures</u>		
Operations	1,361,000	935,502
Capital Outlay	7,850,000	1,669,619
Debt Service	560,000	313,000
Contingency	350,000	0
Unappropriated	4,025,000	0
Total	14,146,000	2,949,741

The beginning fund balance for the Sewer Fund is below what was originally budgeted by about \$900k. Based on current revenue projections though, the city will make up \$400-500k of this by the end of the fiscal year because revenue from the sewer fund is coming in higher than originally budgeted. In the Sewer Fund, there is a budget amount of \$8.2 Million for a grant. This may not come in time for the end of the fiscal year but is still scheduled to be received over the summer.

A few line items are over budget currently or will likely be over budget by the end of the fiscal year. There is room within the current appropriations to move line-item amounts around and not incur moving contingency funds.

Storm Fund (560)

Storm Fund (560)	Budget	3/31/23 Balance
<u>Resources</u>		
Beg. Balance	394,000	394,294
Revenue	163,000	146,964
Total	557,000	541,258
<u>Expenditures</u>		
Operations	262,000	61,883
Contingency	30,000	0
Unappropriated	265,000	0
Total	557,000	61,883

The Storm Fund's beginning balance is coming in as anticipated. Revenue for the Storm Fund is also coming in higher than budgeted. No line items are currently overspent, and no budget adjustments appear necessary at this time.

Economic Development Fund (760)

The beginning fund balance is coming in as budgeted. The City appropriated 100% use of all funds; however the city will not likely use all the funds available and carryover a balance into the new fiscal year. Current expenditures at the end of March are only at 14%.

Reserve Fund (770)

The beginning fund balance is coming in as expected. All funds were appropriated to Contingency use.



CITY OF SWEET HOME OREGON

3rd Quarter Financial Report
2022-2023

GENERAL FUND

Beginning Balance lower than budgeted, however revenue has come in higher than budgeted.

All departments will likely be under budget

General Fund (100)	Budget	3/31/23 Balance
<u>Resources</u>		
Beg. Balance	1,770,000	1,571,878
Revenue	3,345,000	3,700,348
Total	5,115,000	4,600,035
<u>Expenditures</u>		
Operations	3,591,000	2,571,255
Capital Outlay	220,000	0
Contingency	500,000	0
Unappropriated	804,000	0
Total	5,115,000	2,571,255

PUBLIC SAFETY FUND

Beginning Balance is higher than budgeted.

Public Safety Fund (200)	Budget	3/31/23 Balance
<u>Resources</u>		
Beg. Balance	3,400,000	4,362,501
Revenue	3,621,000	3,128,734
Total	7,021,000	7,491,235
<u>Expenditures</u>		
Operations	3,009,000	2,048,285
Capital Outlay	300,000	0
Contingency	725,000	0
Unappropriated	2,987,000	0
Total	7,021,000	2,048,285

LIBRARY FUND

Beginning Balance is lower than budgeted.

Library Fund (201)	Budget	3/31/23 Balance
<u>Resources</u>		
Beg. Balance	772,000	328,751
Revenue	608,000	590,482
Total	1,380,000	919,232
<u>Expenditures</u>		
Operations	476,000	314,342
Capital Outlay	15,000	0
Contingency	120,000	0
Unappropriated	769,000	0
Total	1,380,000	

ENTERPRISE FUNDS

Beginning Balance in Water Fund is higher than budgeted 😊

Beginning Balance in Sewer Fund is lower than budgeted 😞

Water Fund (500)	Budget	3/31/23 Balance
<u>Resources</u>		
Beg. Balance	2,596,000	3,419,411
Revenue	2,595,000	1,983,373
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Total	5,191,000	1,581,683

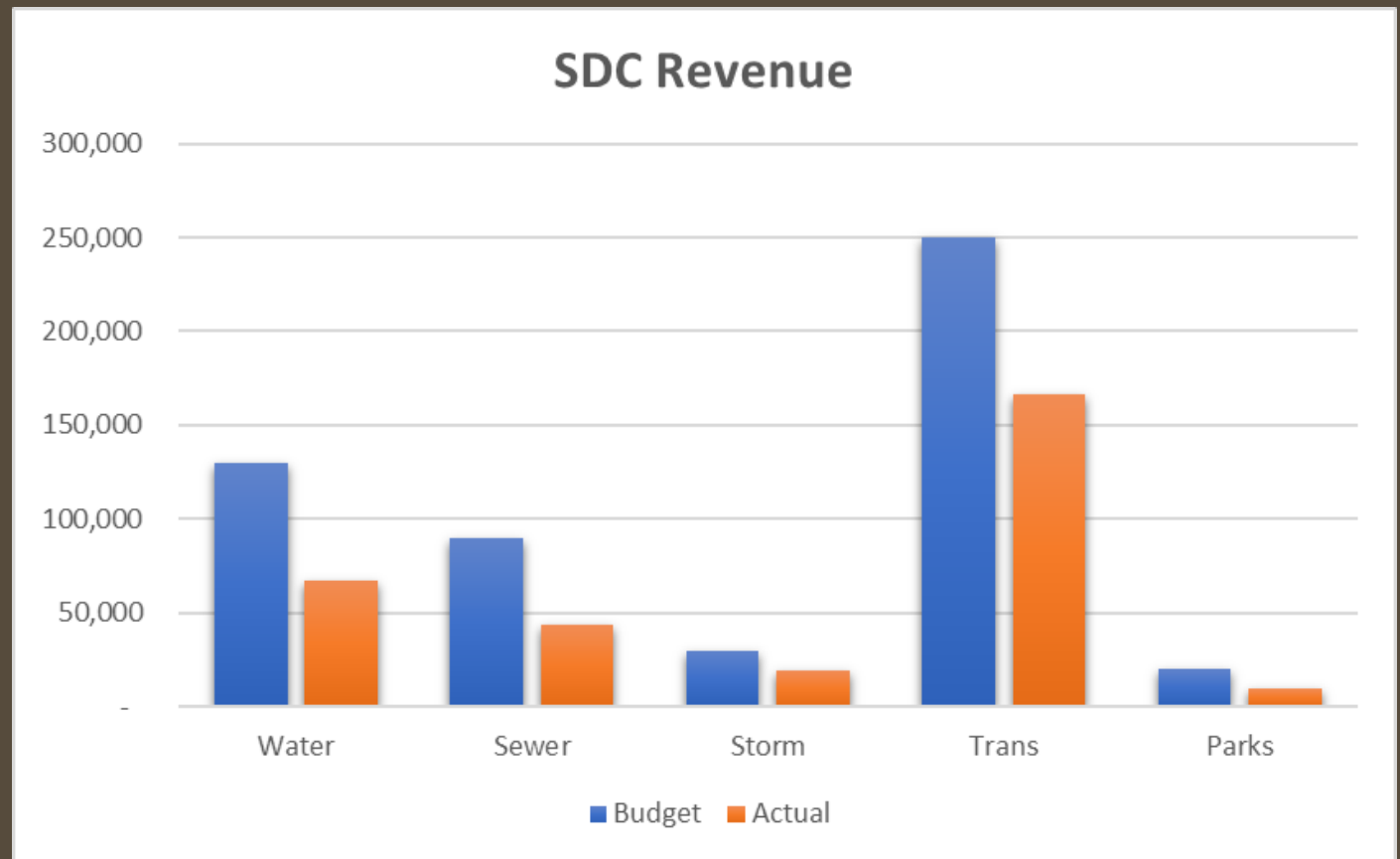
ENTERPRISE FUNDS

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Total	557,000	61,883

Sewer Fund (550)	Budget	3/31/23 Balance
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Beg. Balance	3,350,000	2,431,886
Revenue	10,796,000	2,321,502
Total	14,146,000	4,753,389
<u>Expenditures</u>		
Operations	1,361,000	935,502
Capital Outlay	7,850,000	1,669,619
Debt Service	560,000	313,000
Contingency	350,000	0
Unappropriated	4,025,000	0
Total	14,146,000	2,949,741

SYSTEM DEVELOPMENT CHARGES (SDC FUNDS)

SDC Revenue will not come in as budgeted. Forecasting lower revenues in the future budget years.



COMMUNITY CENTER FUND

Community Center (203)	Budget	3/31/23 Balance
<u>Resources</u>		
Beg. Balance	11,000	11,853
Revenue	30,000	17,705
Total	41,000	29,558
<u>Expenditures</u>		
Operations	28,000	35,859
Unappropriated	13,000	0
Total	41,000	61,883

Estimated End of Year Operations > \$47,812

- Utilities & Facility Maintenance higher than estimated
- Currently over appropriations

Need \$22,000 Interfund Loan / Gift

- General Fund (100)
- Reserve Fund (770)